

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



State of Illinois

Application for
9-1-1 Modification Plan

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to modify your 9-1-1 system. All modified plans must comply with 83 Ill. Adm. Code Part 1325.

LONG FORM MODIFIED 9-1-1 PLAN:

The following 9-1-1 system changes require Administrator approval:

- 1) Changing boundaries that require an intergovernmental agreement between local governmental entities to exclude or include residents within the 9-1-1 jurisdiction
- 2) Changing or adding a 9-1-1 system provider
- 3) Changes in network configuration, except as provided for in subsection 1325.200(h), (i.e. implementation of a Next Generation 9-1-1 (NG9-1-1) system)
- 4) Change of Backup PSAP arrangement

The Modified Plan must include the following documents:

General Information	Contact and 9-1-1 System information.
Verification	Notarized statement of truth regarding information provided in the plan.
Letter of Intent	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
Plan Narrative	A summary of the changes of the proposed system's operation.
Financial Information	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
5-Year Strategic Plan	A detailed plan for implementation and financial projections.
Communities Served	A list of all communities that are served by the 9-1-1 System.
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
Adjacent Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.

Attachments (if applicable):

Ordinance	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
Intergovernmental Agreement	Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
Contracts	Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
Back-up PSAP Agreement	Establishes back-up and overflow services between PSAPs.
Network Diagram	Provided by the 9-1-1 system provider showing trunk routing and backup configuration.
Call Handling Agreements	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
Aid Outside Jurisdictional Boundaries Agreements	Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

Carrier Listing	A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.
Test Plan	The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

These modified 9-1-1 Plans must be filed electronically on the Department's website at:

<http://www.isp.state.il.us/Statewide911/statewide911.cfm> where you will see the box below to submit your plan.



Once the plan is submitted, the Department and the ICC will have 20 days to provide a technical review of the plan to submit to the Administrator for approval.

SHORT FORM MODIFIED 9-1-1 PLAN:

The following modifications do not need to be submitted electronically on the Department's website.

The 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us at least 10 business days prior to making the following changes pursuant to Section 1325.200(h). After review, the Administrator will provide a letter of acknowledgment.

- 1) Permanent relocation of an existing PSAP or backup PSAP facility
- 2) Reduction in 9-1-1 trunks from the selective router to the PSAP
- 3) Further reduction of PSAPs within a 9-1-1 Authority beyond consolidation as required by the Act

The notification should include:

General Information Contact and 9-1-1 System information.

Plan Narrative A detailed summary of the changes in the proposed system's operation.

Attachments (if applicable):

Network Diagram Provided by the 9-1-1 system provider showing trunk routing and backup configuration

Call Handling Agreements Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.

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
Cumberland County E-911	11,000	347

[illegible]

911 System Contact: Donna Olmstead

Street Address: 166 Courthouse Square

City, State and Zip Code: Toledo, IL. 62468

Office Telephone: (217) 849-2065

Cellular Telephone: (217) 259-4564

Email: cumbco911@cumberlandco.org

Wireless Coverage for Consolidated System:

100 % Phase II compliant

% Phase I compliant

Please check if applicable:

_____ NG9-1-1 capable

_____ Receive 9-1-1 Text

Receive 9-1-1 Video

VERIFICATION

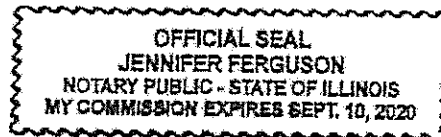
I, Donna Olmstead, first being duly sworn upon oath, depose and say that I am Coordinator, of Cumberland County E-911; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information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

Donna Olmstead

Subscribed and sworn to before me

this 2 day of May, 20 18.

Jennifer Ferguson
NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

March 1, 2018
(Date)

Brent Cummings
(9-1-1 System Provider Company Representative)

INdigital
(9-1-1 System Provider Company Name)

1616 Directors Row
(Street Address)

Fort Wayne, IN. 46808
(City, State, Zip Code)

Dear Brent Cummings:

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,

(Name)
(Title)

enclosure: Modification Plan

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:

April 11, 2018

The Cumberland County Emergency Telephone System Board is requesting to change its 911 System Service Provider (911 SSP) from Frontier Communications to INdigital telecom. The system will be provisioned as an IP based NG911 System. The Cumberland county ETSB is upgrading their failing 9-1-1 call taking equipment to a hosted Solacom system that is capable of receiving 9-1-1 calls using IP.

The Cumberland County NG911 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 network and will deliver calls using IP technology to the Cumberland County PSAP. Access is password protected. The Enhanced 911 network is private with no outside access. There will be redundant Legacy Network Gateways (LNG's) and Internet Protocol Selective Routers (IPSR's). One set is located in Mattoon, IL and the other is located in Charleston, IL. Carriers can deliver 9-1-1 calls to the IPSR's or LNG's by using SS7 signaling or by using SIP trunk, IP based signaling. Please see the attached network diagram.

Router to router trunks will be established between INdigital's IPSR's and selective routers owned by other 911 SSP's for routing of split exchanges where necessary.

INdigital will administer the 9-1-1 database and MSAG for Cumberland County subscribers. INdigital will request TN loads and updates from the carriers prior to the cut over and assume all 911 SSP administrative responsibilities for the database at the time of conversion. INdigital will work with the carriers and Cumberland County to keep the database up to date and in compliance with

Plan Narrative:

Illinois state law, on an ongoing basis.

INdigital will coordinate the ordering and installation of trunks to the two new LNG's or IPSR's. INdigital will work with the carriers that are currently connected to the Frontier selective router for delivery of wireline and wireless 9-1-1 calls to Cumberland County. Traffic will be migrated over, carrier by carrier, to the new LGN's or IPSR's. The target completion date for the migration is August 8, 2018.

INdigital will mirror current call transfer conditions at the time of conversion and will implement 911 call transfer with ANI between neighboring counties of Cumberland County, where possible, post conversion.

Test calls will be made for each carrier either prior or during the cutover to ensure calls are routing correctly and that the proper ANI is being displayed at the PSAP.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ <u>35,585.28</u>
Projected annual recurring 9-1-1 network costs after modification	\$ <u>52,589.28</u>
Installation cost of the project	\$ <u>6,148.00</u>
Anticipated annual revenues	\$ <u>130,000.00</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:

The Cumberland County ETSB is currently wanting to upgrade to Next Generation 911 PSAPs, which will be hosted by INdigital and with Solacom stations. It will currently be funded by ETSB reserve funds as our current equipment requires immediate action. We will bring in 2 positions (one dark) on line at the Cumberland County Sheriff's Department, establish interface with non-emergency lines and radio consoles. Bring mobile position (MEVO) on line for redundancy in case of natural disaster or unforeseen issues with the PSAP.

Future plans include:

- * Improve efficiency and 911 call delivery
- * Enhance interoperability
- * Upgrade network for IP capabilities; Text to 911, videos, images
- * Sharing data with other public agencies
- * Purchasing a new voice recorder

Long term goals:

- * Continue to upgrade and improve technology and move forward with NG911
- * Maintain professional standards and grow as standards change within the industry.
- * Maintain and continue to provide quality training to all staff involved in 911 operations
- * Maintain and continue with Q/A on a monthly basis
- * Continue to work with INdigital and Solacom for improved services on handling and receiving 911 calls.

The ETSB Board is aware of the need to upgrade to NG-911 and that it needs to be done as soon as possible. Thankfully at this time they are willing to spend reserve monies in order to get this much needed upgrade started. However, there is hope that the State of Illinois NG-911 Grant can help us in a financial matter also.

The projected annual recurring 911 network cost after modification is \$ 52,589.28
the projected cost of the project is \$ 6,148.00
and the anticipated annual revenues (estimated) for 2018 is \$130,000.00

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

[illegible]

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

[illegible]

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
IL. State Police Dist. 12	1391 S Washington St. DuQuoin, IL 62382	(618) 542-2171		x	
Cumberland Co. Sheriff's Dept	166 Courthouse Sq. Toledo, IL. 62468	(217) 849-2571	x		
Greenup Police Dept.	115 E Cumberland St Greenup, IL 62428	(217) 923-5555	x		
Toledo Police Dept.	160 Courthouse Sq. Toledo, IL 62468	(217) 849-3336	x		x
Neoga Police Dept.	533 Chestnut Ave. Neoga, IL 62447	(217) 895-2311	x		
Greenup Ambulance Service	115 E. Cumberland St Greenup, IL 62428	(217) 923-3401	x		x
Greenup Fire Protection Dist.	115 E Cumberland St Greenup, IL 62428	(217) 923-5505	x		x
Toledo Ambulance Service	160 Courthouse Sq. Toledo, IL 62468	(217) 849-3336	x		x
Toledo Fire Protection Dist.	160 Courthouse Sq. Toledo, IL 62468	(217) 849-2884	x		
Neoga Ambulance Service	3287 Lake Road Mattoon, IL 61938	(217) 895-3911	x		
Neoga Fire Protection Dist.	757 Chestnut Ave. Neoga, IL 62447	(217) 258-8404			x
Montrose Fire Protection Dist	207 National Rd. Montrose, IL 62445	(217) 924-4200	x		
Sigel Fire Dept.	PO Box 161 Sigel, IL. 62462	(217) 844-2236	x		
Air Evac	6945 N US Highway 45 Watson, IL 62473	(217) 274-9799			x
ARCH	306 W Professional Park Effingham, IL	(217) 342-6793			x
Crooked Creek Fire Protection	PO Box 146 Hidalgo, IL. 62432	(812) 887-8744			x
Effingham City/County Amb	PO Box 154 Altamont, IL 62411	(618) 483-6584			x
Effingham City Police	201 E Jefferson St. Effingham, IL 62401	(217) 345-8441			x
Effingham County Sheriff	101 N fourth St Effingham, IL 62401	(217) 342-2101			
Casey Ambulance Service	203 w Edgar St. Casey, IL 62420	(217) 826-3279			x
Casey Fire Dept.	10234 N 230th St. Casey, IL 62420	(217) 932-2441			x
Casey Police Dept.	108 E Main St. Casey, IL 62420	(217) 330-5653			x
Charleston Fire/Rescue	1510 A St. Charleston, IL 61920	(217) 345-8441			x
Clark Co Ambulance	914 Ash St. Marshall, IL 62441	(217) 826-5847			x
Clark Co Sheriff Dept/911	115 N 5th St. Marshall, IL 62441	(217) 826-3339		x	

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.

[illegible]

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.

[illegible]

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.

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

ATTACHMENTS

Ordinance - The local ordinance which created an ETSB prior to January 1, 2016.

Contracts - The contract for a new 9-1-1 system provider or for NG 9-1-1 service.

Intergovernmental Agreement

Back-up PSAP Agreement - The agreement that establishes back-up service due to interruptions or overflow services between PSAPs.

Network Diagram - Diagram provided by the 9-1-1 System Provider. Re-evaluate P.01 grade of Service for cost savings and network efficiency.

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency) _____, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) _____ receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: _____ (State Specific Procedures if radio frequency-identity number, if talk group-identity name, if telephone-identity telephone number)

Secondary: _____ (State Specific Procedures if radio frequency-identity frequency number, if talk group-identity name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

9-1-1 Authority

Public Safety Agency

By _____

By _____

Title _____

Title _____

ENHANCED

911

Jasper County, Illinois

Jasper County
EMERGENCY TELEPHONE SYSTEM BOARD

P.O. BOX 228
NEWTON, ILLINOIS 62448
618-783-8726
Fax 618-783-3158

January 24, 2018

Call Handling Agreement holder: Cumberland County 9-1-1 ETSB

In response to the annual filing require in 83 Ill. Admin. Code Part 1325, Section 1325.215 and section 750/14 and 750/15 of the Emergency Telephone Systems Act [50 ILCS 750], please let this letter intend that the non-expiring **"CALL HANDLING AGREEMENT"** between your agency and the Jasper County E-911 Emergency Telephone System Board remains unchanged.

As required, a copy of this certification will be filed with the ISP Statewide 9-1-1 Bureau and the Illinois Attorney General's Office.

If you have any questions please contact me at 618-783-8477.

Sincerely,



Clayton W. Curtright
911 Assistant Coordinator

John Phillips

911 Coordinator

TEST PLAN DESCRIPTION

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

All Carriers will make test calls the day of the cutover to the PSAP to confirm that all of their subscribers are able to complete calls to the proper PSAP with correct ANI/ALI information. The wireline carriers will make test calls from each exchange to make sure calls are routing to the correct PSAP with the correct ANI/ALI information. The wireless and VOIP provider will also make test calls and complete correctly as PHASE II with ANI/ALI and Lat/Long. All carriers have a back out plan if they run into problems.

Test calls will be made to confirm overflow, backup, and failover work effectively and properly.

2) List wireline exchanges to be tested.

Consolidated Communications
Frontier
Montrose Mutual

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

AT&T Mobility
Verizon Wireless
Sprint
Mediacom

Ordinance Number 94-1

ON ORDINANCE ESTABLISHING A SURCHARGE TO FUND THE INSTALLATION AND MAINTENANCE OF A 9-1-1 EMERGENCY TELEPHONE SYSTEM AND ESTABLISHING AN EMERGENCY TELEPHONE SYSTEM BOARD IN CUMBERLAND COUNTY ILLINOIS.

WHEREAS the State of Illinois has enacted into law the Emergency Telephone System Act (the "Act"); and

WHEREAS the Act enables counties and municipalities to impose a surcharge upon all telephone subscribers passed through telecommunication carriers at a rate per network connection in order to implement and/or upgrade and maintain a 9-1-1 emergency telephone system; and

WHEREAS the Act allows the telecommunications carrier collecting the surcharge to deduct 3% of the gross amount of surcharge collected; and

WHEREAS the Act further provides that before the surcharge may be imposed it must be authorized by a majority of the voters in a referendum by the county or municipality; and

WHEREAS the County Board of Cumberland deem it to be in the best interest of the County to implement and maintain a "9-1-1" emergency telephone system and to impose a surcharge on subscribers collected by the telecommunications carrier to pay for the costs associated therewith;

NOW THEREFORE, be it ordained by the County Board of Cumberland as follows:

Section One. A surcharge is hereby imposed, subject to the provisions of Section two, upon all telephone subscribers passed through telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of Cumberland County and terminating within the State of Illinois for funding of a 9-1-1 emergency telephone system.

-1-

STATE OF ILLINOIS
CUMBERLAND COUNTY IL.
THIS INSTRUMENT WAS FILED FOR RECORD
ON 21 DAY OF April 1994
AT 1:40 O'CLOCK P.M. & FULLY RECORDED
BOOK 1 OF Ordin PAGE 142-143
Shirley A. Schmitt RECORDER
W. J. Schmitt DEPUTY
0729

M-1

Section Two. The majority of the legal voters voting on the referendum presented to them at the March 15, 1994 Primary Election voted in favor of the imposition of the surcharge.

Section Three. Since a majority of the votes cast upon the question were in favor thereof, a surcharge is hereby imposed at a rate of \$2.50 per month per in-service network connection, as hereinafter defined. A network connection shall not be deemed to be in service where a subscriber's account is uncollectable. In the event \$2.50 exceeds the necessary amount required to maintain the 911 System, this rate could be lowered by the vote of the Cumberland County Board upon the recommendation and consent of the 911 Emergency Telephone System Board. The Cumberland County Board reserves the right to vote as to whether the surcharge could again be increased up to but not to exceed \$2.50 per month.

Section Four. For purpose of this ordinance the following definitions shall apply:

- a. "Network Connection" means the number of voice grade communication channels directly between a subscriber and a telecommunications carrier's public switched network without the intervention of any other telecommunications carrier's switched network which would be required to carry the subscriber's inter premises traffic.
- b. "Transmitting Messages" shall have the meaning ascribed to the term in Section 8-11-2 of the Illinois Municipal code.
- c. "Telecommunications Carrier" means any natural individual, firm, trust, estate, partnership, association, joint stock, company, joint adventure, corporation, municipal corporation or political subdivision of this State, or a receiver, trustee, conservator or other representative appointed by order of any court engaged in the business of transmitting messages by means of electricity,
- d. For the purpose of this Act "telecommunication carrier" does not include a cellular or other mobile communication carrier.

Section Five. The County Clerk shall provide any telecommunication carrier subject to the surcharge with a certified list of those network connections assigned to the county to be exempt from imposition of the surcharge. The certified list may be revised by the County on 60 days prior written notice provided to the telecommunication carriers.

Section Six. The surcharge shall be imposed on the first day of the month following the expiration of 90 days from the date the County Clerk certifies to individual telecommunication carriers subject to the surcharge that the referendum referred to in Section Two has passed.

Section Seven. In lieu of the telecommunication carriers imposing a 3% accounting and collection charge on its subscribers as permitted under the Act, each telecommunications carrier is hereby authorized and instructed to recover said accounting and collection charge by deducting 3% from the gross amount of surcharge collected otherwise due and owing the County prior to remittance under Section Eight of this ordinance.

Section Eight. The amount of surcharge collected by the telecommunications carrier shall be paid to the Treasurer of Cumberland County not later than 30 days after the surcharge is collected, net of any network or other 9-1-1 or sophisticated 9-1-1 system charges then due the particular telecommunication carrier, as shown on an itemized bill and the 3% accounting and collection charge described in Section Seven.

Section Nine. Simultaneously with the remittance described in Section Eight above each telecommunication carrier shall make a return to the County Treasurer for the period to which the remittance applies stating as follows:

1. The name of the telecommunication carrier.
2. The telecommunication carrier's principal place of business.
3. The number of network connections to which the surcharge applies.
4. The amount of surcharge due.
5. Such other reasonable and related information as the corporate authorities may require.

Section Ten. If it shall appear that an amount of surcharge has been paid which was not due under provisions of the ordinance, whether as the result of a mistake of fact or an error of law, then such amount shall be credited against any surcharge due, or to become due, under this ordinance from the telecommunication carrier who made the erroneous payments; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited. Ninety days prior notice shall be given to the Emergency Telephone System Board on any credit against a surcharge due.

Section Eleven. No action to recover any amount of surcharge due under the provisions of this ordinance shall be commenced more than three (3) years after the due date of such amount.

Section Twelve. An Emergency Telephone System Board of Cumberland County, Illinois, is hereby established in accordance with statute and shall be known as the Cumberland County Emergency Telephone System Board (C.C.E.T.S.B.)

Section Thirteen. The C.C.E.T.S.B. shall consist of eleven (11) members who shall be appointed by the Chairman of the County Board, six (6) of whom shall be representative of Public Safety Agency 9-1-1 users (Law enforcement, Fire/Rescue, Emergency Medicine), on the basis of their ability or experience, a representative of the Cumberland County Sheriff's Department, the Cumberland County E.S.D.A. Coordinator, a representative of the Cumberland County Highway Department, a representative of the Cumberland County Treasurer's office, and one Cumberland County Board Member. Members of the C.C.E.T.S.B. shall serve without compensation, but shall be reimbursed for their actual and necessary expenses.

Section Fourteen. The initial term of office for each member of the C.C.E.T.S.B. shall be as follows: Four (4) members shall be appointed for a term of one (1) year, Four (4) members shall be appointed for a term of two (2) years, and three (3) members shall be appointed for a term of three (3) years. All terms shall be measured from the first day of April of the year of appointment. Vacancies shall be filled for the expired term in a same manner as original appointments.

Section Fifteen. The C.C.E.T.S.B. shall have the power and duty to perform the following functions:

1. Planning of a "9-1-1" system;
2. Upgrading or maintenance of the System, including the establishment of equipment specifications and coding systems;
3. Receiving monies from the surcharge imposed under County Board Ordinance passed and adopted April 12, 1994, and from any other source, for deposit into the Emergency Telephone System Fund;
4. Authorizing all disbursements from the fund;
5. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
6. Causing all monies received by the C.C.E.T.S.B. pursuant to the surcharge to be deposited into a separate interest-bearing Emergency Telephone System Fund Account of which the Treasurer of the County of Cumberland is custodian, causing all interest accrued on the fund to remain in the fund, and to make no expenditures from said fund except by resolution passed by a majority of all members of the C.C.E.T.S.B.; which expenditures to be made only to pay for costs associated with the following:
 - a. The design of the Emergency Telephone System;
 - b. The coding of initial master street address, guide data base and updating maintenance thereof;
 - c. The repayment of any monies advanced for the implementation of the System;
 - d. The charges for automatic number identification and automatic location identification equipment;

- c. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges;
- E. Other products and services including personnel costs necessary for the implementation, upgrade and maintenance of the System, including costs directly attributable to the construction, leasing, or costs of the system. Costs directly attributable to the operation of the Emergency Telephone System do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.

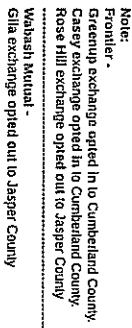
7. Annually prepare and submit to the County Board;


- a. An annual budget showing the estimated receipts and intended disbursements pursuant to this Ordinance, for the fiscal year immediately following the date the budget is submitted, which date must be at least 60 days prior to the fiscal year;
- b. an annual report showing the income and disbursements made pursuant to the Ordinance during the fiscal year preceding the date the annual report is submitted, which date must be within 60 days of the close of the fiscal year.

8. Notify the Chairman of the County Board of all meetings of the C.C.E.T.S.B., making its books and records available to each member of the County Board at all times on request and holding meetings open to the public. Minutes of all meetings shall be sent to each County Board Member by the Secretary of the 911 Emergency Telephone Systems Board. Said minutes are to be delivered to the office of the County Clerk each month for dissemination to the County Board Members.

Section Sixteen. The C.C.E.T.S.B. shall prescribe the time and place of the regularly scheduled C.C.E.T.S.B. meetings and the manner of which special C.C.E.T.S.B. meetings may be called.

<p>Teapopolis (217) 857- Fletcher Road</p>	<p>Existing (Elliingham Co) Trucks</p>
<p>Existing (Elliingham Co) Trucks</p>	



	Ranking program April 7, 2006 Version 3.3	Ranking program Cambland County, IL Updated: 5/25/2016	Amber Unit Counseling The information contained herein is provided to you in plain, unadorned, copyright-free, and unencrypted text. It is not to be used for any other purpose than the one intended.
--	--	---	--

The high-resolution experimental investigation of the physical, chemical and biological processes occurring in the atmosphere is a complex task. The use of remote sensing techniques is a powerful tool for this purpose. The development of new remote sensing techniques is a key to the understanding of the atmosphere. The use of remote sensing techniques is a powerful tool for this purpose. The development of new remote sensing techniques is a key to the understanding of the atmosphere.

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

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

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

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

1. Purpose

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

Type of Agreement/Document

- ☒ Original Agreement
☐ Amendment

2. Parties/Notices:

INDigital:

Communications Venture Corporation (d/b/a INDigital)
("INDigital")

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

Customer:

Cumberland County, IL ETSB ("**Customer**" and together with INDigital, the "**Parties**", and, each, individually, a "**Party**")

Address: 166 Courthouse Sq.
Toledo, IL 62468

Phone: (217)-849-2065
E-mail: cumbco911@cumberlandco.org
Contact Person: Donna Olmstead

3. Effective Date

February 26 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

Cumberland 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 a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INDigital for out-of-pocket expenses incurred by it in connection with performing such additional services.

11. Term

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

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

12. Exhibits

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

13. Other Agreements between Parties

- ☒ Equipment Purchase and Sale Agreement
- ☒ Support and Maintenance Agreement

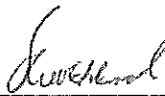
This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect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

CUSTOMER:


Cumberland Co. IL ETSB

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A
INDIGITAL)



Name: *Scott E. Bland*
Title: *Chairman, Cumberland Co. ETSB*



Name: *Jon Whitley*
Title: *CEO*

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

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

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

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

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

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

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

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

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

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

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

Permitted Use in the Territory during the Term.

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

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

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

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

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

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

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

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

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

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

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

5. CONFIDENTIALITY.

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

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

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

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

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
- (b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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

less than a reasonable degree of care;

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

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

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

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

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

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

6. FEES AND PAYMENT.

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

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

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

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

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

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

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

Law;

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

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

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

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

8. **INTELLECTUAL PROPERTY RIGHTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. TERM AND TERMINATION.

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

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

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

- (a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("**Payment Failure**");
- (b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
- (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);
- (d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or

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

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

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

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

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

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

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

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

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

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

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

10. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

10.4. Exceptions. Notwithstanding any

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

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

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

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

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

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

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

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

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

11. INDEMNIFICATION.

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

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

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

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 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:

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

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

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

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

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

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

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

12. LIMITATION OF LIABILITY.

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

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

12.2. CAP ON MONETARY LIABILITY.

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

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

14. FORCE MAJEURE.

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

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

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

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

15. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
Designated Sites

Cumberland County, IL Sheriff's Office
166 Courthouse Sq.
Toledo, IL 62468

EXHIBIT C
Software / Services Description

1. Database Services –

Location Database services for the PSAP. Repository for All. Legacy wireline records in the (Cumberland 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,

2. Routing Services –

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

3. Network Services –

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

4. Text Services –

INdigital Text to 9-1-1 services is a text control services that enables SMS text to the 9-1-1 PSAP that subscribe to the service. The Customer will receive the SMS messages from the major carriers. This inbound service can be enable through a browser based interface or directly integrated with the call handling application via MSRP. This service is considered best effort service and is not regulated.

5. MEVO Services-

A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed at all the two 911 centers. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.

Call Delivery Network

INdigital will take over as the 911 SSP and deliver 911 calls via ESiNet services. INdigital will install a primary carrier grade circuit between the PSAP and the NG9-1-1 controller at Carbondale, IL via Mattoon IL. to transport the 9-1-1 calls via Internet Protocol (IP) to the PSAP(s). The existing IP connection from Carbondale through Indiana will provide an alternate path through IN for redundancy.

INdigital will install a commodity Internet connection to facilitate the formation of an IPsec Virtual Private Network (VPN) connection to the Host location at Consolidated to serve as the backup network if there is a failure in the primary network (SMB circuit). INdigital will provide two Cisco termination routers that will detect and automatically reroute calls to the VPN if there is a failure in the primary network (SMB circuit).

Database

DB will be provided by INdigital

Transfers

Transfer numbers will change based on the availability of INdigital network in the consolidated region.

Backup and Overflow Call Routing

Backup and Overflow call routing to be determined during engineering meetings

EXHIBIT D
Payments and Fees

Schedule of fees itemized by the features being delivered

EQUIPMENT PURCHASE AND SALE AGREEMENT

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

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

1. Purpose

Sale and installation of Equipment

Type of Agreement/Document

- ☒ Original Agreement
☐ Amendment

2. Parties / Notices:

Seller/ INdigital:

Communications Venture Corporation (d/b/a INdigital)
("INdigital")

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

Purchaser / Customer:

Cumberland County, IL ETSB ("Customer" and together with INdigital, the "**Parties**", and, each, individually, a "**Party**")

Address: 166 Courthouse Sq.
Toledo, IL 62468

Phone: (217)-849-2065
E-mail: cumbco911@cumberlandco.org
Contact Person: Donna Olmstead

3. Effective Date

Feb 26 2018

4. Equipment subject to Sale and Installation

See hardware, tools, materials, and equipment listed in Exhibit B ("**Equipment**") attached to, and incorporated in its entirety by reference into, this Agreement.

5. Purchase Price

6. Purchase Price Payment Terms

- 50% within 30 days after the date of execution of the Agreement

- 40% within 30 days after the beginning of the installation
- Remaining 10% after the Acceptance Date

7. Installation Schedule

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

8. Equipment Delivery Site

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

9. Title to Equipment; Risk of Loss

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

- ☐ shipment
☒ delivery

of Equipment to a Customer's Facility.

10. Exhibits

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

11. Other Agreements between Parties

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

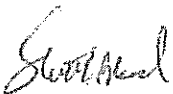
This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect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

CUSTOMER:

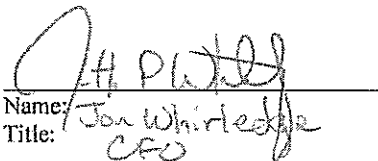
INDIGITAL:

Cumberland County, IL ETSB

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)



Name: Scott Bland
 Title: Chairman ETSB



Name: Jon Whirledge
 Title: CEO

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

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

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

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

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

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

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

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

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

6. **Site Preparation.** Customer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (the "Installation Site"). Specifically, Customer agrees to provide at all times climate controlled facilities at the Installation Site for the proper installation and operation of the Equipment in accordance with the manufacturer's specifications. Customer shall provide all necessary heat, A/C, and electricity, including without limitation backup generator power, where the

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

Equipment will be located within the Installation Site for proper operation of the Equipment. In addition to the foregoing, Customer shall install or cause to be installed all telecommunications and data facilities necessary to properly operate the Equipment which are not specifically provided by INdigital under the Agreement.

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

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

fourteen (14) days after its receipt of an Installation Notice, then the Equipment shall be deemed to meet the Scope of Work and to have been accepted by Customer upon such fourteenth day (the "**Acceptance Date**"), and Customer shall deliver to INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer.

9. Manufacturer's Warranty.

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

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

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

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

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

11. General Indemnification.

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

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

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

12. Default by INDigital

(a) The occurrence of any one or more the

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

following events (herein called "**Events of INdigital Default**") shall constitute a default by INdigital under the Agreement:

- (i) Default by INdigital in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after receipt of a written notice of such default from Customer; or
- (ii) The making of an assignment by INdigital for the benefit of its creditors or the admission by INdigital in writing of its inability to pay its debts as they become due, or the insolvency of INdigital, or the filing by INdigital of a voluntary petition in bankruptcy, or the adjudication of INdigital as bankrupt, or the filing by INdigital of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of INdigital, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by INdigital admitting, or the failure by INdigital to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by INdigital to, or acquiescence by INdigital in, the appointment of any trustee, receiver or liquidator of INdigital or of all or any substantial part of the properties of INdigital, or the commission by INdigital of any act of bankruptcy, as amended; or
- (iii) The failure by INdigital, within sixty (60) days after the commencement of any proceeding against INdigital seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of INdigital, or any trustee, receiver or liquidator of INdigital or of all or any substantial part of the properties of INdigital, to vacate such appointment.
- (b) Upon the occurrence of any one or more

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

13. Default by Customer.

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

- (i) Default by Customer in the payment of any charge payable under the Agreement (including these Terms) as and when the same becomes due and payable and such default continues for a period of fifteen (15) days after written notice of such default from INdigital; or
- (ii) Default by Customer in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after written notice thereof from INdigital; or
- (iii) Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement; or
- (iv) The making of an assignment by Customer for the benefit of its creditors or the admission by Customer in writing of its inability to pay its debts as they become due, or the insolvency of Customer, or the filing by Customer of a voluntary petition in bankruptcy, or the adjudication of Customer as bankrupt, or the filing by Customer of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of Customer, any liquidation, dissolution or similar relief under any present or future statute, law or

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

regulation, or the filing of any answer by Customer admitting, or the failure by Customer to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by Customer to, or acquiescence by Customer in, the appointment of any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, or the commission by Customer of any act of bankruptcy; or

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

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

14. Limitation of Liability.

(a) IN NO EVENT WILL INDIGITAL (OR ANY OF ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, OR INDEPENDENT CONTRACTORS) BE

LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER INDIGITAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

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

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

16. **Confidentiality.**

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

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

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

(c) The Receiving Party shall:

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

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

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

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

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

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

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

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

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

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

17. General.

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

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

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

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

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

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

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

of the Agreement (including these Terms).

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

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

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

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

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

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

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

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

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

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

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

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS
(EQUIPMENT PURCHASE AND SALE AGREEMENT)

certified or registered mail, return receipt requested,
postage prepaid.

EXHIBIT B
DESCRIPTION OF EQUIPMENT

<u>QUANTITY</u>	<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>DELIVERY LOCATION / FACILITY</u>
			Cumberland County Sherriff's Office Dispatch Center - 166 Courthouse Sq. Toledo, IL 62468

EXHIBIT C

INSTALLATION SCHEDULE

Installation Schedule:

INDigital shall be responsible to install the Equipment only when Customer has properly prepared the Installation Site at Customer's sole expense in accordance with the Agreement. Customer shall be responsible for having the Installation Site fully ready to receive the Equipment on the estimated delivery date.

INDigital will install all software and hardware associated with two (2) answer positions of our hosted Solacom Guardian call handling solution and INDigital Texty as outlined in Exhibit B – Description of Equipment and detailed in Exhibit E – Price List. Installation schedule for this hardware and software is to be determined and is impacted by the processes associated with the migration from the current E911 network/call delivery model/provider over to the new INDigital provided Next Gen Core Services (NGCS) IP call delivery model that includes INDigital taking over as the Cumberland Co. IL E911 System Service Provider (SSP) for IP selective routing and ALI database services.

This migration process to a new E911 network requires co-ordination of all current carriers end office trunks for E911 to be redirected to the INDigital IP Selective Routers that will be serving Cumberland County E911 in the future. As part of INDigital's proposed Next Gen Core Services (NGCS) solution to take over as System Service Provider (SSP) for Cumberland County E911, INDigital will provide the notification of the carriers involved, the design/ordering/coordination of this new network with the carriers involved and the hosting of the regularly scheduled co-ordination conference calls for testing and implementation of the new NGCS network and call delivery.

This network migration process generally takes from 3 to 6 months dependent on the cooperation and participation of the carriers involved. The installation of the hosted Solacom Guardian hardware/software and INDigital Texty services are coordinated with this network migration timeline.

EXHIBIT D
SCOPE OF WORK

Cumberland County is a 2-position primary PSAP, located in Cumberland County IL. in Toledo, IL 62448. Primary Admin line number is 217-849-2571.

Currently 911 calls ring the Cumberland County Sheriff Department dispatch location.

The new NG9-1-1 Solacom Guardian call taking system with INdigital's Texty will be installed at the Cumberland County Sheriff's dispatch location.

The Solacom workstations at the county PSAP will be connected to (2) IP routers, connected to (1) high-speed primary IP link and one commodity IP link to the core Illinois ESInets operated by INdigital. One link to the Carbondale Central office via the Mattoon IL ESInet, where the redundant Hosted Solacom Controller is currently accessible and one connection via VPN to the ESInet where access to MEVO systems and redundant IP connections with access to other local, regional and statewide ESInets reside. All IP connections meet CJIS and FCC mandates for security by being provisioned to use AES 256 bit encrypted tunnels.

All administrative and 911 calls will be handled on the Solacom Guardian stations during normal PSAP operations. During any event that inhibits call delivery to the Solacom stations, 911 calls will be rerouted to the MEVO backup phones for call handling from the INdigital IP Selective Router in the core IL ESInet. Administrative calling will also be available during primary system failures via local and/or hosted trunking provided by INdigital's MEVO platform.

The MEVO phones will connect to ESInet based servers hosted from the existing regional ESInet located in Illinois.

Project Management

INdigital will be providing project management for the ordering, installation, provisioning, and training of the new system. A Project Manager will be assigned to the project and provide status and scheduling for the customer.

CPE

Currently operating a hosted CML Sentinel system with Frontier DB. DB and 911 services will be migrating over to INdigital. ALI modems are present at the PSAP but will remove upon completion of system installations at Cumberland.

Cumberland Co. IL ETSB approved and signed a contract for two (2) hosted Solacom answer positions with admin integration to a PBX. The two hosted Solacom positions will be served from the Solacom controller, owned and operated by INdigital located at the Carbondale Communications C.O. Each Solacom workstation will be backed up by a MEVO phone hosted from any available MEVO host within the INdigital ESInet

The Cumberland Co. admin lines will terminate to (2) MP114 Audiocodes gateways with (1) hot standby MP114 for events requiring a quick fix to admin line issues. This backup MP114 should be configured with an available IP address and tested but it should not be connected to power until/if it is needed. Each MP114 will convert analog calls to IP for delivery to the local INdigital Admin integration server which will then pass the calls up to the Solacom controller and back to the PSAP for answering on the Solacom IWS.

Cumberland Co. has also purchased 2 Texty licenses that will allow Texty to run on the Solacom Guardian answer positions.

Training

INDigital will provide training for dispatchers. INDigital will provide onsite training to dispatchers. INDigital will also provide PSAP administrator training on how to submit trouble tickets, investigate calls, and run reports.

Post Cut Services

TO BE DEFINED

EXHIBIT E

PRICE LIST

INDIGITAL HOSTED SOLACOM GUARDIAN W/ MEVO BACKUP – 2 POSITIONS

EXHIBIT E

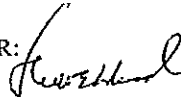
FORM OF CERTIFICATE OF ACCEPTANCE

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

Dated _____, 20__

In compliance with the terms, conditions and provisions of the Equipment Purchase and Sale Agreement dated _____, 20__ (the "Agreement"), by and between the undersigned ("Customer") and Communication Venture Corporation (d/b/a INdigital) ("INdigital"), Customer hereby:

- (a) certifies and warrants that all equipment described in the above-referenced Agreement (the "Equipment") is delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;
- (b) accepts all of the Equipment for all purposes under the Agreement and all attendant documents as of this _____ day of _____, 20__ (the "Acceptance Date").

CUSTOMER: 

Printed Name: Scott Edmond
Title: Chairman Corp to ETSB

SUPPORT AND MAINTENANCE AGREEMENT

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

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

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

1. Purpose

INdigital to provide to Customer certain support and maintenance services (see below in *Scope of Services*) for the Equipment and Software described in Exhibit C attached to, and incorporated by reference into, this Agreement.

Type of Agreement/Document

- ☒ Original Agreement
☐ Amendment

2. Parties / Notices:

INdigital:

Communications Venture Corporation (d/b/a INdigital)
("INdigital")
1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: contracts@indigital.net
Attention: Contract Administration

Customer:

Cumberland County, IL ETSB ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")
Address: 166 Courthouse Sq.
Toledo, IL 62468

Phone: 217-849-2065
E-mail: cumbco911@cumberlandco.org
Contact Person: Donna Olmstead
Technical Contact:
Phone:
E-mail:

3. Execution Date

February 26 2018 (the "Execution Date")

4. Scope of Services

- ☒ **24/7 Support and Maintenance:** Telephone, website, and e-mail-based support through INdigital's Quality Resolution Center ("QRC") in connection with the identification, diagnosis, and correction of Errors, and as necessary on-site technical support at Customer's Designated Site(s).

Maintenance services shall also include any Maintenance Releases to be provided pursuant to the terms and conditions of the Software License Agreement, and shall include inspection of any Equipment at the Designated Sites on a regular basis as prescribed in the owner's maintenance documentation provided by the Equipment manufacturer with respect to each piece of Equipment or as may otherwise be agreed upon by the Parties in writing (the "Support and Maintenance Services").

- ☐ **Training:** Up to _____ hours of training to Customer's employees on using the Equipment and Software. Training to be conducted:
- ☐ remotely
 - ☐ at a Designated Site.

5. Subcontractors

INDigital may, in its sole discretion, perform any of the Services by or through third parties selected by INDigital in its sole and absolute discretion.

6. Service Fees

- ☐ **24/7 Support and Maintenance** – Annual Fee as set forth on Exhibit D attached to, and incorporated by reference into, this Agreement.
- ☐ **Training** – INDigital's standard hourly rates then in effect.*

In any event, Customer shall pay for any materials and parts used and/or provided by INDigital, which are not otherwise covered by a manufacturer's warranty, in the performance of the Services at the then current list price for such materials/plus, plus any freight, transportation and taxes, F.O.B. Customer's Designated Site.

*Standard hourly rates as of the date of the Agreement are set forth in Exhibit D attached to, and incorporated by reference into, this Agreement.

7. Fee Increases

INDigital may increase any Annual Fee for any renewal year and its standard hourly rates at any time.

8. Expense Reimbursement

Customer shall reimburse INDigital for all out-of-pocket expenses incurred by INDigital in connection with performing Services upon determination that an issue was caused by the actions of Customer or another third party and not INDigital or its Subcontractors.

9. Payment Terms

- ☒ **Annual Fee for Support and Maintenance Services:**
- Prepaid Years 2-5 Annual Fee for Support and Maintenance Services during Initial Term: shall be paid by Customer within thirty (30) days after the Execution Date.
 - Annual Fee for Support and Maintenance Services following initial prepaid years 2-5 contract to be adjusted at current Consumer Price Index (CPI) not to exceed 6% per year : shall be paid by Customer

within thirty (30) days after the commencement of each applicable Renewal Term.

☐ **Other Services (including, as applicable, Training) –** Shall be paid by Customer within thirty (30) days after the invoice date therefor.

10. Term

- **Initial Term:** 48 months following initial one year warranty period starting 12 months from date of system acceptance.
- **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.

11. Exhibits

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

12. Other Agreements between Parties

- ☒ **Equipment Purchase and Sale Agreement**
- ☒ **Enhanced 9-1-1 Services Software License Agreement**

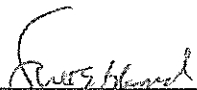
This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect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

CUSTOMER:

INDIGITAL:

Cumberland County, IL ETSB

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)


Name: _____
Title: *Chairman Cumberland County ETSB*



Name: _____
Title: *Jonathan Whiteledge
CEO*

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

These General Terms and Conditions for INdigital's Support and Maintenance Services (the "**Terms**") supplement the related specific Support and Maintenance Agreement (together with the Terms, the "**Agreement**") between you ("**you**" or "**Customer**") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("**INDigital**"), for the provision by INdigital to you of certain support and maintenance services 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, 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**".

Capitalized terms used, but not defined, in these Terms shall have the meanings ascribed to them in the Agreement.

1. SERVICES.

1.1. Scope of Services. Subject to the terms and conditions of the Agreement (including these Terms) and conditioned on compliance by Customer and its employees, officers, directors, consultants, agents, independent contractors, and other representatives (collectively, the "**Representatives**") with the Agreement (including these Terms) and, provided, that all Equipment and Software installations must have been completed by a designated INdigital installer, or deemed to be correctly installed, in INdigital's sole discretion, during the Term, INdigital will provide services to Customer as set forth in Section 2 of the Agreement (the "**Services**"). During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the

Software License Agreement; and (iv) may, in its sole discretion, change any aspect of the Services or their performance on written notice to Customer, provided that no such change materially reduces or otherwise has a material adverse effect on INdigital's obligation to provide the Services under the Agreement (including these Terms) or Customer's rights under the Agreement (including these Terms). "**Maintenance Release**" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Software Documentation, which INdigital 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. Customer acknowledges that Customer does not have any right under or in connection with the Agreement (including these Terms) to receive any new versions of the Software that INdigital, in its sole discretion, may release from time to time.

INDigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "**Incident**", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

1.2. Subcontractors. INdigital may, in its sole discretion, perform any of the Services by or through third parties (each, a "**Subcontractor**") or any other employees, agents, or independent contractors of INdigital or any Subcontractor ("**Services Personnel**").

1.3. Effect of Customer Failure or Delay. INdigital is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the Agreement (including these Terms) or, if applicable, the Equipment Purchase Agreement or the Software

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

License Agreement (each, a "Customer Failure").

1.4. Service Exceptions. INdigital has no obligation to provide Services relating to a reproducible failure of the Software to perform in substantial conformity with the specifications set forth in the Software Documentation, whose origin can be isolated to a single cause (each, an "Error") or any failure of the Equipment to perform in accordance with the manufacturer's specifications that, in whole or in part, arise out of or result from any of the following (each a "Service Exception"):

- (a) Equipment or any components or parts thereof are modified or damaged by Customer or any third party;
- (b) Software, or the media on which it is provided, that is modified or damaged by Customer or any third party;
- (c) any operation or use of, or other activity relating to: (i) the Equipment other than as specified in the manuals, instructions, specifications, and other documents and materials issued by the manufacturer of the Equipment describing the functionality, components, features, or requirements of the Equipment ("Equipment Documentation"), including any operation or use of the Equipment with any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Equipment Documentation; or (ii) the Software other than as specified in the manuals, instructions, specifications, and other documents and materials that INdigital provides or makes available to Customer in any medium and which describe the functionality, components, features, or requirements of the Software ("Software 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 Software Documentation, unless otherwise expressly permitted in writing by INdigital;
- (d) any 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, system, network, or other product, facility, equipment or device; and (c) accessories, components, parts, or features of any of the foregoing ("Third-Party Materials");
- (e) any negligence, abuse, misapplication, or misuse of the Equipment and/or the Software other than by Services Personnel, including any Customer use of the Equipment other than as specified in the Equipment Documentation or any Customer use of the Software other than as specified in the Software Documentation;
- (f) any Customer Failure;
- (g) the operation of, or access to, Customer's or a third party's system or network;
- (h) any relocation, installation or integration of the Software other than by Services Personnel;
- (i) 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;
- (j) any material breach of or noncompliance with any provision of the Agreement (including these Terms) or, if applicable, the Equipment Purchase Agreement or the Software License Agreement by Customer or any of its Representatives;
- (k) any Force Majeure Event (including abnormal physical or electrical stress); or
- (l) any failure or interruption of any electrical power, or any accident or cause external to the Equipment or Software, including, but not limited to, problems or malfunctions related to

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

Customer's network, database, third party products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

2. CUSTOMER RESPONSIBILITIES.

2.1. Notification. Customer shall immediately notify INdigital of any failure of the Equipment or Error with the Software and provide INdigital with reasonable detail of the nature and circumstances of such failure or Error.

2.2. Compliance. Customer shall comply with all terms and conditions of the Agreement (including these Terms) and, as applicable, any other agreements between INdigital and Customer, including, without limitation, those agreements identified in Section 12 of the Agreement.

2.3. Use. Customer shall use the Equipment and Software solely in accordance with the terms and conditions set forth in the Equipment Documentation and the Software Documentation.

2.4. Environment. Unless otherwise agreed by the Parties in writing, Customer shall set up, maintain, and operate all environmental conditions and components, strictly in accordance with the Software Documentation, the Equipment Documentation and any manufacturer specifications. In furtherance and not in limitation of the foregoing, Customer shall provide at all times during the Term climate controlled facilities at the Designated Sites for the proper operation of the Equipment and Software in accordance with the Equipment Documentation, the Software Documentation and manufacturer's specifications. Customer shall provide all necessary heat, a/c, and electricity where the Equipment is located within the Designated Sites for proper operation of the Equipment.

2.5. Access. In connection with the performance of the Services, Customer shall provide Services Personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable INdigital to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and

conditions of the Agreement (including these Terms), including:

- (a) reasonable, uninterrupted access to the Equipment, Software and Customer's premises, systems, networks, and facilities;
- (b) a safe working environment;
- (c) reasonable access to the appropriate Customer personnel; and
- (d) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

2.6. Data Back-up. Customer agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

2.7. Technical Contact. Customer shall designate and maintain throughout the Term one or more individuals to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services (each, a "**Technical Contact**"). The Technical Contact(s) shall be the sole contact(s) between Customer and INdigital in connection with day-to-day matters relating to the provision of Services and be responsible for reporting any Incidents, providing day-to-day consents and approvals on behalf of Customer, and communicating with and providing timely and accurate information and feedback to INdigital in connection with the Services. Customer shall ensure its Technical Contact(s) has the requisite organizational authority, skill, experience, and other qualifications to perform these duties. Customer shall use commercially reasonable efforts to maintain the same Technical Contact(s) in place throughout the Term and provide at least thirty (30) days' prior written notice to INdigital of any replacement or change in the name or contact information of any Technical Contact.

2.8. Information. Customer shall provide INdigital with all information reasonably requested by INdigital from time to time relating to Customer's use of the Equipment, Software or Services, including information on Customer's

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

hardware, network, systems, and any related Third-Party Materials.

2.9. Current Release. Except as otherwise specified in the Agreement (including these Terms), Customer must run only the current release level of the Software that INdigital has made available to its customers.

2.10. Parts and Materials. Customer agrees that INdigital may purchase on Customer's behalf such parts, supplies, and other materials required to make necessary repairs to the Equipment and Software, and Customer will be responsible for reimbursing INdigital for the cost of parts, supplies, and other materials required to make necessary repairs resulting from issues caused by Customer or any other third-party, excepting INdigital and its Subcontractors.

2.11. Non-Solicitation. Without the prior written consent of INdigital, which consent may be withheld in INdigital's sole discretion, during the Term and for Three (3) years after the termination or expiration thereof, Customer shall not, and shall not assist any other person or entity to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any individual) for employment or engagement as an independent contractor any Services Personnel then or within the prior 12 months employed or engaged by INdigital or any Subcontractor, including those involved in any respect with the Services or the performance of the Agreement. In the event of a violation of this Section 2.9, INdigital will be entitled to liquidated damages equal to the compensation paid by INdigital to the applicable employee or contractor during the prior 12 months.

2.12. Responsibility for Representatives. Customer shall remain responsible and liable for: (a) the supervision, coordination, and performance of Customer's Representatives in connection with the Agreement (including these Terms); and (b) all acts and omissions of Customer's Representatives, each of which shall be ascribed to the Customer to the same extent as if such acts or omissions were by Customer itself. Any noncompliance by any Customer Representative with the provisions of the Agreement (including these Terms) will constitute Customer's breach of the Agreement (including these Terms)

3. TERM AND TERMINATION.

3.1. Initial Term. The initial term is as set forth in Section 10 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

3.2. Renewal Term. The Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the express provisions of the Agreement (including these Terms) 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**").

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

- (a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement ("**Payment Failure**"), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof;
- (b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
- (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure which shall be governed by Section 3.3(a) of these Terms);
- (d) by INdigital, effective immediately, on the expiration or earlier termination of the Software License Agreement (provided, however, that the expiration or termination of the Agreement shall not terminate or otherwise affect the Software License Agreement, except

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

as otherwise expressly provided therein);

- (e) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property;
- (f) by INdigital, upon thirty (30) days' notice to Customer, if INdigital decides to no longer offer Services to its customers in general, subject to the Refund;
- (g) 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; or
- (h) by Customer, at any time during the Initial Term or a Renewal Term for any reason by providing INdigital with thirty (30) days prior written notice, but in such event Customer shall not be entitled to any Refunds.

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

- (a) all rights, licenses, and authorizations granted to Customer under the Agreement (including these Terms) will immediately terminate and Customer shall: (i) immediately cease all use of and other activities with respect to the Confidential Information of INdigital relating to the Services; and (ii) within thirty (30) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer

directly or indirectly controls, 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; and (iii) certify to INdigital in a signed written instrument that Customer has complied with the requirements of this Section 3.4.

- (b) Subject to Section 3.4(c) of these Terms, 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 termination of the Agreement; and
- (c) If the Agreement is terminated by Customer pursuant to Section 3.3(c) of these Terms, Customer's sole and exclusive remedy shall be to receive a refund in an amount equal to the most recent Annual Fee paid by Customer to INdigital times a fraction, the numerator of which is the number of months remaining in the current term and the denominator of which is twelve (12) (a "Refund"). Customer shall not be entitled to receive any Refunds for any termination of the Agreement pursuant to Sections 3.3(a), (b), (c) (if the Agreement is terminated by INdigital), (d), (e), (f), (g) or (h) of these Terms.

3.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation, or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement: this Section 3.5, Section 3.4 of these Terms (Effect of Termination or Expiration), Section 5 of these Terms (Confidentiality), Section 6.1 (Mutual Representations and Warranties), Section 6.3 of these Terms (Disclaimer), Section 7 of these Terms (Limitation of Liability), Section 8 of these

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

Terms (Indemnification) and Section 10
(Miscellaneous).

4. FEES AND PAYMENT TERMS.

4.1. Fees. In consideration of the Services and the rights granted by INdigital to Customer under the Agreement (including these Terms), during the Term, Customer shall pay to INdigital an annual fee (an “Annual Fee”) in the amount set forth in Exhibit D attached to, and incorporated by reference into, the Agreement. For all other services, including, without limitation, training (if any), Customer shall pay for such Services at INdigital’s standard hourly rates then in effect.

In addition to the compensation for the Services, INdigital will charge, and Customer agrees to pay, for materials and parts as required pursuant to Section 2.10 of these Terms. Prices for materials and parts for the Equipment shall be as specified in Section 6 of the Agreement. Title to parts shall pass to Customer when the parts are installed by INdigital in the Equipment. Any cost or expense for any special or expedited delivery or shipping requested by Customer shall be borne solely by Customer.

4.2. Fee Increases. INdigital may increase any Annual Fee for any contract year and its standard hourly rates at any time, and Exhibit D to the Agreement will be deemed to be amended accordingly. In furtherance and not in limitation of the foregoing, should Customer remove the Software and/or Equipment from the Designated Sites to another location, INdigital reserves the right to increase its rates and fees for continued Services under the Agreement, based upon the distance and any costs associated with providing the Services at Customer’s new location.

4.3. Reimbursable Expenses. In addition to paying applicable fees as specified in the Agreement (including these Terms), Customer shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing any Services to resolve issues determined to be caused by Customer or any other third party, and not by INdigital or its Subcontractors (“Reimbursable Expenses”), so long as INdigital and Customer mutually agree, in a separate writing and prior to the performance of such Services, that Customer shall be responsible for such Reimbursable Expenses.

4.4. Taxes. All Annual Fees and other fees and 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 (including these Terms), other than any taxes imposed on INdigital’s income.

4.5. Payment. Customer shall pay the full amount of each Annual Fee as set forth in Section 9 of the Agreement and all other fees and amounts payable by Customer under the Agreement within thirty (30) days after the date of the invoice therefor (unless otherwise agreed to by the Parties in writing). Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified by INdigital.

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

- (a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;
- (b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys’ fees, court costs, and collection agency fees; and
- (c) if such failure continues for fifteen (15) days following written notice thereof, INdigital may suspend performance of the Services until all past due amounts, including interest, have been paid, without incurring any obligation or liability to Customer or any other person or entity by reason of such suspension.

4.7. No Deductions or Setoffs. All amounts payable to INdigital under the Agreement

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

(including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement (including these Terms), each Party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other Party (as the “**Receiving Party**”). 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 Deliverables are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital. The term “**Deliverables**” means the Maintenance Releases, Software Documentation, and any other work product that INdigital provides or makes available to Customer in connection with the Services.

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. 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 5.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 5; and (iii) are bound by 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; and
- (d) ensure its Representatives’ compliance with, and be responsible and liable for any of its Representatives’ non-

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

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 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.

5.6. Proprietary Rights. INdigital retains at all times all right, title and interest in and to the Software (except for the limited license granted to Customer under the Software License Agreement) and any products, tools, techniques, and other materials used in connection with providing Services under the Agreement.

6. REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMER

6.1. 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 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.

6.2. Additional INdigital Representations and Warranties. INdigital represents, warrants, and covenants to Customer that, during the Term, INdigital will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Agreement.

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

6.3. DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENTS, INCLUDING WITHOUT LIMITATION THE EQUIPMENT PURCHASE AGREEMENT OR SOFTWARE LICENSE AGREEMENT (AS APPLICABLE), THE EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, THE SERVICES, THE DELIVERABLES, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIAL, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. FURTHER, INDIGITAL HAS NOT MADE AND DOES NOT MAKE, TO CUSTOMER OR OTHERS ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, NOR WITH RESPECT TO THE EQUIPMENT'S MANUFACTURE, DESIGN, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, OR MERCHANTABILITY, AND INDIGITAL SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR ANY PATENT OR LATENT DEFECTS IN THE EQUIPMENT OR ANY DAMAGES ARISING THEREFROM. 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 THIRD-PARTY MATERIALS.

7. LIMITATION OF LIABILITY.

7.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF USE, DATA, BUSINESS REVENUE, PROFIT, GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY EQUIPMENT, (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.

7.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF INDIGITAL AND ITS SERVICE PROVIDERS, LICENSORS, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS),

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

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 AND FEES PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THE AGREEMENT (INCLUDING THESE TERMS) FAIL OF THEIR ESSENTIAL PURPOSE.

8. INDEMNIFICATION.

8.1. 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 claim, suit, action, or proceeding (each, an "Action") by a third party (other than an affiliate of Customer) to the extent that such Losses arise from any allegation in such Action that any of the Services or Deliverables 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 in the US after the Execution Date;
- (c) negligence, abuse, misapplication, or misuse of the Software or any Deliverables other than by Services Personnel;
- (d) events or circumstances outside of INDigital's commercially reasonable control (including any bugs, defects, or malfunctions of any third-party software, hardware, firmware, system, or network); or
- (e) act, omission, or other fact referred to in any of Sections 8.2(a) through Section 8.2(d) of these Terms, irrespective of whether Customer is obligated to indemnify INDigital as a result thereof.

"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.

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

- (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) modification of the Software or any Deliverables by Customer other than: (A) by Services Personnel in connection with the Agreement (including these Terms); or (B) with INDigital's express written authorization and in strict accordance with INDigital's written directions and specifications;
 - (ii) incorporation, combination, operation, or use of the Software, Services, or any Deliverables by Customer with any good, service, technology, or other matter whatsoever (including any software, hardware, firmware, system, or network) that is neither provided by Services Personnel nor expressly authorized by INDigital in any of the Software License Agreement, the Agreement (including these Terms) or the Equipment Documentation or Software Documentation;
 - (iii) good, service, technology, or other matter whatsoever (including any

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

software, hardware, firmware, system, or network) 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 any Deliverables;

- (iv) use of the Software or any Deliverables by Customer after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation, or other violation of a third party's rights; or
- (v) failure by Customer to timely implement any Maintenance Release, modification, update, or replacement of the Software or any Deliverables made available to Customer by or on behalf of INdigital;

The term "**Intellectual Property Right**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- (b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant, or obligation under the Equipment Purchase Agreement, the Software License Agreement or 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 Equipment, the Software, the Services, the Deliverables, or otherwise in connection with the Agreement (including these Terms); or
- (d) of or relating to use of or other act

relating to the Equipment, the Software, the Services, or the Deliverables by or on behalf of Customer that is: (i) outside the scope of Customer's license under the Software License Agreement or the purpose, scope, or manner of use authorized by the Software License Agreement, the Agreement (including these Terms), the Equipment Documentation or the Software Documentation; or (ii) in any manner contrary to INdigital's instructions.

8.3. 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 8.1 or Section 8.2 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 8.3 will not relieve the Indemnitor of its obligations under this Section 8 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.

8.4. Mitigation. If the Services or Deliverables, or any part of thereof, are, or in INdigital's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's use of any of the Services or Deliverables 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 such Services and/or Deliverables, as applicable, materially

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

- as contemplated by the Agreement;
- (b) modify or replace such Services and/or Deliverables, as applicable, in whole or in part, to seek to make these non-infringing, while providing materially equivalent features and functionality, and such Services and Deliverables as so modified or replaced will constitute Services and Deliverables under the Agreement; or
 - (c) by written notice to Customer, terminate the Agreement with respect to all or part of the Services and/or Deliverables, as applicable, and require Customer to immediately cease any use of the Services and/or Deliverables or any specified part or feature thereof, provided that, subject to Customer's compliance with its post-termination obligations set forth in these Terms, Customer will be entitled to a Refund.

THIS SECTION 8 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 THESE TERMS (INCLUDING THE SERVICES AND DELIVERABLES) INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

9. FORCE MAJEURE.

9.1. 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 embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or shortage of adequate power, telecommunications, or transportation. Either Party may terminate the Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of ninety (90) days or more.

9.2. INDigital's 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.

10. MISCELLANEOUS.

10.1. 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.

10.2. 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 10.2 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

10.3. Interpretation. For purposes of the Agreement (including these Terms): (i) the words

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

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

10.4. 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).

10.5. Entire Agreement. The Agreement, together with these Terms, the Equipment Purchase Agreement and the Software License Agreement (to the extent the Parties have entered into any of the foregoing agreements and such agreements are in force and effect on the Execution Date), and any other documents incorporated into the Agreement by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10.6. 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 10.6 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.

10.7. 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 any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

10.8. 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.

10.9. 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

EXHIBIT A

GENERAL TERMS AND CONDITIONS (SUPPORT AND MAINTENANCE SERVICES)

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.

10.10. Governing Law; Submission to Jurisdiction. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District of Northern Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

10.11. 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).

10.12. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer or its Representatives of any of its obligations under Section 2 of these Terms (Customer Responsibilities) or Section 5 of these Terms (Confidentiality) or Section 8 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.

10.13. 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

Cumberland Co. IL Sheriff's Office
166 Courthouse Sq.
Toledo, IL 62468

EXHIBIT C
Equipment and Software

QTY	Part #	description
		2 Solacom Guardian workstations hosted controller
		ANI/ALI controller hardware
		INdigital hosted ANI/ALI controller
		Workstation hardware
2	IN450046b	Dell Precision Workstation T3420 SFF
2	IN450047b	Planar PCT2265 22" Full HD
2	IN450048	Logitech X-140 Speakers
2	IN450050	Asus Xonar D1 Audio Card
2	IN450056	Position Audio Controller
		Solacom Software licenses
2	IN450054	Solacom Guardian software license
2	IN450055	Highergrounds IRR (instant recall recorder)
		Solacom Enhanced MIS/Reports Package
2		MIS Position Licenses
		5 Years MIS Annual Support
		Hosted Controller Licenses
2		Hosted Controller Access License
2		
2	IN450040	MEVO answering positions
1	IN450119	Admin integration starter kit (less than 5)
2	IN450098	Texty Software Licenses

EXHIBIT D
Fees

INdigital prepaid years 2-5 annual support and maintenance services -