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: 01/22/2020

Type of Change:	☒ Long Form Modification Plan	☐ Short Form Modification Plan
Current System Name:	Population Served	Land Area in Sq Miles
Warren County 911	17707	543

List PSAPs:	Primary	Secondary
Warren County Dispatch	x	

911 System Contact: Ken Helms

Street Address: 500 South Main Street

City, State and Zip Code: Monmouth, Illinois 61462

Office Telephone: (309) 734-8383

Cellular Telephone: (309) 536-1046

Email: ken.helms@cityofmonmouth.com

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, Kenneth Helms, first being duly sworn upon oath, depose and say that I am 911 Coordinator, of Warren County 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.

Subscribed and sworn to before me

this 22 day of January, 20 20.

Jane A. Berg
NOTARY PUBLIC, ILLINOIS

OFFICIAL SEAL
JANE A. BERG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-3-2020

9-1-1 SYSTEM PROVIDER
LETTER OF INTENT

01.22.2020
(Date)

Jim Tollaksen
(9-1-1 System Provider Company Representative)

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

1616 Directors Row
(Street Address)

Fort Wayne, Indiana, 46808
(City, State, Zip Code)

Dear Mr. Tollaksen:

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:

The Warren County Emergency Telephone System Board is requesting to change it's 9-1-1 System Service Provider (9-1-1 SSP) from Frontier Communications to INdigital telecom. The system will be provisioned as an IP based NG911 System. The Warren County ETSB is upgrading their falling 9-1-1 call taking equipment to a hosted Vesta system that is capable of receiving 9-1-1 calls using IP.
The Warren 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 Warren County PSAP. Access is password protected. The Enhanced 9-1-1 network is private with no outside access. There will be redundant Legacy Network Gateways (LNG's) and Internet Protocol Selective Routers (IPSR's). One router is located in Geneseo, IL and the other is located in Cambridge, 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 9-1-1 SSP's for routing of split exchanges where necessary.
INdigital will administer the 9-1-1 database and MSAG for Warren County subscribers. INdigital will request TN loads and updates from the carriers prior to the cutover and assume all 9-1-1 SSP administrative responsibilities for the database at the time of conversion. INdigital will work with the carriers and Warren County to keep the database up to date and in compliance with 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 Warren County. Traffic will be migrated over, carrier by carrier, to the new LNGs or IPSRs. The target completion date for the migration is March 17, 2020.
INdigital will mirror current call transfer conditions at the time of conversion and will implement 9-1-1 call transfer with ANI between neighboring counties of Warren County, where possible, post conversion.
Test calls will be made for each carrier either prior to or during the cutover to ensure calls are routing correctly and that the proper ANI is being displayed at the PSAP.

Plan Narrative:

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	$	$ 30,108.00
Projected annual recurring 9-1-1 network costs after modification	$	$ 25,740.00
Installation cost of the project	$	$ 7,167.88
Anticipated annual revenues	$	$ 324,000.00

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:

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
Monmouth, Illinois	
Kirkwood, Illinois	
Roseville, Illinois	
Gerlaw, Illinois	
Smithshire, Illinois	
Swan Creek, Illinois	
Avon, Illinois	
Little York, Illinois	
Cameron, Illinois	
Alexis, Illinois	
North Henderson, Illinois	
Village Of Greenbush, Illinois	
Village of Berwick, Illinois	

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code

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
Monmouth Police Department	500 South Main Street, Monmouth, 61462	(309) 734-8383	x		
Monmouth Fire Department	601 industrial road, Monmouth, 61462	(309) 734-8428	x		
GHAS Ambulance Service	700 Industrial road, Monmouth, 61462	(309) 734-7331	x		
Warren County Sheriffs Office	121 North A Street, Monmouth, 61462	(309) 734-8505	x		
Central Warren Fire Rescue	645 railroad street, Cameron, 61423	(309) 563-9650	x		
Gerlaw Fire	930 245th Avenue, Gerlaw, 61435	(309) 297-0542	x		
Alexis Fire	108 East Palmer, Alexis, 61412	(309) 482-5551	x		
Alexis Ambulance	106 East Palmer, Alexis, 61412	(309) 482-6128	x		
Roseville Fire Protection	571 State Hwy 116, Roseville, 61473	(309) 426-2630	x		
Swan Creek Fire	Swan Creek, 61473	(309) 426-2630	x		
Avon Fire	P.O. Box. Avon, Illinois 61415	(309) 299-3709	x		
Little York Fire	105 East Main, Little york, 61453	(309) 729-5222	x		
North Henderson Fire	300 Oliver Street, North Henderson, 61466	(309) 482-5543	x		
Smithshire Fire	223 Anderson Street, Smithshire, 61478	(309) 325-7151	x		
Seaton Fire	Seaton, 61476	(309) 371-5746	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.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay

ADJACENT AGENCIES LIST

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

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER

ADJACENT AGENCIES LIST

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

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Knox County Dispatch	150 South Broad Street, Galesburg, 61401	(309) 343-9151
Mercer County Dispatch	906 SW 3rd street, Aledo, 61231	(309) 582-5194
Henderson County Dispatch	114 N 4th Street, Oquawka, 61469	(309) 867-4291
Mcdonough County Dispatch	116 S Mcarthur Street, Macomb, 61455	(309) 833-2323
Fulton County Dispatch	268 West Washington, Lewistown, 61542	(309) 547-2277

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Frontier Communications		
CenturyLink		
Mcdonough Telephone		
Us Cellular		
Sprint		
At&t		
Verizon Wireless		
T-Mobile		
Intelliquent		
Comcast		
Mediacom		
West		
Level 3		

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER

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) Monmouth Police dept, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 154.7625 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 734-8383 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Monmouth Police department
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By
Title 911 Coordinator	Title Police Chief

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) WARREN COUNTY S/O, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PAGE STARCOM 21 TALK 5576 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-734-8505 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Warren County Sheriff's Dept
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By
Title 911 Coordinator	Title Sheriff

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) Monmouth Police dept, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 154.7625 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 734-8383 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Monmouth Police department
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By [signature]
Title 911 Coordinator	Title Police Chief

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) GHAS Ambulance Service, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PASE - 155.085 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-734-7331 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Galesburg Hospitals Ambulance Service
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By
Title 911 Coordinator	Title Director of Operations

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) Monmouth Fire dept. , for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 153.89 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-734-8428 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Monmouth Fire Department
9-1-1 Authority	Public Safety Agency
By KCN HCLMS	By Casey Kenroat
Title 911 Coordinator	Title Fire Chief

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) Little York Fire dept, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 155.085 -Page (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-729-5222 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Little York FD
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By Gene Wood
Title 911 Coordinator	Title Chief

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) Gerlaw Fire Dept., for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 154385 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-297-0542 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	GERLAW FIRE DEPARTMENT
9-1-1 Authority	Public Safety Agency
By KEN HOLMS	By [signature]
Title 911 Coordinator	Title CHIEF

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) Alexis Fire dept. , for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 154365 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-762-5557 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Alexis Fire Department
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By [signature]
Title 911 Coordinator	Title Chief

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) Avon Fire Dept., for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PAGE 158.82 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call - 307-297-3709 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Avon Fire Dept
9-1-1 Authority	Public Safety Agency
By KEN HOLMS	By STEVE BERNHART
Title 911 Coordinator	Title CHIEF

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) SWAN CREEK Fire dept. , for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PAGE 15882 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-426-2630 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By W. Tapp
Title 911 Coordinator	Title CHIEF

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) Alexs Ambulance, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 154.385 (State Specific Procedures if radio frequency-identity number, if talk group-identity name, if telephone-identity telephone number)

Secondary: Call 309-452-6128 (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.

Warren County 911	Alexis-N. Henderson Ambulance
9-1-1 Authority	Public Safety Agency
By KEN HOLMS	By Daniel Switzer
Title 911 Coordinator	Title President

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) Smithshire Fire dept. , for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PAGE 158.82mhz (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-325-7151 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By W. Tay
Title 911 Coordinator	Title CHIEF

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) Roseville Fire dept, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: PAGE 158.82 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-426-2630 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By
Title 911 Coordinator	Title CHIEF

EXHIBITS 8 & 9

AGREEMENT

DATE: April 8th, 2020

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as PSAP, and the Mercer County 911 for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING (Exhibit 8)

Warren County 911 Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

Primary: Mercer County Dispatch: 582-5194

Secondary: Mercer County Dispatch: 582-5194

AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

Warren County 911	Mercer County 911
PSAP	AGENCY
By:	By: JIM MCINTYRE
Title: 911 Coordinator	Title: 911 COORDINATOR

85 Ill.Admin.Code Part 1325, section 1325.210 The General Assembly declares that a main purpose in enacting this Act is to eliminate instances in which a responding agency or which a requesting emergency service refuses to render aid to the requestor because the requestor is outside of the jurisdictional boundaries of the emergency service. Therefore, in implementing systems under this Act, all public agencies in a single system shall enter into a joint powers agreement or any other form of written cooperative agreement which is applicable when needs arise on a short-term basis. Certified notification of the contents of such agreements shall be made among the involved parties on a annual basis. In addition, such agreements shall be entered into between public agencies and public safety agencies which are part of different systems but whose jurisdictional boundaries are contiguous. The agreements shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

EXHIBITS 8 & 9

AGREEMENT

DATE: April 8th, 2020

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as PSAP, and the Mercer County 911 for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING (Exhibit 8)

Warren County 911 Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

Primary: Knox County Dispatch: 309-345-3721 or 309-345-3725

Secondary: Knox County Dispatch: 309-343-9151; COC-B76; Starcom KC1

AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

Warren County 911	Knox County 911
PSAP	AGENCY
By:	By:
Title: 911 Coordinator	Title: CHAIRMAN ETSB

65 Ill Admin Code Part 1325, section 1325.215 The General Assembly declares that a major purpose in creating the Act is to eliminate instances in which a responding agency or which a responding emergency service refuses to render aid to the requestor because the requestor is outside of the jurisdictional boundaries of the emergency service. Therefore, as implementing systems under this Act, all public agencies in a single system shall enter into a joint powers agreement or any other form of written cooperative agreement which is applicable when used on a day-to-day basis. Certified verification of the entrustment of such agreements shall be made among the involved parties on a annual basis. In addition, such agreements shall be entered into between public agencies and public safety agencies which are part of different systems but whose jurisdictional boundaries are contiguous. The agreements shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries

EXHIBITS 8 & 9

AGREEMENT

DATE: April 14th, 2020

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as PSAP, and the Mercer County 911 for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING (Exhibit 8)

Warren County 911 Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

Primary: Hancock/Henderson ETSB: 217-357-2115

Secondary: Hancock/Henderson ETSB: 217-357-2116

AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

Warren County 911	Hancock Henderson ETSB
PSAP	AGENCY
By: [signature]	By: Maria Hopp
Title: 911 Coordinator	Title: 911 Administrator

83 Ill Admin Code Part 1325, section 1325.215 The General Assembly declares that a major purpose in enacting this Act is to eliminate instances in which a responding agency in which a responding emergency service refuses to render aid to the requester because the requester is outside of the jurisdictional boundaries of the emergency service. Therefore, in implementing systems under this Act, all public agencies in a single system shall enter into a joint powers agreement or any other form of written cooperative agreement which is applicable when need arises on a day-to-day basis. Certified notification of the continuation of such agreements shall be made among the involved parties on a annual basis. In addition, such agreements shall be entered into between public agencies and public safety agencies which are part of different systems but whose jurisdictional boundaries are contiguous. The agreements shall provide that, once an emergency unit is dispatched in contiguous. The agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render services to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries

Fulton County Emergency Telephone System Board
260 W. Lincoln Avenue, Suite 2
Lewistown, Illinois 61542
(309) 547-3911
fultonetsb@comcast.net

INTERAGENCY AGREEMENT
FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made by and between the Fulton County Emergency Telephone System Board (FCETSB) and the Macon County 911 (your agency), for the purpose of effective handling and routing of 9-1-1 Emergency Calls. Emergency 9-1-1 calls will be sent to one of two (2) primary Public Safety Answering Points (PSAPs) that comprise the Fulton County 9-1-1 System.

(EXHIBIT 8) CALL HANDLING-

Once a 9-1-1 call requiring assistance from your department is received at one of the PSAPs, the call will be either directly dispatched or transferred to your department by the following methods:

Primary Dispatch: 309-734-8363

Secondary Dispatch: 309-734-8505

Your department hereby agrees to receive and properly dispose of all related 9-1-1 calls from within its jurisdiction, following the rules and regulations established by the Illinois Commerce Commission, and other applicable state and federal agencies.

(EXHIBIT 9) AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the 9-1-1 System, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundary. If any PSAP dispatcher refers a call to your department which is clearly outside of its jurisdictional boundaries, your department may refuse to respond by immediately notifying the dispatcher that it will not respond and, if possible, providing advice as to which jurisdiction should receive the call.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature will be refused on 9-1-1 and will be referred to your administrative number in the telephone directory.

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

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

Any agreement or changes in agreement and operating policies must be submitted in writing and approved by both parties.

Certified By and Between:

AGENCY: Fulton County ETSB
BY: Chris Hello
PRINT NAME: Chris Hello
TITLE: Director, Fulton County ETSB
DATE: 12-13-16

AGENCY: Macon County 911
BY:
PRINT NAME: Ken Hems
TITLE: 911 Coordinator
DATE: 01/25/17
E-MAIL: Ken.Hem@Cityofforrest.com

Agreement

Date: May 29, 2018

Between: Warren County Emergency Telephone System Board and McDonough –Schuyler Joint Emergency Telephone System Board

REF: McDonough County to serve as a backup Public Safety Answering Point: hereinafter referred to as "PSAP" for Warren County.

Call Handling:

Should the Warren County's PSAP be out of service for any period of time, all E911 calls normally handled by the Warren County Dispatch will be routed to the McDonough County PSAP. It is understood by all parties that McDonough is the backup for Hancock County PSAP.

E 9-1-1 calls received by the McDonough County Dispatcher will be handled in the following manner. All vital information will be recorded and relayed to the Warren County Dispatcher Center.

Primary: 309-734-8488

Secondary: 309-734-8383

Warren County ETSB

Name: Ken Helms

Date: 911 Coordinator

06/11/18

Mcdonough County

Name:

Date: Thomas Clark

ETSB Chair

06/06/18

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) CENTRAL WARREN FPD, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: ISS.085 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 309-368-7664 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	CAMERON FIRE
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By Doug Ry
Title 911 Coordinator	Title Chief

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) North Henderson Fire., for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Page 154.385 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: Call 309-482-5543 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	North Henderson Fire Dept
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By [signature]
Title 911 Coordinator	Title Chief

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) Seaton Fire dept., for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Warren County 911 receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Mercer County Dispatch 309-582-5194 (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: 309-582-5194 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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.

Warren County 911	Seaton Fire Protection Dist
9-1-1 Authority	Public Safety Agency
By KEN HELMS	By Andrew Wheeler
Title 911 Coordinator	Title Chief

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 with the correct ANI/ALI information.

The wireline carriers will make test calls from each exchange to make sure calls are routing with the correct ANI/ALI information. Test calls will be made over each trunk to ensure that they function properly and we have good two way audio to the call taking position. The wireless and VOIP provider will also make test calls that 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.

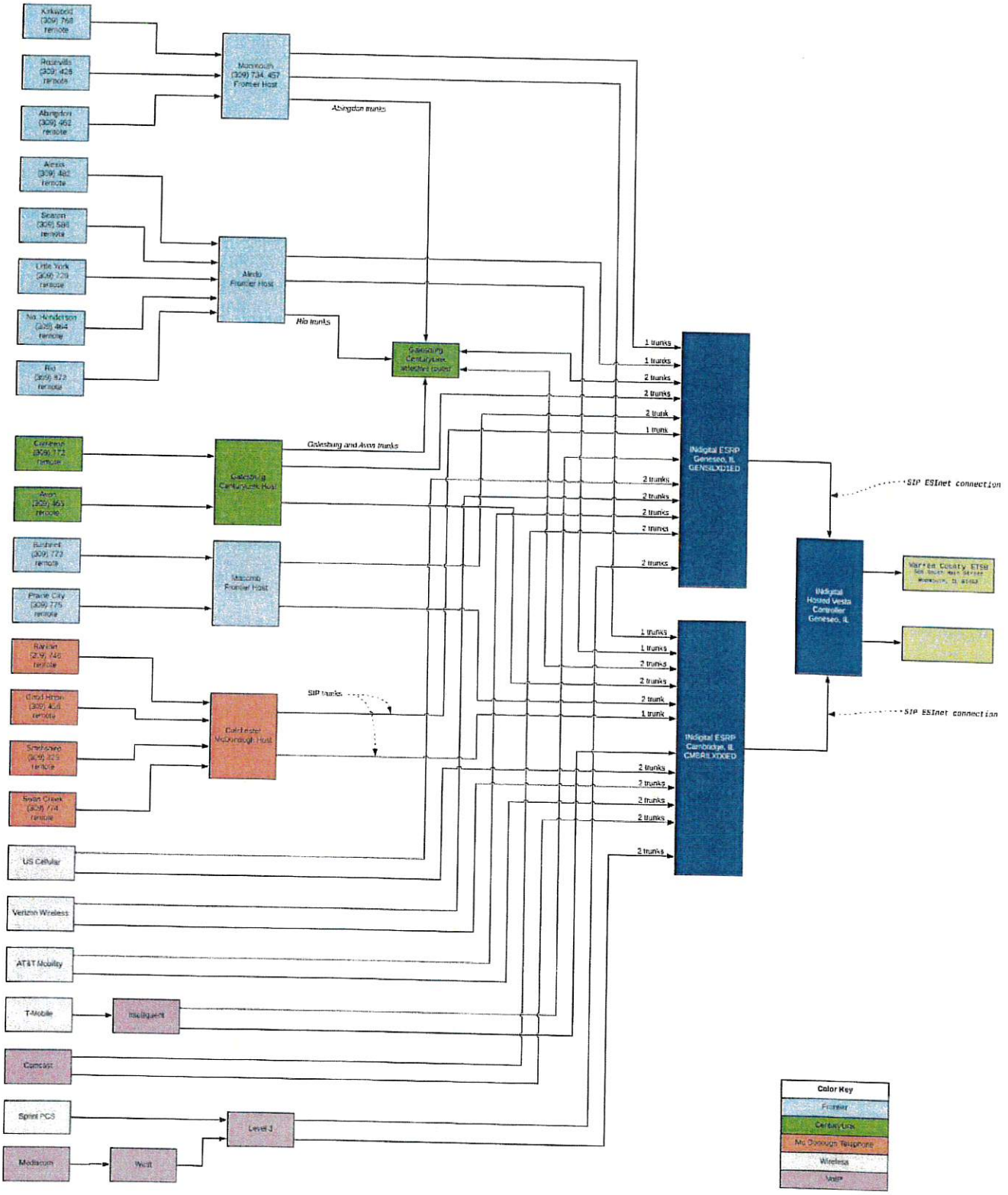
2) List wireline exchanges to be tested.

Kirkwood 309-768 Remote, Roseville (309) 426 remote, Abingdon (309) 462 remote, Alexis (309) 482 remote,Seaton (309) 586 remote, Little York (309) 729 remote, No. Henderson (309) 464 remote, Rio (309) 872 remote, Cameron (309) 772 remote, Avon (309) 465 remote, Bushnell (309) 772 remote, Prairie City (309) 775 remote, Raritan (309) 746 remote, Good Hope (309) 456 remote, Smithshire (309) 325 remote, Swan Creek (309) 774 remote

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

Us Cellular, Verizon Wireless, AT&T Mobility, T-mobile, Sprint PCS

Warren County, IL
Trunking Proposal



iNdigital | Warren County, IL | Trunking Diagram

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9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

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

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

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

1. Purpose	Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.
Type of Agreement/Document	☒ Original Agreement ☐ Amendment
2. Parties/Notices:	
INdigital:	Communications Venture Corporation (d/b/a INdigital) ("**INdigital**") 1616 Directors Row Fort Wayne, IN 46808 Fax: (260) 469-4329 E-mail: jtollaksen@indigital.net Attention: Jim Tollaksen
Customer:	Warren County, IL ETSB ("**Customer**" and together with INdigital, the "**Parties**", and, each, individually, a "**Party**") Address: 500 South Main Street Monmouth, IL 61462 Phone: 309-343-9151 E-mail: ken.helms@cityofmonmouth.com Contact Person: Ken Helms
3. Effective Date	03/17/2019 2019 ("**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	Warren County, IL ("**Territory**").
6. Permitted Use	Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").
7. Installation	INdigital will deliver and install one copy of the Software to Customer.
8. Maintenance Releases	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.

9. License Fee	See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by it in connection with performing such additional services.
11. Term	**Initial Term**: From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions. **Renewal Terms**: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
12. Exhibits	☒ **Exhibit A** – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). ☒ **Exhibit B** – Designated Sites ☒ **Exhibit C** - Software/Services Description ☒ **Exhibit D** – Payment and Fees
13. Other Agreements between Parties	☒ Equipment Purchase and Sale Agreement ☒ Support and Maintenance Agreement

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

CUSTOMER:

Warren County, IL ETSB

DocuSigned by:
ken Helms
C8EBC4558BCB4ED...

Name: Ken Helms
Title: 911 Coordinator

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

DocuSigned by:
4727AA270E43402...

Name: Jon Whirledge
Title: V.P. Business Development

DocuSign Envelope ID: 95533D31-4EC7-4AC0-90DC-EBBE3BFD9FA1

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

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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

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Permitted Use in the Territory during the Term.

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

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

(a) copy the Software, in whole or in part;

(b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Software or Documentation;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;

(g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;

(h) use the Software for purposes of:
(i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or
(iii) any other purpose that is to INdigital's detriment or commercial disadvantage;

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

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

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

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

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

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

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

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2 of these Terms, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

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

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

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

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

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

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less than a reasonable degree of care;

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

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

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

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

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

6. FEES AND PAYMENT.

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

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

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

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

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

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

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Law;

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

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

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

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

8. **INTELLECTUAL PROPERTY RIGHTS**.

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

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

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

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

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

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

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

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

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

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

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

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

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

9. TERM AND TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. REPRESENTATIONS AND WARRANTIES.

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

(a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);

(b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and

(c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

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

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

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

(a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;

(b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

(c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;

(d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;

(e) the operation of, or access to, Customer's or a third party's system or network;

(f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;

(g) Customer's material breach of any provision of the Agreement (including these Terms);

(h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or

(i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

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

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

(a) replace any damaged or defective media on which INdigital supplied the Software;

(b) amend, supplement or replace any incomplete or inaccurate Documentation;

(c) repair the Software;

(d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or

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

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

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

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

(a) Third-Party Materials;

(b) patent issued on a patent application published after the Effective Date;

(c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

(d) modification of the Software other than: (i) by INdigital or its authorized contractor in

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

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

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

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

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

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

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

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "**INdigital 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:

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

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

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

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

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

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

12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL, OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

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

13. EXPORT REGULATION.

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

14. FORCE MAJEURE.

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

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

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

15. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B

Designated Sites

Monmouth Police Department

500 South Main Street

Monmouth, IL 61462

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EXHIBIT C

Software / Services Description

1) INdigital Next Gen Core Services

- **Database Services**

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

- **Routing Services –**

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

- **Network Services –**

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

2) INdigital Hosted VESTA Controller Service

- **Annual VESTA hosted controller service for three (3) hosted VESTA Answer Positions**

3) INdigital MEVO Core Backup Services

- **Annual INdigital MEVO Core Backup Phone Service for three (3) MEVO Core backup phones**

4) INdigital MEVO Anywhere Backup Services

- **Annual INdigital MEVO Anywhere Backup Phone Service for two (2) MEVO mobile backup phones**

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

Call Delivery Network

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

NGCS Call Flow

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

Carrier POI → Mattoon/Rosiclare INdigital NGCS → Geneseo VESTA Host → Warren County VESTA Stations

Database

DB SERVICES WILL BE MANAGED BY INDIGITAL

Transfers

911 TRANSFER POINTS WILL NEED TO BE DEFINED BY THE PM
Adjacent Counties: Mercer, Knox, Fulton, McDonough, and Henderson *(no 9-1-1 in Henderson)*

Backup and Overflow Call Routing

To be determined

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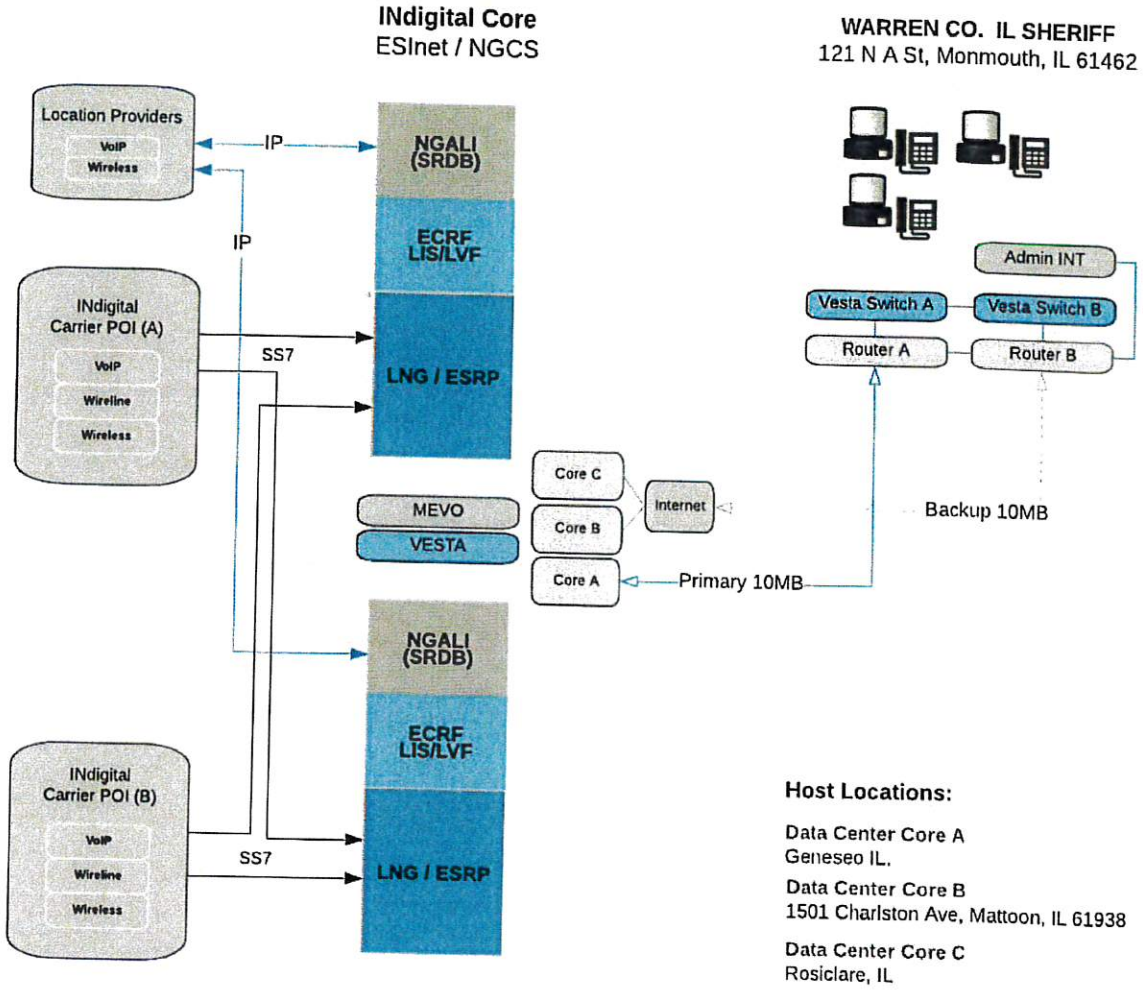
High level system design drawing



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

Carrier POI → Mattoon/Rosiclare NGCS → Geneseo VESTA Host → Warren County VESTA Stations

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EXHIBIT D

Payments and Fees

1) INdigital Next Gen Core Services Fee's

Schedule of fees itemized by the features being delivered

Routing Services - [redacted].*

Database - [redacted].*

Legacy gateway ports - [redacted].*

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

2) INdigital Hosted VESTA Controller Fee's

Annual VESTA hosted controller fees - 3 Answer Positions @ [redacted]

3) INdigital MEVO Core Backup Services Fee's

Annual INdigital MEVO Core Backup Phone Service Fee – 3 Positions @ [redacted]

4) INdigital MEVO Anywhere Backup Services Fee's

Annual INdigital MEVO Anywhere Backup Phone Service Fee – 2 Positions @ [redacted]

Proposal For
DEARBORN COUNTY E911

Public Safety Regulated Services

SER# - 2019-09-01

Quote Date : 09-01-2019
Sales Person : Frank Ventrella
Expire Date : 11/01/2019
Billing Effective:

Billing # : 304046326
Engineer : James McLeod
Contract # :
JCA : Yes

Location : 100 N Cherry St., Galesburg, IL 61401
Contact :

CENTURYLINK™ Service	Service Codes	Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Total Nonrecurring Charge
Automatic Location Identification (ALI) Database	See attached SOE BILLING FORM	4	16.20	64.80	$0.00
	See attached SOE BILLING FORM	0	0	0	$0.00
E911 End Office Trunking	See attached SOE BILLING FORM	$74.47	8	595.76	1600.00
	See attached SOE BILLING FORM	0	0	0	$0.00
TOTAL				660.56	1600.00

Remarks:
Regulated Charges do not include service order, taxes or any applicable access charges. Billing change only, no physical work required. No RFSS form needed as services are already in place.

Billing Information:
Illinois State Police
Warren County
100 Cherry St.
Galesburg, IL
61401

Payment Term: Minimum of 36 Months

Note: In the event of any inconsistencies or conflicts between this Agreement and the Applicable Tariff, CENTURYLINK's applicable Tariff provision shall apply and take precedence.

(CUSTOMER COPY)

Revised 8/2006

Frontier COMMUNICATIONS
9-1-1 Public Safety

9-1-1 Services Pricing Estimate

Warren Co IL - 25049
Transition to INdigital
08-16-2019

	Current Recurring Charge (State)	Future Installation Charge (ETSB)	Future Recurring Charge (State)	Notes
Landline:	$744.04	$3,370.80	$1,048.14	
Wireless:	$1,799.88	$0.00	$0.00	
Total:	$2,543.92	$3,370.80	$1,048.14	

Non-recurring Installation ETSB Responsibility		Monthly Recurring State Responsibility									
S&E Code	Charge	S&E Code	Charge	DESCRIPTION		Current Units (FTR)	Future Units (INdigital)	Current Recurring Charge (State)	Future Installation Charge (ETSB)	Future Recurring Charge (State)	
E9AN1	$1,312.45			Option E-1: provides Automatic Location Identification (ALI) and Automatic Number Identification (ANI) per 1000 Frontier North Inc. exchange access lines that are within the geographical boundaries of the customer's public safety jurisdiction. (WIRELINE)	Per 1000 Frontier access lines without selective routing		0		$0.00		
		E9SV2	$48.17			0	2	$0.00		$96.34	
E9AN2	$1,466.85			Option E-2: provides Automatic Location Identification (ALI), Automatic Number Identification (ANI) and Selective Routing per 1000 Frontier North Inc.exchange access lines that are within the geographical boundaries of the customer's public safety jurisdiction (WIRELINE)	Per 1000 Frontier access lines with selective routing		0		$0.00		
		E9SV1	$82.25			2	0	$164.50		$0.00	
SOCBR & COB	$61.00			E9-1-1 Service Line (PSAP Trunks - SR to PSAP) Formerly appeared on bill as "Business Line - Measured". Now appears as "Emergency Dial line"). (WIRELINE)	Per PSAP trunk; installation $49.00 plus 12.00 per line = $61.00		0		$0.00		
		E911P	$17.99	E9-1-1 Service Line (PSAP Trunks - SR to PSAP) Formerly appeared on bill as "Business Line - Measured". Now appears as "Emergency Dial line"). (WIRELINE)		0	0	$0.00		$0.00	
				NOTE: If a customer moves any of their wireline or wireless trunks from one group to the other (programming only) a change order charge of $26.00 is assessed since these are the B1M1 and B1M2 S&E codes.							
		E911D	$39.41	E9-1-1 Automatic Location Identification (ALI), per 1000 Non-Frontier North Inc. Access Lines (ALI database for Non-Frontier lines. Appears on bills as "911 ALI Data Admin/1000") (WIRELINE)	Non-Frontier access line count and duplicate database	2	0	$78.82	N/A	$0.00	
		E9RAS	$30.00	Regional ALI Storage, per 1000 access lines (total county). (WIRELINE) - Do not charge if PSAP has ALISA data links.	Frontier and non-Frontier access line count	4	0	$120.00	N/A	$0.00	
E9AN3	$200.00	E9RAC	$40.00	911 Regional ALI Controller, data links for ALISA, marked ALISA on diagram (ALISA Data Link) (WIRELINE)	Per ALISA ALI link	0	0	$0.00	$0.00	$0.00	
91NRC now 911NR	$337.08			9-1-1 Interoffice Facility, per trunk for each new trunk installed (WIRELINE)	Per Frontier End Office to SR trunk		10		$3,370.80		
		E9IOT	$95.18	9-1-1 Interoffice Facility, per trunk for all trunks from remote and host end offices to the selective router (WIRELINE)	Per Frontier End Office to SR trunk	4	10	$380.72		$951.80	5 trunks to each selective router
		E9MFW	$24.20	Regional ALI Wireless Process for CAS or NCAS Phase 1 or Wireline Compatibility Phase 2, per 1000 lines. (any county that uses HP or Regional ALI) (WIRELESS)	Per 1000 cellular subscribers	12	0	$290.40		$0.00	Wireless carriers to be trunked directly to INdigital selective routers
		E91SR	$73.51	Wireless Selective Router, per 1000 lines. (WIRELESS)	Per 1000 cellular subscribers	12	0	$882.12		$0.00	
		E9ACW	$52.28	Regional ANI/ALI Controller Wireless, per 1000 lines. *(Sentinel positions only) (WIRELESS)	Per 1000 cellular subscribers with Sentinel service	12	0	$627.36		$0.00	

1. This document represents a good-faith estimate which is subject to change depending on design considerations and future decisions that may affect trunking capacities.
2. Current charges (Column J) are based on the most recent annual true-up performed in December 2018 to establish billing rates for 2019.
3. Split exchange determinations could affect this estimate.
4. Mileage charges may apply.

Prepared By: Ned W. Jacklin, 9-1-1 Specialist, 309-823-2215
Warren Co IL Pricing Estimate 20190816 v002.xlsx
FTR IL Tariff Pricing Estimate
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MDTC			
Description	**Unit Cost**	**Qty**	**Total**
Trunk Group Establishment	$6.24	92	$574.08
Database Establishment	$1,600.00	1	$1,600.00
Database Establishment	$0.25	92	$23.00
Total NRC			**$2,197.08**

Description	**Unit Cost**	**Qty**	**Total**
Trunk Group	0.4	92	$36.80
Daily Database Update	$20.00	20	$400.00
Total MRC			**$436.80**