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

State of Illinois

Application for 9-1-1 Modification Plan

911 GENERAL INFORMATION

DATE: 01/31/2019

Type of Change: ☐ Long Form Modification Plan ☐ Short Form Modification Plan		
Current System Name:	Population Served	Land Area in Sq Miles
Perry County Emergency Telephone System	21285	447

List PSAPs:	Primary	Secondary
Perry County Sheriff's Office, 12 E Water St, Pinkcneyville, IL62274	X	
Du Quoin Police Department, 304 E Poplar St, Du Quoin, IL 62832	X	

911 System Contact: Raymond D. Clark

Street Address: 304 E Poplar St

City, State and Zip Code: Du Quoin, IL 62832

Office Telephone: (618) 524-8905

Cellular Telephone: (618) 571-2442

Email: rdclark@perrycounty911.com

Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

Please check if applicable:

X NG9-1-1 capable

☐ Receive 9-1-1 Text

☐ Receive 9-1-1 Video

VERIFICATION

I, Raymond D. Clark, first being duly sworn upon oath, depose and say that I am Coordinator, of Perry 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.

Raymond D. Clark, Coordinator

Subscribed and sworn to before me
this 31ST day of JANUARY, 2019.

NOTARY PUBLIC, ILLINOIS

KENT D. DIXON
OFFICIAL SEAL
Notary Public State of Illinois
My Commission Expires
March 15, 2022

911 SYSTEM PROVIDER
LETTER OF INTENT

January, 31 2019

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

Dear Ms Prather,

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

Thank you for your assistance in this matter.

Sincerely,

Raymond D. Clark
Coordinator
Perry County 911

Encl.

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

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

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

Carrier network deployment stages:

Stage 1:

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

Plan Narrative:

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

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

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

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

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

Stage 2:

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

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

Stage 2 network diagrams will be developed and submitted after being finalized during the industry project management calls with the carriers. All participating carriers, including third-party network aggregators will be identified, notified and included in the Stage 2 project implementation calls. Finalized costs will be requested from the ILEC's and submitted during this period as well. The Stage 2 Final Network Diagram and carrier costs will be submitted to the ISP and the ICC by the 9-1-1 System.

Router to router trunks will be established between INdigital's ESRP's and selective routers owned by other 9-1-1 SSP's for routing of split exchanges where necessary.

INdigital will administer the 9-1-1 database and MSAG for the subscribers that reside in the service territory of the consolidated system. INdigital will request TN loads and establish update processes with the participating OSP/Carriers prior to the cutover and assume all 9-1-1 SSP administrative responsibilities for the database at the time of conversion. INdigital will work with the OSP/Carriers and the 9-1-1 System to keep the database current and in compliance with Illinois State law, on an ongoing basis.

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

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	$ $ 71,200.00
Projected annual recurring 9-1-1 network costs after modification	$ $ 41,400.00
Installation cost of the project	$ $ 14,800.00
Anticipated annual revenues	$ $ 337,900.00

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:

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

Future projects for Perry County include:
- Replacement of call taking workstations at both PSAP locations.
- Adding Text to 9-1-1 capabilities at both PSAP locations.
- Adding a repeater system for fire dispatch notification and communications.
- Purchase fire, police, and medical dispatch software, including training for dispatchers
- Other technologies as needed.

COMMUNITIES SERVED

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

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
City of Du Du Quoin	302 E Poplar St, Du Quoin, IL 62832
City of Pinckneyville	104 S Walnut St, Pinckneyville, 62274
Village of Tamaroa	534 West 2nd St, Tamaroa, IL 62888
Village of Cutler	409 S Main St, Cutler,IL 62238
Village of Willisville	903 Broadway St, Willisville, IL 62997
Village of St. John's	2245 US Route 51, Du Quoin, IL 62832

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
Perry County Sheriff	12 E Water St, Pinckneyville, IL 62274	(618) 357-5212	X		
Du Quoin Police Department	304 E Poplar St, Du Quoin, IL 62832	(618) 542-2131	X		
Illinois State Police	801 S 7th Street, Springfield, IL 62703	(217) 782-8531		X	
Pinckneyville Police Dept.	104 S Walnut St, Pinckneyville, IL 62274	(618) 357-8231	X		
Du Quoin Fire Department	30 S Division St, Du Quoin, IL 62832	(618) 542-2121	X		
Tamaroa Fire District	39 W 2nd North St, Tamaroa, IL 62888	(618) 496-3636	X		
Pinckneyville Fire Department	110 S Walnut St, Pinckneyville, 62274	(618) 357-2281	X		
Willisville Fire Department	407 Peach St, Willisville, IL 62997	(618) 497-2632	X		
Cutler Community Fire Dist	111 N Main St, Cutler, IL 62238	(618) 497-2042	X		
	FORM ERROR				
Pinckneyville RFPD	110 S Walnut St, Pinckneyville, IL 62274	(618) 357-2281	X		
Pinckneyville Ambulance Serv	508 S Main St, Pinckneyville, IL 62274	(618) 357-2222	X		
Coulterville Fire Protection Dist	215 E Maple St, Coulterville, IL 62237	(618) 758-2341	X		
Campbell Hill Fire Prot. Dist	104 Front St, Campbell Hill, IL 62916	(618) 426-3714		X	
	** AGREEMENTS REMAIN THE SAME **				

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
Valier Fire Department	211 W Main St, Valier, IL 62891	(618) 724-9393
Sesser Fire Protection District	910 S Park St, Sesser, IL 62884	(618) 625-2441
Coello Fire Department	9095 Main St, Coello, IL 62685	(618) 724-4354
Franklin County Sheriff's Department	403 E Main St, Benton, IL 62812	(618) 438-8211
Abbott EMS	2500 Abbott Place, St. Louis, MO 63143	(314) 768-1000
Christopher Fire Department	211 N Thomas St, Christopher, IL 62822	(618) 724-7648
Jackson County Ambulance Service	520 N University St, Carbondale, IL 62901	(618) 529-5158
	FORM ERROR	
Ava Fire Department	312 W Main St, Ava, IL 62907	(618) 426-3641
Vergennes Fire Department	700 Porter Ave, Vergennes, IL	(618) 684-2177
Dowell Fire Department	213 Union Ave, Dowell, IL 62927	(618) 568-1013
	FORM ERROR	
Jefferson County Sheriff's Office	911 Casey Ave, Mt. Vernon, IL 62864	(618) 244-8004
Waltonville Fire Protection District	304 E Main St, Waltonville, 62894	(618) 279-3042
Litton Ambulance Service	808 S. Seventeenth St, Mt. Vernon, IL 62864	(618) 244-1617
MedStar Ambulance Service	705 Bradbury Ln, Sparta, IL 62286	(618) 443-5061
Sparta Fire Department	107 E Jackson St, Sparta, IL 62286	(618) 443-2917
Percy Fire Protection District	203 E Pine St, Percy, IL 62272	(618) 497-8242
Randolph County Sheriff's Office	200 W. Buena Vista St, Chester, IL 62233	(618) 826-5484
Washington County Ambulance Service	160 N West Court St, Nashville, IL 62263	(618) 327-3075
Nashville Fire Protection District	276 W St. Louis St, Nashville, IL 62263	(618) 327-8423
Washington County Sheriff's Office	245 N KasKaskia St, Nashville, IL 62263	(618) 327-4800
Ashley Fire Protection District	115 E Madison St, Ashley, IL 62808	(618) 485-6688
Jackson County Sheriff's Office	1001 Mulberry St, Murphysboro, IL 62966	(618) 687-3882

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
Randolph County ETSB	#1 Taylor Street, Chester, IL 62233	(618) 826-5000
Franklin County ETSB	903 W. Washington St Ste3, Benton, IL 62812	(618) 439-0911
Jackson County ETSB	303 N Robinson Circle, Carbondale, IL 62901	(618) 457-5911
Washington County ETSB	PO Box 214, Nashville, IL 62263	(618) 327-4000
Jefferson County ETSB	911 Casey Ave, Mt. Vernon, IL 62864	(618) 242-6809
	** AGREEMENTS REMAIN THE SAME **	

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Ordinance No. B-9-20-93

AN ORDINANCE DEFINING THE POWERS AND DUTIES OF THE 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the State of Illinois has enacted into law the Emergency Telephone System Act, 50 ILCS 750/0.01 et. seq.,; and

WHEREAS, pursuant to 50 ILCS 750/15.3, the County Board on August 23rd, 1991 passed and approved Resolution B-8-23-91 which called for the imposition of a surcharge under the aforesaid section of the Illinois Compiled Statutes. The County Board further certified the question of whether said surcharge should be imposed to the clerk of the county, and to the proper election authority for submission to the public the question of whether said surcharge should be implemented; and

WHEREAS, the aforesaid question was placed on the ballot in November of 1991; and

WHEREAS, the aforesaid question was approved by a majority of the voters as required by 50 ILCS 750/15.3; and

WHEREAS, the County Board appointed members of the 9-1-1 Emergency Telephone System Board (hereinafter 9-1-1 Board) at the County Board meeting conducted on January 17th, 1992 pursuant to the authority granted to the County Board under 50 ILCS 750/15.4; and

WHEREAS, the County Board has the duty to define by Ordinance the powers of the 9-1-1 Board under 50 ILCS 750/15.4(b), including but not limited to the powers and duties listed in 50 ILCS 750/15.4(b)(1-5); and

WHEREAS, the County Board recognizes and states that the 9-1-1 Board has been acting in accordance with the powers and duties granted under 50 ILCS 750/15.4(b)(1-5), but wishing to further define the powers and duties of the 9-1-1 Board, hereby retroactively adopts this Ordinance defining said powers and duties as of the date of the 9-1-1 Board's appointment at the County Board meeting conducted on January 17th, 1992.

NOW THEREFORE BE IT ORDAINED by the County Board of Perry County as follows:

THAT THE POWERS, DUTIES AND RULES OF THE PERRY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ARE ESTABLISHED AS FOLLOWS

SECTION ONE. ESTABLISHMENT. It is hereby recognized, ordained and resolved by the County Board of Perry County that the 9-1-1 Board was established on January 17th, 1992 and has been acting in accordance with the powers and duties granted under 50 ILCS

750/15.4(b)(1-5). 50 ILCS 750/15.4

SECTION TWO. COMPOSITION. The 9-1-1 Board shall consist of nine (9) members appointed by the Chairman of the Perry County Board, with the advice and consent of the Perry County Board. One member may be a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area and the others who shall be representative of the public safety agency 9-1-1 users and appointed on the basis of their ability and experience.

SECTION THREE. TERM OF OFFICE. The initial terms of office for each member of the 9-1-1 Board shall be as follows. Two (2) members of the 9-1-1 Board shall be appointed for a term of one (1) year, two (2) members of the 9-1-1 Board shall be appointed for a term of two (2) years, three (3) members of the 9-1-1 Board shall be appointed for a term of three (3) years, and two (2) members of the 9-1-1 Board shall be appointed for a term of four (4) years. All terms shall be measured from the first day of February of the year of appointment. Vacancies shall be filled for the unexpired term in a similar manner as original appointments.

SECTION FOUR. POWERS AND DUTIES. The 9-1-1 Board shall have the power and duty to perform the following functions granted under 50 ILCS 750/15.4:

1. Planning of a 9-1-1 system;
2. Coordinating and supervising the implementation, upgrading or maintenance of the System, including the establishment of equipment specifications and coding systems;
3. Receiving monies from the surcharge imposed un Perry County Resolution Number R-8-23-91, of the Perry County Revised Code of Ordinances, and from any other source, for deposit into the Emergency Telephone System Fund (hereinafter Fund);
4. Authorizing all disbursements from said Fund;
5. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system;
6. Empowered to incur indebtedness, and to pledge monies received or to be received from said surcharge to secure indebtedness incurred by the 9-1-1 Board;

SECTION FIVE. SURCHARGE AND OTHER FUNDS. The 9-1-1 Board shall have the power and duty to perform the following functions granted under 50 ILCS 750/15.4:

1. In accordance with Perry County Resolution Number R-8-23-91, and Illinois Statute, the Treasurer of Perry County shall be the Custodian of the Fund and establish an Emergency Telephone System Fund, (hereinafter Fund) in which all monies received by the surcharge imposed shall be deposited;

2. All interest accruing on the Fund shall remain in the Fund;

3. No expenditures may be paid from said Fund except by resolution passed or approved by a majority of members of the 9-1-1 Board;

4. Expenditures from the amount of surcharges collected and the interest accrued thereon, in the Fund may be made only to pay for the costs associated with the following:

(a) The design of the Emergency Telephone System (hereinafter System);

(b) The coding of an initial Master Street Address Guide data base, and update and maintenance thereof;

(c) The repayment of any monies advanced for the implementation of the System;

(d) The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof;

(e) The non-recurring charges related to installation of the System and the ongoing network charges;

(f) Other products and services necessary for the implementation, upgrade and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. costs attributable directly to the operation of the System do not include the costs of public safety agency personnel who are or equipment that is dispatched in response to an emergency call.

SECTION FIVE. MEETINGS. The 9-1-1 Board shall prescribe the time and place of the regularly scheduled board meetings and the manner of which special board meetings may be called. It shall sit with open doors and shall keep a journal of its own proceedings which shall be made available for public inspection.

SECTION SIX. REMOVAL OF A MEMBER OF THE BOARD. A member of the 9-1-1 Board may be removed by the Chairman of the Perry County Board, with the advice and consent of the Perry County Board, for neglect of duty, for not attending a board meeting on at least two (2) occasions in any one calendar year without an excused absence, for misconduct and misfeasance in office after being given a written statement of the charges and an opportunity to be heard thereon.

SECTION SEVEN. CONFIDENTIALITY. Any information or data contained in documents furnished by telecommunication carriers to the 9-1-1 Board shall be held completely confidential by the member of the

9-1-1 Board, its agents or employees.

SECTION EIGHT. ANNUAL BUDGET AND REPORT. The 9-1-1 Board shall annually prepare and submit to the Chairman of the Perry County Board and the full County Board the following reports:

1. An annual budget, as part of the County Board Appropriation, showing the estimated receipts and intended disbursements for the fiscal year immediately following the date the budget is submitted, which date must be at least thirty (30) days prior to the fiscal year;
2. An annual report detailing the income received and disbursements made during the fiscal year just preceding the date the annual report is submitted, which date must be within thirty (30) days of the close of the fiscal year;
3. The annual report must be published within thirty (30) days from the date of submission;
4. Both the annual report and the annual budget shall be made available for public inspection;
5. All revenues and expenditures of the 9-1-1 Board shall be made a part of the County's Financial System.

SECTION NINE. INCONSISTENT ORDINANCES REPEALED. Any and all Ordinances or parts of other Ordinances in conflict with the provisions of this Ordinance shall to the extent of the conflict be and are hereby repealed; provided that nothing herein shall in any way excuse or prevent prosecution of any previous or existing violation of any Ordinance superseded hereby.

SECTION TEN. SAVINGS CLAUSE. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any Act or Ordinance hereby repealed by this Ordinance. Nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION ELEVEN. PASSAGE AND PUBLICATION. This Ordinance shall be in full force and effect retroactive to the date the 9-1-1 Board was appointed by the County Board, such date being January 17th, 1992, and after its passage and publication by the County Clerk shall have full force and effect as provided by law.

APPROVED AND ADOPTED RETROACTIVELY TO THE DATE OF JANUARY 17, 1993 by a majority of the members of the County Board, at a regular meeting of the County Board of Perry County, State of Illinois.

Dated this 20 day of September, 1993.

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Leonard Heisner
Chairman, Perry County Board

Eugene Radeley
Member, Perry County Board

Member, Perry County Board

ATTESTED TO BY:

Don Hirsch
Clerk, Perry County Board

STATE OF ILLINOIS } SS. NO 26559
Perry County

This Instrument was Filed For Record in the Recorder's Office of Perry County aforesaid on

SEP 20 1993

3:00 o'clock P M. and recorded in Book 215 of ____ on page 230-234

Don Hirsch Recorder Perry County

STATE OF ILLINOIS } ss
COUNTY OF PERRY

DON HIRSCH, County Clerk of Perry County, Illinois, do hereby certify the above document to be a true copy of the original on file and of record in my office.

DATED September 27, 1993

Don Hirsch
COUNTY CLERK
PERRY COUNTY, ILLINOIS

DocuSign Envelope ID: 690C465E-CDB5-45E9-A49C-5B184DDD2340

9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this "**Agreement**"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The State of Illinois regulates the provision of 9-1-1 services at 50 ILCS 750/.01 *et seq*, 220 ILCS 5/13-900, and further at IL. Ad. Code Title 83, Chapter IV, Part 1325. This agreement shall be construed and interpreted in accordance with the above stated laws and regulations together with any other applicable laws which are from time to time enacted and, or, adopted. In the event that a conflict between the terms of this agreement and relevant law arises, relevant law shall prevail.

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

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

1. Purpose	Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.
Type of Agreement/Document	☒ Original Agreement ☐ Amendment
2. Parties/Notices:	
INdigital:	Communications Venture Corporation (d/b/a INdigital Telecom) ("**INdigital**") 1616 Directors Row Fort Wayne, IN 46808 Fax: (260) 469-4329 E-mail: contracts@indigital.net Attention: Contract Administration
Customer:	Perry County, IL ETSB ("**Customer**" and together with INdigital, the "**Parties**", and, each, individually, a "**Party**") Address: 304 E. Poplar St. Du Quoin, IL 62832 Phone: (618) 542-8905 E-mail: rdclark@perrycounty911.com Contact Person: Doug Clark
3. Effective Date	09/20/2018 _____2018 ("**Effective Date**").
4. Software	Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
5. Territory	Perry Co. IL ("**Territory**").
6. Permitted Use	Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").

DocuSign Envelope ID: 690C465E-CDB5-45E9-A49C-5B184DDD2340

7. Installation	INdigital will deliver and install one copy of the Software to Customer.
8. Maintenance Releases	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.
9. License Fee	See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for an exhibit of additional charges, if any, for installation, training, and acceptance testing services.
11. Term	**Initial Term**: From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions. **Renewal Terms**: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
12. Exhibits	☒ **Exhibit A –** General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). ☒ **Exhibit B –** Designated Sites ☒ **Exhibit C -** Software/Services Description ☒ **Exhibit D –** Payment and Fees
13. Other Agreements between Parties	☐ Equipment Purchase and Sale Agreement ☐ Support and Maintenance Agreement

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

CUSTOMER:

Perry Co. IL ETSB

DocuSigned by:
Alan Morris
9DAD93FF93094D0...

Name: Alan Morris
Title: Perry Co. ETSB – Chairman

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

DocuSigned by:
Jon Whitledge
4727AA270E43402...

Name:
Title:

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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. **"CSI"** means CSI-Counties of Southern Illinois, Inc., a not-for-profit corporation organized and doing business in the State of Illinois which is an Affiliate of Customer.

1.8. "**Customer**" has the meaning set forth in the preamble to these Terms.

1.9. "**Designated Sites**" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.

1.10. "**Disclosing Party**" has the meaning set forth in Section 5.1 of these Terms.

1.11. "**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.

1.12. "**Effective Date**" has the meaning set forth in Section 3 of the Agreement.

1.13. "**Force Majeure Event**" has the meaning set forth in Section 14.1 of these Terms.

1.14. "**Indemnitee**" has the meaning set forth in Section 11.3 of these Terms.

1.15. "**Indemnitor**" has the meaning set forth in Section 11.3 of these Terms.

1.16. "**INdigital**" has the meaning set forth in the preamble to these Terms.

1.17. "**INdigital Indemnitee**" has the meaning set forth in Section 11.2 of these Terms.

1.18. "**Initial Term**" has the meaning set forth in Section 9.1 of these Terms.

1.19. "**Intellectual Property Rights**" means

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

1.20. "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.21. "**Loss**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.

1.22. "**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

1.23. "**New Version**" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.

1.24. "**Parties**" has the meaning set forth in the preamble to these Terms.

1.25. "**Party**" has the meaning set forth in the preamble to these Terms.

1.26. "**Payment Failure**" has the meaning set forth in Section 9.3(a) of these Terms.

1.27. "**Permitted Use**" has the meaning set forth in Section 6 of the Agreement.

1.28. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.29. "**Receiving Party**" has the meaning set forth in Section 5.1 of these Terms.

1.30. "**Renewal Term**" has the meaning set forth in Section 9.2 of these Terms.

1.31. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.

1.32. "**Software**" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

1.33. "**Term**" has the meaning set forth in Section 9.2 of these Terms.

1.34. "**Territory**" has the meaning set forth in Section 5 of the Agreement.

1.35. "**Third-Party Materials**" means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

1.36. **"Third-Party Payor" means the Illinois State Police 9-1-1 Administrative Support Command.**

1.37. "**Warranty Period**" has the meaning set forth in Section 10.2 of these Terms.

2. LICENSE.

2.1. License Grant. Subject to the terms and

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conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on, Customer's network at any of the Designated Site(s), across, and between – as specified in Exhibits C & D hereto – the networks of: a) Customer at any of the Designated Site(s); b) INdigital; and c) CSI. The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

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

3.1. copy the Software, in whole or in part;

3.2. modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;

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

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

3.5. bypass or breach any security device or protection used for or contained in the Software or Documentation;

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

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

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

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

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

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

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

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

4.2. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will comply with the relevant law's requirements for 9-1-1 System Provider(s) and perform their work hereunder in a manner such that Customer shall be in compliance with relevant law; (ii) use commercially reasonable efforts to resolve any Incidents reported by Customer; (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its in conjunction with Customer that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an incident but does not guarantee that any Incident will be resolved. In the event that an Incident cannot be resolved, INdigital and Customer will arrange a mutually agreed upon alternative for avoiding future occurrences of the Error.

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

5. CONFIDENTIALITY.

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

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

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

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

(b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to CSI and its members, the Illinois State Police 9-1-1 Administrative Support Command, or the Receiving Party's Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations

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under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

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

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

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

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

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

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

6. FEES AND PAYMENT.

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

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement.

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

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

6.5. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments

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under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command.

6.6. Late Payment by Customer. If Customer fails to make any payment, for which it is responsible, when due then, in addition to all other remedies that may be available to INdigital:

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

(b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command; and

(c) if such failure continues for thirty (30) days following written notice thereof, INdigital may, following a further six (6) month notice: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable. INdigital shall cooperate with Customer and Customer's selected subsequent provider to facilitate an orderly transition.

6.7. Late Payment by Third-Party Payor. If Third-Party Payor fails to make any payment, for which it is responsible, when due then, in addition to all other remedies that may be available to INdigital, if such failure continues for thirty (30) days following written notice thereof to Customer and to Third-Party Payor, INdigital may, following a further six (6) month notice to Customer and Third-Party Payor: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable. INdigital shall cooperate with Customer and Customer's selected subsequent provider to facilitate an orderly transition.

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

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

8. INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

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

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

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

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

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

(d) at INdigital's expense, fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "**Action**") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

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

9. TERM AND TERMINATION.

9.1. Initial Term. Subject to the Third Party Payor's approval of the modification plan as required IL Ad. Code Title 83, Ch. IV, Part 1325, the initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 11 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 11 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

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

(a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount for which it is responsible when due under the Agreement (including these Terms), where such failure continues more than thirty (30) days after INdigital's delivery of written notice thereof ("**Payment Failure**");

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

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

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

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applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

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

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

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

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

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

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

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

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

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

9.6. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of **365** days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

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

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due and owing).

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

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

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

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

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

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

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

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

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

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

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:

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

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

(c) repair the Software;

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

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

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

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

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

11. INDEMNIFICATION.

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

(a) Third-Party Materials;

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

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

(d) modification of the Software other than: (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

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

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

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

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

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

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

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

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

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

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the Documentation or otherwise in writing; and

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

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

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

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

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

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

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

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

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

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

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

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

12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE

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

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

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

14. FORCE MAJEURE.

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

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

15. MISCELLANEOUS.

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

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

15.3. Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 15.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally

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recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

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

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

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

15.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

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

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

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

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15.11. **Governing Law**. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

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

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

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

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EXHIBIT B

Designated Sites

Perry County Sheriff's Office
12 E. Water Street
Pinckneyville, IL 62274

Du Quoin Police Department
304 E. Poplar Street
Du Quoin, IL 62832

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EXHIBIT C

Software / Services Description

1. **GIS and Database Services. Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Perry County, IL service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALI service (wireless, VoIP - using pANI) will be provided by INdigital, once complete all records will be geocoded using industry defined methods for location-based call routing. INdigital will utilize an advanced IP Selective Router (IPSR) and associated i3 functional elements associated with geodetic data to deliver calls to the CSI Next Gen enabled 9-1-1 public safety answering points (PSAPs). Once INdigital has the appropriate data, INdigital will develop the call delivery solution based upon the geography of an incoming call.**

2. **Routing Services. Routing services and methodologies include; traditional Selective Routing tables, Dialed Number Identification Service, Geographic Information System, as well as various hybrid configurations of Automatic Location Identification and Selective Routing tables. INdigital also supports location by value, location by reference, traditional ALI lookup, and ALI steering by use of our NGALI Service.**

3. **Network Services. INdigital will provide access for all CSI members with access to the** www.il911.net **PSAP Toolkit. This Toolkit contains comprehensive KPI such as call detail reports, trouble ticket management, 24/7/365 Network Operations center with chat, ticket entry/tracking, training, and documentation assets related to each specific member's call processing and reporting needs.**

4. **MEVO Services. MEVO Services are delivered from a completely independent call processing system that operates in parallel to the INdigital Next Gen Core Service (NGCS) routing platform, which can bypass the primary 9-1-1 CPE. The MEVO System facilitates INdigital's ability to re-route 9-1-1 calls from a primary 9-1-1/NG9-1-1 CPE platform to a MEVO Station, which is an advanced IP phone with the ability to process 9-1-1 and Administrative calls. As a core component of this solution, INdigital will install a commodity Internet connection to each CSI PSAP for backup call delivery to MEVO Stations. (1) MEVO Station is included as part of this original contract between CSI and INdigital, any county that is interested in contracting additional MEVO Stations can do so by contacting INdigital to negotiate service, installation and configuration of each additional phone.**

5. **Call Delivery Network. "INdigital has agreed to take over as the 9-1-1 System Service Provider (SSP) to each member of the Counties of Southern Illinois (CSI). INdigital will install (1) carrier grade IP circuit to each CSI Solacom host controller site (Jackson and Saline Counties) to deliver 9-1-1 services to the members of CSI which are connected to a regional ESInet operated by a separate CPE service provider. INdigital will deliver 9-1-1 services to gateway devices with final call delivery to Solacom IWS, being the responsibility of the current 9-1-1 CPE system provider. Backup connections being delivered individually to each PSAP as outlined above in item 4 – MEVO Services. In the event that CSI is dissolved, or if (contracting county) is no longer a party to CSI, 9-1-1 calls would be rerouted so as not to go through the CSI Solacom host controller."**

6. **Transfers. In the event a CSI PSAP requires the use of selective transfer functions, the Host 911 System sends the call with the proper agency identified in the PIDF-LO + Service URN to the INdigital ESInet based ESRP. The ESRP then queries the ECRF with LoST and receives Service URI for delivery to next hop location such as another ESRP or Responder Agency.**

7. **Backup and Overflow Call Routing. Backup and Overflow call routing to be determined during final (post contract) engineering meetings.**

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EXHIBIT D

Payments and Fees

Schedule of fees itemized by the features being delivered

Database - $x,xxx.xx/mo.*

Routing Services - $x,xxx.xx/mo.*

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

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

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

Monthly Recurring Cost - $x,xxx.xx/mo. (elements with * to be billed directly to the Illinois State Police 9-1-1 Administrative Support Command for INdigital NGCS of Database/Selective Routing/Legacy Gateway Ports).

Certificate Of Completion

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Subject: Please DocuSign: 18-213 Perry Co. IL NGCS Contract - INdigital 9-1-1 Services and Software Lice...

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Document Pages: 19 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Jim Tollaksen

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Alan Morris rdclark@perrycounty911.com Security Level: Email, Account Authentication (None)	DocuSigned by: Alan Morris 9DAD93FF93094D0... Signature Adoption: Pre-selected Style Using IP Address: 67.43.124.68	Sent: 8/9/2018 7:18:47 PM Viewed: 9/20/2018 3:01:39 PM Signed: 9/20/2018 3:02:53 PM
Electronic Record and Signature Disclosure: Accepted: 9/20/2018 3:01:39 PM ID: 82990216-27f7-4929-9c22-3b068b4ba1d2		
Jon Whirledge jwhirledge@indigital.net Chief Financial Officer (CFO) INdigital Security Level: Email, Account Authentication (None)	DocuSigned by: Jon Whirledge 4727AA270E43402... Signature Adoption: Pre-selected Style Using IP Address: 66.170.32.29	Sent: 9/20/2018 3:02:56 PM Viewed: 9/24/2018 8:16:40 AM Signed: 9/24/2018 8:16:50 AM
Electronic Record and Signature Disclosure: Accepted: 10/11/2017 8:37:15 AM ID: a7e0e2a0-f04b-4764-b092-de41b002a13f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Jon Whirledge jwhirledge@indigital.net Chief Financial Officer (CFO) INdigital Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 107.77.199.229 Viewed using mobile	Sent: 8/9/2018 3:48:17 PM Viewed: 8/9/2018 7:18:46 PM
Electronic Record and Signature Disclosure: Accepted: 10/11/2017 8:37:15 AM ID: a7e0e2a0-f04b-4764-b092-de41b002a13f		

Carbon Copy Events	Status	Timestamp
Contracts at INdigital contracts@indigital.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/19/2018 12:27:56 PM ID: 50f0f4f4-c5e2-41ce-abb5-174771ed1766	COPIED	Sent: 9/24/2018 8:16:53 AM Viewed: 9/24/2018 8:17:37 AM
Doug Clark rdclark@perrycounty911.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/20/2018 3:01:39 PM ID: 82990216-27f7-4929-9c22-3b068b4ba1d2	COPIED	Sent: 9/24/2018 8:16:54 AM
Curt Wolfenberger cwolfenberger@indigital.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/2/2018 1:22:16 PM ID: 59ddaeb5-bc90-491d-a8a4-29e01ced0bb6	COPIED	Sent: 9/24/2018 8:16:56 AM
Jim Tollaksen jtollaksen@indigital.net 9-1-1 Sales INdigital Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/24/2018 8:16:57 AM Resent: 9/24/2018 8:17:01 AM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2018 8:16:57 AM
Certified Delivered	Security Checked	9/24/2018 8:16:57 AM
Completed	Security Checked	9/24/2018 8:16:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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ii. send us an e-mail to skendrick@indigital.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Perry County Emergency Telephone System Board
E9-1-1 Call Handling and Dispatching
Intergovernmental Agreement

WHEREAS, the Perry County Sheriff's Office is a unit of local government and is engaged in emergency services; and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of Enhanced 9-1-1 emergency calls;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the Perry County Emergency Telephone System Board (hereinafter referred to as PCETSB) and the Perry County Sheriff's Office do hereby agree as follows:

The purpose of the E-9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Perry County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. All 9-1-1 calls received for the area inside the limits of Perry County, but not including the area inside the corporate limits of the City of Du Quoin will automatically be routed to the Perry County Sheriff's Office Public Service Answering Point (hereinafter referred to as PSAP) located at the Perry County Sheriff's Office by Selective Routing Equipment.

    a. 9-1-1 requests for the following agencies will be received and accepted at the Perry County Sheriff's Office PSAP:

        1. Perry County Sheriff's Department
        2. Pinckneyville Ambulance Service
        3. Coulterville Fire Department
        4. Cutler Fire Department
        5. Tamaroa Fire Department
        6. Willisville Fire Department
        7. Pinckneyville Rural Fire Department
        8. Du Quoin Fire Department (Rural)
        9. Campbell Hill Fire Department
        10. Pinckneyville Fire Department
        11. Pinckneyville Police Department

    b. After receiving a call for emergency services within the area served by the specific agency listed below, the call for emergency

service will be dispatched\relayed via one of the methods listed below:

Agencies	**Primary Dispatch**	**Secondary Dispatch**
Perry County Sheriff's Office	radio frequency 154.860 / PCSO repeater	radio frequency 152.0075
Pinckneyville Ambulance Serv.	radio frequency 155.400	Telephone (618) 357-2222
Coulterville Fire Department	radio frequency 154.430	Telephone / Sparta PD 618-443-4331
Cutler Fire Department	radio frequency 152.0075	Telephone (618) 497-2042
Tamaroa Fire Department	radio frequency 152.0075	Telephone (618) 496-3636
Willisville Fire Department	radio frequency 152.0075	Telephone (618) 318-6301
Pinckneyville Rural Fire Department	radio frequency 152.0075	Telephone (618) 357-2281
Pinckneyville Police	radio frequency 153.935 PCSO repeater	radio frequency 156.000 PPD repeater
Pinckneyville Fire Department	radio frequency 152.0075	Telephone (618) 357-2281
Du Quoin Fire Department	9-1-1 calls for the area covered by Du Quoin Fire Department outside the corporate limits of the City of Du Quoin will be transferred\relayed to the Du Quoin Police Department PSAP for dispatch.	
Campbell Hill Fire Department	9-1-1 calls for the area covered by Campbell Hill Fire Department will be transferred\relayed to the Jackson County Sheriff's Department PSAP for dispatch.	

2. The Perry County Sheriff's Department agrees to act as the backup and overflow PSAP for the Du Quoin Police Department PSAP. As such in the event of an emergency situation or other situation which takes the Du Quoin Police Department PSAP off-line or otherwise unable to take/handle any (or additional) 9-1-1 calls the Perry County

Sheriff's Department PSAP will take, handle and receive calls from throughout Perry County and the City of Du Quoin until such time as the Du Quoin Police Department's PSAP is again operational.

3. The Perry County Sheriff's Department PSAP shall dispatch those agencies that they receive 9-1-1 calls for as per guidelines set forth by the Perry County Sheriff's Office PSAP, PCETSB, and the agency being dispatched and rules and regulations established by the Illinois Commerce Commission.

4. The Perry County Board and the Perry County Sheriff's Office agree that in the event of a violation of the procedures referred to in point 3 above, to follow the disciplinary procedures currently in place at the Perry County Sheriff's Office and in accordance with the contract between the Perry County Sheriff's Office and the local FOP union.

5. The Perry County Sheriff's Office agrees to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the PCETSB. The Perry County Sheriff's Office shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.

6. The Perry County Sheriff's Office shall maintain an administrative phone system and a seven digit phone number which shall be utilized for the receipt of all calls that are of an administrative or non-emergency nature.

7. In instances where the Perry County Sheriff's Office PSAP receives a 9-1-1 request from a person that is out of its jurisdictional boundary, the PSAP's telecommunicator "SHALL" make every effort to determine the appropriate responding agency and complete the disposition of the call by transferring\relaying the call to the correct PSAP.

8. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to jurisdictional boundaries until relieved.

9. Any and all other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.

10. The PCETSB agrees to the following at no cost to the Perry County Sheriffs Office:

a. To maintain the console furniture for the two positions in the Perry County Sheriff's Office radio room.

b. To maintain the base station radio and console within the radio room including installation and maintenance of said equipment used by the 9-1-1 system, except that the Perry County Sheriff's Office shall be responsible for the cost of maintenance or the replacement of equipment damaged by the negligence or intentional acts of Perry County Sheriff's Office personnel.

c. To install and maintain the hardware and software and operating programs used by the 9-1-1 system. Including the CAD system, Mapping, ANI/ALI database and 24 hour logging recorder. This does not include any RMS, Jail, Booking LEADS or other systems not directly related to the operation of the 9-1-1 system

d. To pay the expenses for training current and future 9-1-1 call takers. Training shall include initial training on 9-1-1 equipment including TDD and training for 9-1-1 call takers required by Federal or State law. Said training expenses are to the registration cost, and materials of said classes, mileage, meals and hotel/motel, but is **NOT** to include dispatcher's salary or overtime costs for training days, or other ancillary expenses not directly connected to the classroom expense of said training.

11. The Perry County Sheriff's Office agrees to the following at no cost to the PCETSB:

a. To provide all dispatching services and maintain the number of paid dispatchers necessary to fill the required positions 24 hours a day, 7 days a week, 365/366 days per year and capable of completing required training.

b. To require all dispatchers to attend the classes necessary to complete and maintain the training as required by Federal, State or local laws or regulations.

c. To provide the space within the present radio room necessary to install, operate, and maintain the equipment used by the 9-1-1 system.

d. To provide the office space within the computer room for administration work by PCETSB employees.

12. Any agreements or changes in agreements and/or operating policies must be approved by the Perry County Sheriff's Office and the PCETSB.

13. In the event of a dispute or disagreement between the parties hereto as to the breach or alleged breach on any provision contained herein all parties agree to submit to arbitration by a three member panel and shall be chosen as follows:
    a. One member shall be chosen by the Perry County Sheriff's Department.
    b. One member shall be chosen by the PCETSB.
    c. One member shall be agreed upon by the Perry County Sheriff's Department and the PCETSB, if the parties are unable to agree upon the third member of the panel within 90 days then the matter may proceed to any court of competent jurisdiction.

Executed this 8 day of July, 2015.

PERRY COUNT EMERGENCY TELEPHONE SYSTEM BOARD

By: _____
Alan G. Morris
Chairman

Executed this 8th day of July, 2015.

PERRY COUNTY SHERIFF'S OFFICE

By: _____
Steve Bareis
Sheriff

Perry County Emergency Telephone System Board
E9-1-1 Call Handling and Dispatching
Intergovernmental Agreement

WHEREAS, the City of Du Quoin is a unit of local government and its Police and Fire Departments are engaged in emergency services; and

WHEREAS, it is necessary to determine the manner and procedure for effective handling and routing of Enhanced 9-1-1 emergency calls;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein, the Perry County Emergency Telephone System Board (hereinafter referred to as PCETSB) and the City of Du Quoin and its Police and Fire Departments do hereby agree as follows:

The purpose of the E-9-1-1 System is to provide the most convenient and efficient emergency service possible to the citizens of Perry County and its municipalities. In recognition of this purpose, the following call handling agreement has been devised to facilitate call answering between and for the parties.

1. All 9-1-1 calls received for the area inside of Du Quoin will automatically be routed to the City of Du Quoin's Public Service Answering Point (hereinafter referred to as PSAP) located at the Du Quoin Police Department by Selective Routing Equipment.

    a. 9-1-1 requests for the agencies listed herein will be received and accepted at the Du Quoin Police Department PSAP:
        1. Du Quoin Police Department
        2. Du Quoin Fire Department
        3. Pinckneyville Ambulance Service (for calls within the area of Du Quoin)

    b. After receiving a call for emergency services within the area served by the specific agency listed above the call for emergency service will be dispatched\relayed via one of the methods listed below:

Agencies	**Primary Dispatch**	**Secondary Dispatch**
Du Quoin Police Department	Radio frequency 153.845 / DQPD repeater	Radio frequency 153.995 / 9-1-1 repeater
Du Quoin Fire Department	Radio frequency 152.0075/154.130 simulcast	Telephone (618) 542-5600
Pinckneyville Ambulance Service	9-1-1 calls for Pinckneyville Ambulance Service will be transferred to the Perry County Sheriff's Department for dispatch of the ambulance service.	

2. The Du Quoin Police Department PSAP agrees to act as the backup and overflow PSAP for the Perry County Sheriff's Department PSAP. As such in the event of an emergency situation or other situation which takes the Perry County Sheriff's Department PSAP off-line or otherwise unable to take/handle any (or additional) 9-1-1 calls the City of Du Quoin PSAP will take, handle and receive calls from throughout Perry County until such time as the Perry County Sheriff's Department PSAP is again operational.

3. The City of Du Quoin PSAP shall dispatch those agencies that they receive 9-1-1 calls for as per the guidelines set forth by the City of Du Quoin PSAP, PCETSB, the agency being dispatched and the rules and regulations established by the Illinois Commerce Commission and the State of Illinois.

4. The City of Du Quoin and the Du Quoin Police Department Administration agree that in the event of a violation of the procedures referred to in point 3 above, to follow the disciplinary procedures currently in place at the Du Quoin Police Department and in accordance with the contract between the City of Du Quoin and the local FOP union.

5. The City of Du Quoin agrees to keep all records, times and places of the 9-1-1 calls on file as specified herein. All such records shall be available to the PCETSB. The City of Du Quoin shall maintain records as required by the Illinois Commerce Commission including the reports of all calls, their times, and their dispositions.

6. The Du Quoin Police and Du Quoin Fire Departments shall each maintain an administrative phone system and a seven digit phone number which shall be utilized for the receipt of all calls that are of an administrative or non-emergency nature.

7. In instances where the City of Du Quoin PSAP receives a 9-1-1 request from a person that is out of its jurisdictional boundary, the PSAP's telecommunicator "SHALL" make every effort to determine the appropriate responding agency and complete the disposition of the call by transferring\relaying the call to the correct PSAP.

8. Once an emergency unit is dispatched in response to a 9-1-1 request for service and subsequently determines the address/location is outside of its jurisdiction, it shall render aid without regard to jurisdictional boundaries until relieved.

9. Any and all other responses by agencies providing emergency service outside of their respective serving areas, except as noted above, shall be made in accordance with established mutual aid procedures and agreements in effect at this time.

10. The PCETSB agrees to the following at no cost to the City of DuQuoin:

    a. To maintain the console furniture for the two positions in the Du Quoin Police Department radio room.
    b. To maintain the base station radio and console within the radio room including installation and maintenance of said equipment used by the 9-1-1 system, except that the City of Du Quoin shall be responsible for the cost of maintenance or the replacement of equipment damaged by the negligence or intentional acts of City personnel.
    c. To install and maintain the hardware and software and operating programs used by the 9-1-1 system. Including the CAD system, Mapping, ANI/ALI database and 24 hour logging recorder. This does not include any RMS, Jail, Booking, LEADS or other systems not directly related to the operation of the 9-1-1 system
    d. To pay the expenses for training current and future 9-1-1 call takers. Training shall include initial training on 9-1-1 equipment including TDD and training for 9-1-1 call takers required by Federal or State law. Said training expenses are to the registration cost, and materials of said classes, mileage, meals and hotel/motel, but is **NOT** to include dispatcher's salary or overtime costs for training days, or other ancillary expenses not directly connected to the classroom expense of said training.

11. The City of Du Quoin agrees to the following at no cost to the PCETSB:

    a. To provide all dispatching services and maintain the number of paid dispatchers necessary to fill the required positions 24 hours a day, 7 days a week, 365/366 days per year and capable of completing required training.
    b. To require all dispatchers to attend the classes necessary to complete and maintain the training as required by Federal, State or local laws or regulations.
    c. To provide the space within the present radio room necessary to install, operate, and maintain the equipment used by the 9-1-1 system.
    d. To provide office space within the Police Department for use as an office for the administration and mapping work by PCETSB employees.

12. Any agreements or changes in this agreement and/or operating policies must be approved by the City of Du Quoin and the PCETSB.

13. In the event of a dispute or disagreement between the parties hereto as to the breach or alleged breach on any provision contained herein all parties agree to submit to arbitration by a three member panel and shall be chosen as follows:

    a. One member shall be chosen by the City of Du Quoin.
    b. One member shall be chosen by the PCETSB.
    c. One member shall be agreed upon by the City of Du Quoin and the PCETSB, if the parties are unable to agree upon the third member of the panel within 90 days then the matter may proceed to any court of competent jurisdiction.

Executed this 8th day of July, 2015.

PERRY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

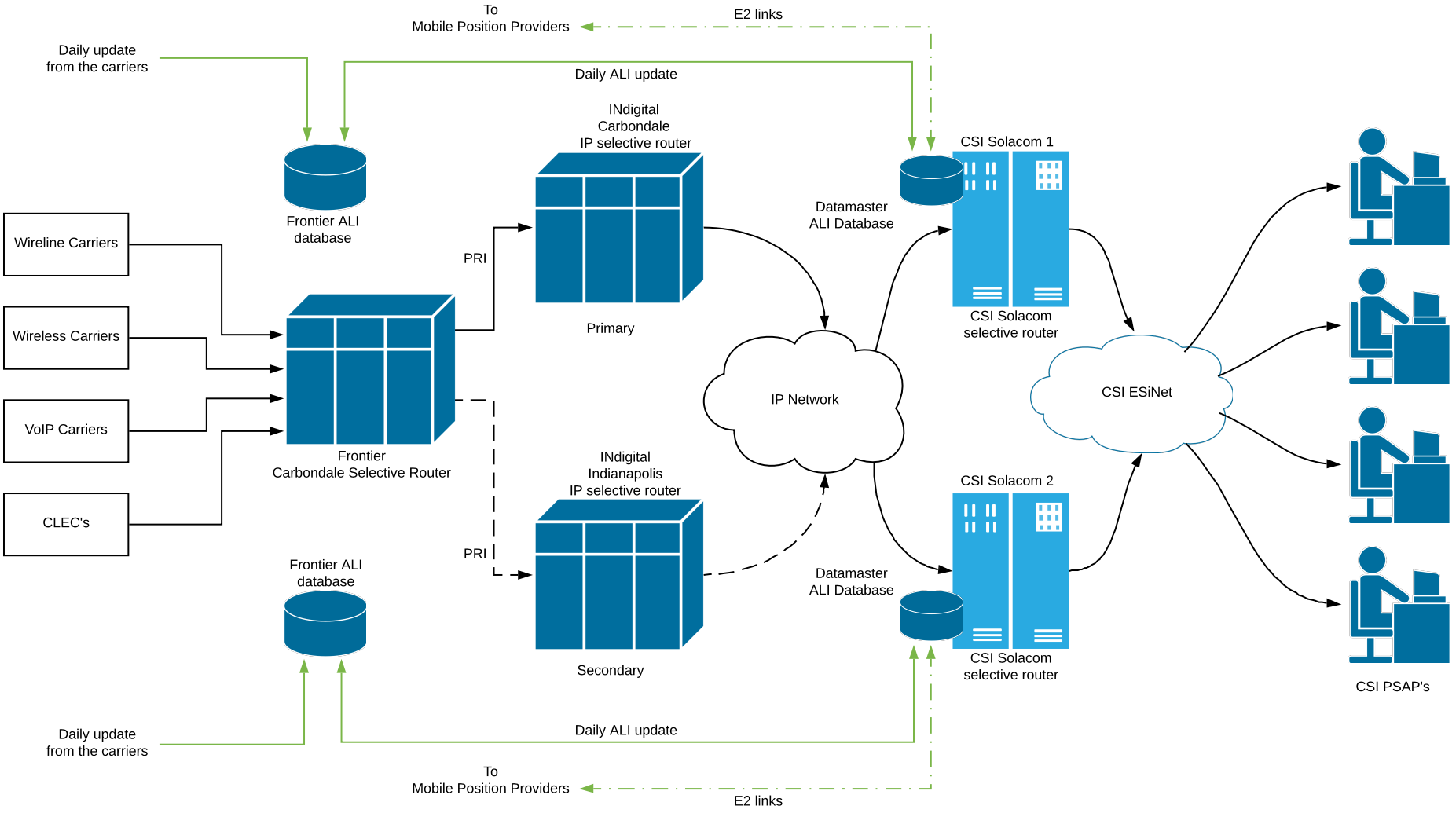
By: _____
Alan G. Morris
Chairman

Executed this 13th day of July, 2015.

THE CITY OF Du Quoin, ILLINOIS

By: _____
Guy H. Alongi
Mayor

CSI
network Overview - *existing*



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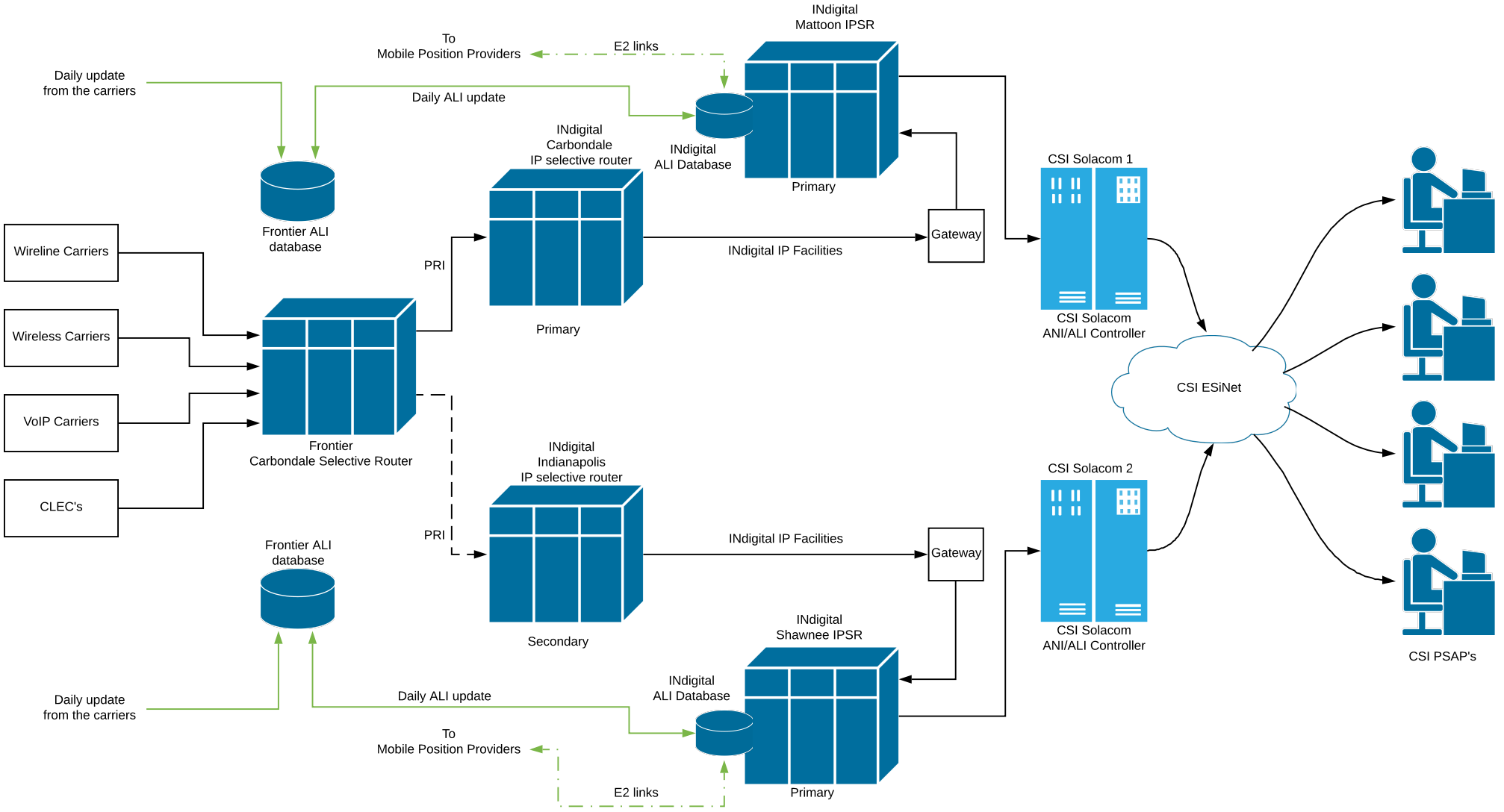
CSI
network overview - *Proposed Interim*



INdigital	October 8, 2018	CSI - Overview Final		Author: Brent Cummings
	Version 1.0	Updated: 10/11/2018		

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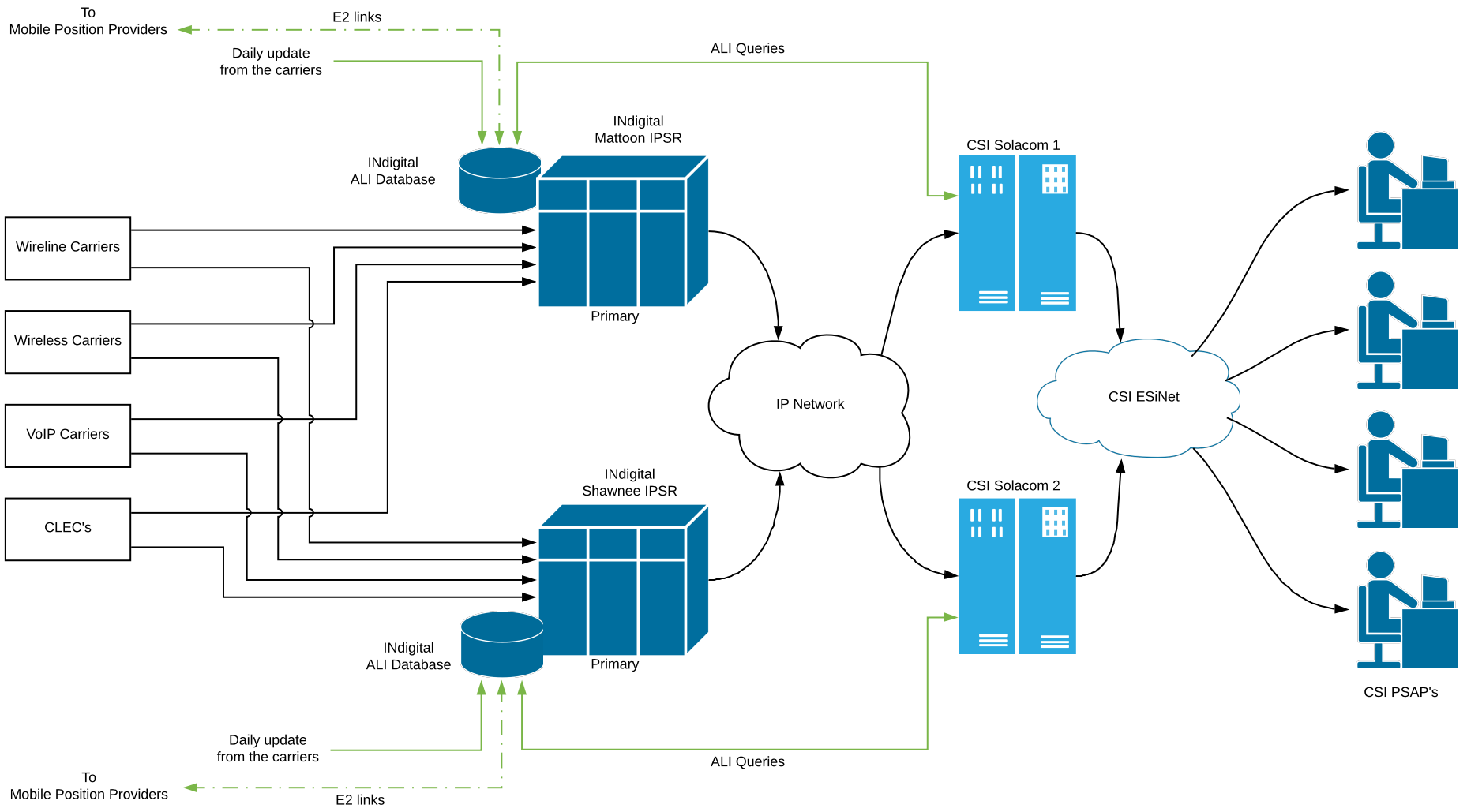
CSI
network overview - *Proposed Final*



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	Version 1.0	Updated: 10/11/2018	*The information contained herein is proprietary to INdigital. Any disclosure, copying, or distribution is strictly prohibited without written permission from INdigital..*	

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	109 E Market St, Bloomington, IL 61701	
Egyptian Cooperative Telelphone	1010 W. Broadway P.O. Box 158 Steeleville, IL 62288	
Verizon Wireless	Wireless	
AT&T	Wireless	
T-Mobile	Wireless	
Sprint	Wireless	
Clearwave Communications	VOIP	
Big River Telephone	VOIP	
Level 3 Communications	VOIP	
Mediacom Communications	VOIP	
Clearrate Communications	VOIP	
Granite Communications	VOIP	

TEST PLAN DESCRIPTION

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

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

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

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

2) List wireline exchanges to be tested.

Exchanges To Be Tested:426, 758, 787, 542, 568, 497, 357, 443, 965, 496, 329, 336

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

Wireless Carries:
AT&T
T-Mobile
Verizon Wireless

VOIP Carriers:
Big River Telephone
Clearwave
Level3
Mediacom