

Exhibit 7

SYSTEM COSTS

A summary of the anticipated implementation costs and annual operating costs including selective routing, radio dispatch equipment, building or remodeling a public safety answering point, computer aided dispatch, mobile data terminals and networking charges for the proposed system. Projected monthly costs should be compared to present costs and the increase or decrease indicated.

PRESENT SYSTEM COST (summary)	
Annual Cost	DNA
\$	NEW SYSTEM

PROPOSED SYSTEM COST (summary)		
Annual Cost	Installation Cost	Total First Year Cost
\$1,351,974.+	\$ 462,140.	= \$1,814,114.00

E-Com Operating Budget Initial Four Towns

Account Description:**Proposed Budget:*****Personnel Expenses:*** (see Appendix B)

Full-time salaries	\$742,155.00
Overtime salaries	66,600.00
Part-time salaries	44,640.00
Holiday pay	24,611.00
F.I.C.A.	67,167.00
I.M.R.F.	14,501.00
Health insurance	144,000.00
Workmen's compensation	2,000.00
Unemployment compensation	<u>2,000.00</u>
<i>Sub-total personnel expenses:</i>	\$1,107,674.00

Professional services:

Legal expenses	\$6,000.00
Financial audit	2,000.00
Insurance costs	<u>44,000.00</u>
<i>Sub-total professional services:</i>	\$52,000.00

Communication costs:

LEADS line	\$14,000.00
Telephone	8,000.00
9-1-1 related telephone charges	68,000.00
Utilities	5,000.00
Miscellaneous communications	<u>2,000.00</u>
<i>Sub-total communication costs:</i>	\$97,000.00

Maintenance costs:

Copy machine costs	\$2,400.00
Communications logger	2,600.00
Telephone maintenance	1,500.00
Computer & E 9-1-1 maintenance	30,000.00
Radio & console maintenance	10,000.00
Facility maintenance	6,000.00
Miscellaneous maintenance	<u>4,000.00</u>
<i>Sub-total maintenance costs:</i>	\$56,500.00

**E-Com
Operating Budget
Initial Four Towns**

Operating supplies:

Postage	\$850.00
Printing Costs	1,500.00
Publications	1,000.00
Duplicating	550.00
Office Supplies	4,000.00
Uniforms	5,700.00
Equipment Supplies	<u>4,000.00</u>
<i>Sub-total operating supplies:</i>	\$17,600.00

Personnel supplements:

Travel expense	2,500.00
Training	5,600.00
Operator Aids	1,500.00
Reference materials	1,100.00
Miscellaneous contracts	<u>10,500.00</u>
<i>Sub-total personnel supplements:</i>	\$21,200.00

TOTAL OPERATING BUDGET: **\$1,351,974.00**

COMMUNICATIONS SYSTEM AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of June, 2005 by and between Miner Electronics Corporation herein referred to as "Seller", and **E-Com Consolidated Dispatch**, hereinafter referred to as "Purchaser".

WHEREAS the Purchaser desires to purchase Radio Communication Equipment and Services as described below:

To build a new Consolidated Dispatch Center at Ridge Road using new and existing equipment from the towns of Homewood, Hazelcrest, Flossmoor, and Glenwood, Illinois. To program manage the project, organize vendors, and assist in Telephone Company interfacing. Project includes Dispatch Room, equipment room, and Tower work components.

SCOPE OF WORK

1. Miner Electronics will furnish all of the services as outlined in addendum A. Equipment and services and project management; such tools, supplies, labor, training, and supervision necessary for the implementation for those items purchased to be provided as detailed.
2. Purchaser shall in addition to responsibilities described in the Scope of Work included in Addendum A of this agreement, perform the following Coincident with the performance of this agreement:
 - (a.) Provide a designated Project Director
 - (b.) Provide access to facilities in order to implement installations and services
 - (c.) Provide designated work area with adequate heat and light, and a secure Storage area for equipment delivered to the Purchaser
 - (d.) Provide adequate AC Power at 117 VAC +/- 10%, 60 Hz for the Installation and operation of equipment
 - (e.) Adequate facilities in order to conduct professional training

SITES

This agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or Miner Electronics as contained in the Miner Electronics proposal. In either situation, should it be determined by either Miner Electronics or the Purchaser during the course of performance on this agreement that the site or sites are no longer available or desired, new or replacement Sites or configuration will be selected and approved by both Miner and Purchaser. If any price adjustments are necessary as a result of those new sites, such price adjustment will be added to this agreement by a change order in accordance to the General Conditions of this agreement.

PERIOD OF PERFORMANCE

1. Miner Electronics shall complete the work in accordance with the following schedule:

See Addendum C attached

Whenever Miner knows or reasonably should know that any actual or potential Condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of work, Miner shall give Purchaser notice thereof and may request and extension of time to perform the work.

WARRANTY PERIOD

Equipment provided will have a 1 year warranty period on new equipment, only. Warranty repair/replacement can be obtained by calling Miner Electronics at (708) 474-7720 on a 24 hour emergency basis at no cost to the customer.

Following the Warranty period, equipment can be added at prevailing or Negotiated rates to an existing Service Agreement.

ACCEPTANCE CRITERIA

1. An acceptance test plan which has been agreed to by both parties either in writing or prior to this agreement or by execution of this agreement and is a part of addendum A to this agreement. The successful completion of the ATP will be the sole criteria for system acceptance.
2. Should the Purchaser commence use of the system or any subsystem thereof for their intended purposes, other than for the express purpose of training or testing, prior to system acceptance, partial payment for said system shall be due net thirty (30) days. The warranty or maintenance periods for such equipment put into use, shall not be deemed to have commenced concurrently with the use of the equipment for its intended purposes until the ATP has been prepared and been accepted. The use of the equipment for its intended purposes shall be deemed to have occurred when the Purchaser commences to use and rely primarily on the equipment for its communications. (normally occurring after acceptance)
3. Upon notification by Miner Electronics that the system is ready for Acceptance Testing, it is agreed that should the acceptance testing of the system be delayed

for more than 10 business days after notification for reasons not related to Miner Electronics' performance of this agreement, the final payment for the system shall be immediately invoiced and warranty or maintenance shall commence upon notice to Purchaser by Miner Electronics.

PAYMENT SCHEDULE

1. Miner Electronics agrees to sell all of the equipment and perform the services as outlined in the Scope of Work section in Addendum A , and the Purchaser agrees to buy the aforementioned equipment and services for the sum of **\$ 335,943.00.**
2. In the event of failure or delay caused by the Purchaser in providing space, sites, approvals, licenses, or any other Purchaser obligations required preceding delivery of equipment, it is agreed that Miner Electronics, at its sole discretion, may ship equipment as planned and Purchaser will accept the equipment and make payment in accordance with the terms of this agreement. Any additional costs incurred by Miner for storage of equipment will be invoiced and paid by Purchaser.
3. The Purchaser shall make payments to Miner as follows:

Miner will invoice: 33.3% of total upon contract authorization.
(\\$111,869.02)
33.3% Upon Installation
(\\$111,869.02)
33.4% upon system acceptance
(\\$112,204.96)

PROJECT MANAGEMENT

1. All matters affecting the terms of this agreement or the administration thereof shall be referred to Miner's responsible Contract Administrator who shall have authority to negotiate changes or amendments to this agreement.
2. Due to the complexity of the project Miner will assign a Project Manager, who is Authorized to exercise Technical Direction of this project.

William R. Dow
Vice President & General Mgr.
(708) 474-7720

Robert E. Roe
Technical Support Manager
(708) 474-7720

DISPUTES

Miner and the Purchaser will attempt to settle any claim or controversy arising out of this agreement through consultation and negotiation in good faith and a spirit of mutual

cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable Mediator to be chosen by Miner and Purchaser within thirty days after written notice by one of the parties demanding non-binding mediation. Neither one of the parties May unreasonably withhold consent to the selection of the Mediator, and Miner and the Purchaser will share the cost of the mediation equally. By mutual agreement, however, Miner and the Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate resolution procedure ADR.

Any dispute that cannot be resolved between the parties through negotiation or mediation within two(2) months from the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Illinois with the venue being Cook County, Illinois. Both Miner and Purchaser consent to jurisdiction (over it) by such a court. The use of the ADR procedures will not be considered under the doctrine of laches, wavier, or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious irreparable injury to one of the parties.

SEVERABILITY

If any portion of this agreement, item, paragraph, phrase, clause, or word of the document including any of the addendums are/is held to be invalid, such provision or portion shall be considered **SEVERABLE**, and the remainder of this agreement or any provision or portion thereof shall not be affected.

COMPLIANCE

Miner Electronics agrees to comply with all applicable state, federal, and local statutes, ordinances, and requirements of the Purchaser in regards to items associated with Insurance, Performance and Payment Bonds, Certification of Eligibility, Equal Opportunity Employment, Prevailing Wage, or any other reasonable requirement. Purchaser agrees to inform Miner Electronics of any such requirement prior to execution of this agreement. Miner Electronics will not be held responsible for any requirement not disclosed by Purchaser in writing prior to agreement execution.

E-Com Scope of Work**Cost****Engineering**

Engineering on RF and Equipment of new Dispatch Center
Do engineering Study on Canopy Paths

Total Engineering

\$ 7,080.00

Canopy Link from Departments to E-Com

Install Canopy Link at Homewood
Install Canapoy Link at Flossmoor (thru Homewood)
Install Canopy link in Hazelcrest to Ridge Road
Install Canopy link at glenwood

Total Canopy

\$ 39,223.00

Site Preparation

Provide three hubs and Wire 11 stations with Ethernet
Ground Tower
Install Cable Ladder on Leg of Tower
Ground buss bar to tower via CADWELD at Ridge Road
Add 4 Antenna and 1000' of 7/8" Coax to Tower at Ridge Road
Supply Hangers and Grounding Kits at top and bottom of new Antennas
Install Cable tray into basement equipment Room
Install a hatch into basement at Ridge Road
Provide and Assemble 18 equipment Rack to Ridge Road Term Strips/shelves etc
Mount Plywood and Punchblocks for phone and Radio and Alarm
Extend Coaxial cable with Jumpers and Connectors into building for 470 Repeater
Provide and Install 80 linear feet of ladder Racks to Ridge Road
Perform R56 Grounding to Equipment Room at Ridge Road

Total Site Preparations

\$ 65,020.00

Console

Add 3 Postions of Furniture to Ridge Road
Add 3 Operator Postions to Ridge Road
Relocate CEB to Ridge Road
Relocate 2 Positions of CCElite to Rdige Road
Relocate Furniture to Ridge Road
Move Leads/PIMS Terminal from Homewood

Total Console

\$ 142,324.00

Radio Equipment

Move 6 Receivers from Homewood to Ridge Road
Move 6 Base Stations from Glenwood to Ridge Road.
Add 4 Freq Base Station for PW/Fire Ground Red-White-Blue
Move 470 Repeater into equipment Room at Ridge
Move Comparators into Ridge Road (1 at a time)
Add base Station for new Public Works Frequency/Fire Ground Channels

Total RF Equipment

\$ 25,660.00

Training

24 Hours of Operator Training as Needed \$ 3,120.00

Project Management

Determine Phone line needs and order Phone lines

Coordination of all Vendors

Coordination of Suppliers - Leadtimes

Coordination with E-Com Director to Oversee Project

Regular Meetings with Director and Operating Committee

Total Program Management \$ 5,000.00

Removals

Reinstall old CEB at Homewood with New COIM/BIMS for Net #3

Reprogram Fire Console at Homewood

Reconfigure Recording Devices at each department

Remove old consoles from 3 departments

Total Removals \$ 9,300.00

Recorder

Provide and Install Dictaphone Recorder to Ridge Road

Program/Train/ One Year Warranty \$ 39,216.00

\$ 335,943.00

Date Quoted:

Sales Rep:

BILL

Date Sold:

TBA

ITEM	QTY	PART #	DESCRIPTION	
1	4	DB222	VHF DIPOLE ANTENNAS	CHECK INV. TOWER
2	5	L4NF	1/2" N FEMALE	TOWER
3	5	L4NM	1/2" N MALE	TOWE
4	1	L5NF	7/8" N FEMALE	TOWER
5	1	L5NM	7/8" N MALE	TOWE
6	130	LDF5-50A	7/8" HELIAX	CHECK INV. TOWER
7	1500	LDF4-50A	1/2" HELIAX	TOWE
8	1	DB630	450-512 MHZ.	TOWE
9	1	T5766	MTR2000 PW T1-T4	PENDING FCC RADIO
10	1	X530	100W	RAD
11	1	X597	CONV.	RADI
12	1	X622	BASE	RADIO
13	1	X265	HI RX	RADI
14	1	X371	RELAY	RADIO
15	3	AAM25KHC9AA1	CDM R2-R4 PW	CHECK INV. RADIO
16	1	RM35A	RACK POWER SUPPLY	RADIO
17	18	POS-203	20 AMP POWER STRIP 19"	RADIO
18	1	TWR16-150	MULTICOUPLER TELEWAVE	RADIO
19	5	485503	MOUNTS	TOWER
20	5	CALL TESCO	ADAPTRS	NEED LEG DIA. TOWER
21	13	464450	COAX LADDER	TOWER
22	20	33122	COAX SNAP IN	TOWER
23	2	18264	WEATHER PROOFING KIT	TOWER
24	33	SSH-78	HANGER	TOWER
25	33	SSH-12	HANGER	TOWER
26	1	492418	PORT ENTRANCE	TOWER
27	6	456428	BOOTS	TOWER
28	2	481051	CADWELD SHOT #45	R56 GROUNDING
29	2	495000	CADWELD SHOT #90	R56 GROUNDING
30	500	439195	#2 TINNED SOLID	R56 GROUNDING
31	12	498188	10' X 5/8" GROUND ROD	R56 GROUNDING
32	1	486018	INSPECTION WELL	R56 GROUNDING
33	165	20100	#2 GRN STRANDED	CHECK INV.R56 GROUNDING
34	150	77168	#6 GRN STRANDED	CHECK INV.R56 GROUNDING
35	2	430681	#2 LUG	R56 GROUNDING
36	100	39501	#6 LUG	R56 GROUNDING
37	5	441626	NUTS/BOLTS 3/8"	R56 GROUNDING
38	10	471683	NUTS/BOLTS 1/4"	R56 GROUNDING

Date Quoted: 5/20/2005
Sales Rep: BILL
Date Sold: TBA

ITEM	QTY	PART #	DESCRIPTION
1	3	76894	COMPRESION C TAPS R56 GROUNDING
2	2	67087	BUSS BAR TOWER R56 GROUNDING
3	8	31134	LADDER RUNWAY CABLE TRAY
4	22	44371	CEILING BRACKET CABLE TRAY
5	22	32406	DROP RODS CABLE TRAY
6	22	63830	RUNWAY SUPPORT CLIP CABLE TRAY
7	3	73297	WALL SUPPORT KIT CABLE TRAY
8	4	99725	EXTENSION CLAMP CABLE TRAY
9	4		74,546 JUNTION KIT CABLE TRAY
10	18	26869	RACK BUSS BAR R56 GROUNDING
11	18	475695	77"X 19" STEEL RACK EQUIPMENT RACK
12	18	72446	19" SHELF EQUIPMENT RAC
13	18	491036	POWER STRIP 19" EQUIPMENT RACK
14	1	4X8 3/4" PLYWOOD	PUNCH DOWN BLOCK MOUNTING SURFACE
15	1	35437	UTP CAT 5E CANOPY
16	2	HK1087A	20 MBPS BH 5.2 GHZ. CANOPY
17	4	RDH4378A	45 MBPS BH 5.7 GHZ. CANOPY
18	13	BT-0563-285	STP CONNECTORIZED CANOPY
19	12	RDH4208	SURGE PROTECTOR CANOPY
20	3	EB1050	10/100 8 PORT SWITC CANOPY
21	1	HIC-1HO	HEATED ENCLOSURE CANOPY
22	1	B1820B	POWER SUPPLY CHECK INV. CONSOLE
23	3	B1822B	OP POSITIONS AND HARDWARE CONSOLE
24	3	K704AE	JACK HEADSET CONSOLE
25	3	K570AE	2ND HEADSET JACK CONSOLE
26	3	K572AF	FT SWITCH CONSOLE
27	3	K703	GOOSENECK MIC CONSOLE
28	3	K154AJ	100' CABLE CONSOLE
29	1	B1827	LICENSE MANAGER CONSOLE
30	3	X293	OP SOFTWARE CONSOLE
31	1	B1879	REFRESH CONSOLE
32	2	X69	COIM REFRESH CONSOLE
33	5	L3321	WIN XP SP1 MEDIA PATCH CONSOLE
34	5	TTO4133AA	WIN XP LICENSE CONSOLE
35	5	DSFA1782BLKTS	17' touch screen pva lcd with stand CONSOLE
36	3	CDN6281	PTT BASE CONSOLE
37	3	L3457	COMPUTERS CONSOLE
38	1	B1425	CARD CAGE CHECK INV. CONSOLE

E-Com Timeline Addendum C

<u>No.</u>	<u>Event</u>	<u>Responsibility</u>	<u>Date of Occurance</u>
1	Apply for new PW Freq	Miner	Done
2	Enginner Ethernet requirement of New Building	Miner	Done
3	Engineer RF and Equipment of Dispatch Center	Miner	Done
4	Do Engineering Study on Canapy Paths	Miner	Done
5	Develop Equipment Lists for New Center	Miner	Done
6	Begin Building CAD Database	Spillman	In Progress
7	Evaluate all Radios in PW (4) for Conversion/Replacement	Miner	4/1/2005
8	Develop Equipment needs for Public Works	Miner	4/15/2005
9	Miner Contract to Operations Committee	Miner	4/1/2005
10	E-Com takes Possession of Building	E-Com	Done
11	Order any necessary new PW radios	Public Works	5/15/2005
7	Execute Contract with Miner at May Exec Board Mtg	E-Com/Miner	6/1/2005
8	Order Dictaphone Recorder	Miner	6/1/2005
12	Order new Furniture for Dispatch Furniture	E-Com	6/1/2005
13	Order new Consoles from Miner	E-Com	6/1/2005
14	Order Phone lines for Nertwork #3-3A	Dan Johnson/Miner	6/1/2005
15	Order new Public Works Base Station	Miner	6/1/2005
16	Order Antenna/Lines/ Multiplexer from Miner	E-Com	6/1/2005
17	Order Canopy	E-Com	6/1/2005
18	Do Towerwork and Multiplexer (Basement)	Miner	7/1/2005
19	Install Camera Survelliance System to Building	?	7/1/2005
20	All Modifications done to Building	Facility Committee	7/15/2005
21	Install Racks and Prewiring/Grounding to Facility	Miner	8/1/2005
22	Install Canopy to E-Com and Police Depts.	Miner	8/1/2005
23	Install and Train on CAD	Spillman	8/1/2005
24	All Additional Equipment added to new Center	Miner	8/15/2005
25	Homewood/Flossmoor move to Southcom	Southcom	8/22/2005
26	Glenwood goes to Lynwood	Lynwood	8/22/2005
27	Hazelcrest goes to Country Club Hills	C.C. Hills	8/22/2005
28	Move Console from Homewood	Miner	8/23/2005
29	Restore Console at Homewood Fire	Miner	8/23/2005
30	Move E911 from Hazelcrest and Flossmoor	Miner	8/23/2005
31	Move Base Stations from Glenwood	Miner	8/23/2005
32	Move Comparators from Homewood	Miner	8/23/2005
33	Move 911 Systems	Miner	8/23/2005
34	Train Dispatchers on all Systems	Director/Vendors	8/29-8/31
35	Move to a live Center	All	9/1/2005
36	E-Com Goes Live	All	9/1/2005
37	Reprogram all Radios in 4 Public Work's Depts.	Miner	9/15/2005
38	Remove Equipment from Hwood Floss, Hazel.Glwood	Miner	9/15/2005

***NOTE: TIMELINE IS FLEXIBLE UPON AGREEMENT OF E-COM DIRECTOR AND MINER ELECTRONICS' PROGRAM MANAGER**

**Addendum to the Communications Agreement between
Miner Electronics Corporation
And
E-Com Consolidated Dispatch**

This addendum is in addition to the Communications Agreement entered into as of June 2, 2005 between Miner Electronics Corporation ("Miner") and E-Com Consolidated Dispatch ("E-Com"). It also contains some "modifications" to the original agreement Which were acceptable to both parties.

ARTICLE 1: INSURANCE

1.0 Miner's Liability Insurance

All insurance obtained by Miner shall be with financially sound insurance companies rated at least A:VII by Bests. The insurance companies chosen by Miner shall be subject to the Owner's approval, which shall not be unreasonably withheld. The insurance required shall be written for not less that limits of liability specified in this addendum or required by law, whichever coverage is greater. Coverage shall be maintained on a occurrence basis without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

1.1 Coverages and Limits

All insurance shall be written on Insurance Service Office (ISO) forms. The Required insurance set forth below shall be written for not less than the Following minimum limits or greater if required by law:

- a. Worker's Compensation, Occupational Disease and Employer's Liability Insurance:
 - A. State of Illinois -- Statutory Limits
 - B. Applicable Federal (if any) --Statutory limits
 - C. Employer's Liability:
 - Bodily Injury by Accident - \$500,000.00 each accident
 - Bodily Injury by Disease - \$500,000.00 policy limit

- b. Comprehensive General Liability Insurance including as minimum coverages:
 - Premises- Operational Liability
 - Products and Completed Operations Liability
 - Broad Form Property Damage Endorsement
 - Blanket Contractual
 - Personal Injury, with Employment Exclusion deleted

A. Special Requirements:

1. Products and Completed Operations to be maintained
Upon completion of Work. Warranty period of new equipment
Carries a one year warranty period, existing equipment will be
added to a service agreement upon completion of Work.
2. The term "caused by accident" if used in bodily injury or
Property damage shall be replaced by the term "occurrence".

B. Limits of Liability

1. Bodily Injury

\$2,000,000 general aggregate
\$1,000,000 each occurrence

2. Property Damage

\$1,000,000 each occurrence
\$2,000,000 annual aggregate – "Operations"
\$2,000,000 annual aggregate – "Protective"
\$2,000,000 annual aggregate – "Products"
\$2,000,000 annual aggregate - "Broad Form"

c. Contractual Liability Insurance:

A. Limits of Liability:

1. Bodily Injury:

\$1,000,000 general aggregate
\$1,000,000 each occurrence

2. Property Damage:

\$1,000,000 general aggregate
\$1,000,000 each occurrence

B. The contractual liability coverage shall at a minimum protect Miner to the extent of the following Hold Harmless Agreement:

Miner agrees to indemnify, defend, and save harmless E-Com and its agents and employees from and against all loss and expense (including court costs, litigation costs, and attorney's fees) or reason of liability imposed by law upon

them for damages because of bodily injury (including death at any time resulting therefrom) and damage to property, including loss of use thereof, arising out of or in consequence of the performance of Miner's activities, where there is sufficient evidence of negligence of the part of Miner Electronics, its employees, or agents.

d. Comprehensive Automobile Liability Insurance including owned, hired, and non-owned vehicles.

A. Limits of Liability:

1. Combined single limit - \$1,000,000

B. Special Requirements:

1. All owned, hired, or non-owned vehicles including loading and unloading thereof.
2. The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence"
3. No vehicles which are not covered by the within specified Insurance, whether owned, borrowed, or leased shall be in Use in the performance of the Work.

e. Umbrella Liability Insurance:

A. Limits of Liability:

1. \$5,000,000 each accident
2. \$5,000,000 aggregate

1.2 Certificates of Insurance/ Additional Insured

Miner shall furnish E-Com with Certificates of Insurance acceptable to E-Com, naming E-Com as additional insureds on all Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and their corresponding umbrella coverages required by Miner. As an additional insured, E-Com shall be insured to the same extent as Miner for matters arising out of Miner's work and services. The Certificates of Insurance are to be received by E-Com before any work commences.

All Certificates of Insurance and all insurance policies to be obtained by Miner shall provide that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to E-Com. If any

of the foregoing insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted as a condition of final payment.

1.3 General Insurance provisions.

All the insurance required of Miner shall state that the coverage afforded to the additional insured shall be primary insurance of the additional insured with respect to claims arising out of operations performed on their behalf. If the additional insured has other insurance which is applicable to the loss, it shall be on an excess to contingent basis.

All insurance required of Miner shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to E-Com.

All insurance required from Miner shall provide that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Under no circumstances shall E-Com be deemed to have waived any of the insurance Requirements of this Addendum by (1) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise Miner that any certificate or additional insured endorsement fails to contain all of the required insurance provisions or is otherwise deficient in any manner. Miner agrees that the obligation to provide insurance required by these documents is solely its responsibility and that its obligation cannot be waived by any act or omission of E-Com.

Nothing contained in this contract is to be construed as limiting the liability of Miner. E-Com does not in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect E-Com or Miner, but are merely minimums. The obligations to Miner to purchase insurance shall not, in any way, limit its obligations to E-Com in the event it should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Miner's insurance.

ARTICLE 2: BONDS.

Miner shall furnish to E-Com a performance bond in the amount of \$100,000. The bond will be in such form and surety that is approved by E-Com.

Miner shall furnish with the performance bond a certified copy of the Power of Attorney from the surety company stating that the person executing said bond Is duly authorized by the Surety company to execute said bond; and furnish a certified

Copy of a certificate from the Surety showing that the Surety Company
Is authorized to transact business and execute said bond.

ARTICLE 3: PREVAILING WAGE

Miner shall pay prevailing wages pursuant to the most recent schedule of prevailing wages which is attached hereto and further agree to comply with all the prevailing wage laws of the State of Illinois. Miner shall maintain records to document its compliance with its obligation to pay prevailing wages and shall fully cooperate with any investigation into whether it is meeting its obligation to pay prevailing wages under either this contract and/or State law.

ARTICLE 4: GENERAL PROVISIONS

- 4.0 Miner certifies that is has never been barred from contracting with any public entity
- 4.1 Miner certifies that it will not engage in any unlawful discrimination under federal or State law and further represents that it is in compliance with all of the Equal Employment Opportunity/Affirmative Action provisions of Section 5/2-105(A) Of the Illinois Human Rights Act and all of its subsections and subparagraphs. 775 ILCS 5/2-105(A) Miner understands that its breach of the obligations of this paragraph may result in the termination of this agreement.
- 4.2 E-Com is a tax exempt entity. Miner certifies that the contract price is based upon E-Com's tax exempt status.
- 4.3 Miner shall provide partial/final waviers of lien to the amount of all previous payments as a condition of receiving the second payment. Final waviers of lien from all subcontractors and material suppliers shall be provided as a condition of final payment.
- 4.4 Miner shall provide as-built drawings/schematics, equipment manuals, and all Warranties to E-Com as a condition of final payment.

Exhibit 7

Life Line 100 & Power 911 Upgrade

for

E-COM, IL.

(Option One - 5 Position)

With



Configuration Parameters

Life Line 100 ANI/ALI Controller

Number of E9-1-1 Trunks To Be Upgraded	11
LL100 System Software Upgrade	Included

Answering Positions

Power 911 Workstations with built-in IAP/PC Cards (no physical phone set at the positions).

Number of Power 911 Intelligent Workstations	5
Number of Buttons per Position	1,280 on-screen.
Number of Line Appearances per Position	Up to 23

Power 911 Intelligent Workstation Features

Interface with Life Line 100	Included
Location Module (ANI/ALI)	Included
Computer Telephony Module (on-screen telephony)	Included
Contact Module (Call & Transfer - Voice and/or Data)	Included
On-line Message Board (a.k.a. Flash Bulletin Module)	Included
Lists Module (Call Lists and Queries)	Included
Toolbar (a.k.a. Call Detail Tool)	Included
Incident Manager Software (Incident Detailing + Premise + SOP)	Included
Integrated Call Recorder	Not Included
Integrated Telephone & Radio Recorder	Not Included
Integrated TDD	Included
AgentToolkit	Included
Data Transfer to Remote FAX Machines or via E-Mail	Not Included
UPS on Workstation PCs & Server	Included
Touchscreen Interface Software	Not Included
RAID Disk Array (data redundancy)	Not Included

Miscellaneous

Screens per Position	1
Screen Type	17 Inch LCD Monitor

System Configuration

^{1 & 2} Life Line 100 Upgrade

Model #	Description	Qty.
912349/P	Life Line 100 Shelf Upgrade Kit	2
912341/P	NIM Module Upgrade Kit	11
912344/P	COM Module Upgrade Kit	4
912346/P	SIO Module Upgrade Kit	4
912320/2P	MCM/SIO Module (12 RS422 ports)	2
Subtotal		\$ 7,822.00

Power 911 Software

Model #	Description	Qty.
912612	Life Line 100 / Power 911 Interface Software	1
913106/421	Power 911 Upgrade - Up to 10 Pos (IAP or Norstar)	4
913206/421	Power 911 Server Upgrade - Up to 10P (IAP or Norstar)	1
913105/420	Power 911 Workstation Base Software	1
913160	Power 911 Integrated TTY (IAPPC)(per position)	1
913120	Power 911 Incident Manager (per position)	1
913112	Power 911 Agent Toolkit Software	1
914130/1	IWS Workstation - Configuration and S/W (per position)	6
914130/2	IWS Server - Configuration and S/W (per server)	1
Subtotal		\$ 18,505.00

³ Power IWS Hardware

Model #	Description	Qty.
913550/4	Power 911 IAP/PC Card	3
913805	Power 911 - Norstar I/F Kit	3
914100/NS	Power 911 Workstation Computer (No Screen)	5
914557	Touchscreen 17" LCD monitor	5
914225	Power 911 Database Server	1
914450	RAID Disk Array for Power 911 Server	1
914420	IWS Server Tape Backup System	1
914100	Object Server Software Server	1
914410	IWS Workstation UPS	7
914520	RAS Modem	1
914403	IWS 16-Port 10/100 Auto-sensing Switch	1
Subtotal		\$ 46,021.00

⁴ Site Survey

Model #	Description	Qty.	
950100	Site Survey	1	
960575	Living Expense Per Day	3	
960580	Travel Fee	1	
			Subtotal \$ 3,350.00

⁵ Installation

Model #	Description	Qty.	
950604	Daily rate for technician during business hours (Per Day)	10	
960575	Living Expense Per Day	12	
960580	Travel Fee	1	
			Subtotal \$ 13,650.00

Training

Model #	Description	Qty.	
960800	Power 911 refresher training (Per Day)	2	
960575	Living Expense Per Day	4	
960580	Travel Fee	1	
			Subtotal \$ 5,050.00

Equipment Total \$ 94,398.00

Notes

1 Assumes that the Norstar will be supplied and maintained by the SBC, and will operate in Non-ACD mode only.

2 Assumes that all Life Line 100 peripheral equipment is reusable.

3 Assumes Norstar Interface kits and IAP/PC Cards from Flossmoor will be re-used.

4 The Site Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system.

The amounts set out in this Quotation assume Positron's standard products. If during the site survey additional equipment, services or modifications to Positron's standard products are required, such equipment, services and modifications are not included in the prices set out herein.

5 Installation does not include removal of equipment nor transport from Flossmoor, Hazel Crest, Homewood and Glenwood to the E-COM Site.

Additional Equipment Required for the Life Line 100

The following additional equipment, not normally supplied by Positron, is also required (and is assumed to be provided by the Telco):

- Two (2) modems to ALI database (Telco normally provides 4 wire dedicated modems - 202T type)
- One (1) ACDR printer and one (1) Maintenance printer (serial printers ie. Microline 182, 70 db).
- One (1) Network Laser Printer.
- Maintenance Terminal (ASCII Terminal e.g. VT 100, VT200, Wise 150).
- Amphenol cables.
- Four (4) to six (6) 50 pair (2 cable) punch blocks may be required per shelf.
- Two (2) Modems per remote dedicated data transfer link are required (External Hayes Command Compatible)
- Two (2) Modems for Remote Monitoring & Maintenance are required (External Hayes Command Compatible)
- Two (2) Dial-Up Lines for Remote Monitoring and Maintenance must be provisioned.
- Any necessary Netclock hardware (Life Line 100 NetClock/2 option is an interface only).

Additional Equipment Required for Power 911 IWS

Each Power 911 computer requires sufficient CAT5 Network Cabling, not normally supplied by Positron, to reach the Network Hub(s) (the hub(s) is(are) typically installed in the backroom).

The Standard Operating Procedure and Premise Information Modules, if included, require customer-input of data. Positron can provide a data-entry service at additional cost.

Environmental Conditions

There are no special air conditioning requirements; good ventilation is sufficient.

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.
FOB Positron, Montreal. Shipping costs are prepaid and charged.

PAYMENT As per current contract.

DELIVERY TBD.

VALIDITY 60 days.