

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into on the 5th day of April, 2011 by and between Delta Communications, LLC, d/b/a Clearwave Communications, with its principal offices located at 2 N. Vine Street, Floor 3, Harrisburg, IL 62946 (“Clearwave” or “Lessor”) and CSI – Counties of Southern Illinois, an Illinois non-profit corporation with its principal offices located at 300 N. Park Avenue, Herrin, Illinois 62948 (“CSI” or “Lessee”)

WHEREAS, CSI is undertaking a project is to implement an IP-Based Next Generation 9-1-1, NENA i3 aligned communication system for 15 counties and one municipality in southern Illinois which will support two (2) geographically diverse, fully redundant data/system hosting centers, one at the Saline County Sheriff’s Department in Harrisburg and one at the Jackson County Sheriff’s Department in Murphysboro (the “Project”); and

WHEREAS, as part of the Project, Clearwave has or will receive a grant to connect the originating service providers, PSAPs and data centers through an ESInet; and

WHEREAS, Clearwave has entered into an E9-1-1 Equipment Purchase and Sale Agreement with NG-911, Inc., an Iowa corporation, whereby Clearwave has agreed to purchase certain equipment and services for the Project described in Exhibit 1 attached hereto and incorporated herein by reference (the “Equipment”); and

WEHREAS, Clearwave desires to lease the Equipment to CSI and CSI desires to lease the Equipment from Clearwave in accordance with the terms and conditions of this Lease,

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference as part of this agreement.
2. **Lease of Equipment.** Clearwave does hereby lease to CSI, and CSI does hereby lease from Clearwave, the Equipment described in Exhibit 1 attached hereto.
3. **Lease Term.** The term of this lease shall be for ninety-nine (99) years from the date hereof or until CSI abandons the Equipment, whichever first occurs.
4. **Lease Payment.** CSI shall pay to Clearwave the sum of One Dollar (\$1.00) for the lease of the Equipment.

5. **Quiet Enjoyment.** Clearwave covenants and agrees that it will not take any action to prevent CSI from having quiet and peaceable possession and enjoyment of the Equipment during the Lease Term.
6. **Operation and Maintenance of Equipment.** CSI shall have sole authority to operate the Equipment as part of the Project and shall have sole responsibility for repair and maintenance of the Equipment; provided that CSI shall have no obligation to operate, maintain or repair any element or item of the Project the operation, maintenance or repair of which becomes uneconomic to CSI because of damage or destruction or obsolescence (including economic obsolescence), or change in government standards and regulations, or the termination by CSI of the operation of the facilities to which the element or item of the Project is an adjunct. The parties acknowledge that CSI is, contemporaneously herewith, entering into a Purchase and Maintenance Agreement for an IP-Based Next Generation 9-1-1 Communication System (“Purchase and Maintenance Agreement”) with NG-911, Inc. Clearwave is neither a party to, nor a third party beneficiary of the Purchase and Maintenance Agreement. CSI shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary machinery, equipment or other personal property comprising a part of the Equipment. In any instance where CSI in its sole discretion determines that any such item of the Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary, CSI may remove such item from the Project.
7. **Assignment of Lease.** CSI shall have the right, without the consent of Clearwave, to assign this Lease, or any of CSI’s rights and obligations herein, to any third party. The parties acknowledge that CSI may either operate the Project itself or assign this Lease, or any part thereof, to a third party to operate the Project.
8. **Taxes and Assessments.** CSI will pay or cause to be paid, during the Lease Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and the Project or any part thereof, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, CSI shall be obligated to pay only such installments as are required to be paid during the Lease Term. CSI may, at CSI’s expense and in CSI’s name, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom.
9. **Insurance.** CSI may, but shall not be required to, maintain insurance on the Equipment during the Lease Term, in such amounts and under such terms and conditions as CSI may deem appropriate.
10. **Further Assurances.** The Parties hereby agree to execute, acknowledge and deliver to each other any further writings, documents, transfers, acknowledgements, instruments, powers of attorney, authorizations, filings, applications, reports, etc. that may be reasonably required to give full force and effect to the provisions of this Agreement, and

to take such further actions reasonably required in fulfillment of obligations set forth herein or in furtherance of the intent hereof.

11. **Amendment.** This Agreement may not be modified or amended, except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Either party hereto may waive compliance by the other party with any term or provision of this Agreement on the part of the other party to be performed or complied with. The waiver by a party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. Each party agrees to notify the other party promptly upon discovery of any event of Force Majeure, which may cause a failure or delay in performance hereunder.
12. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
13. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on the parties hereto, notwithstanding that both of the parties have not signed the same counterpart.
14. **Entire Agreement.** This Agreement, including agreements incorporated herein, and the schedules and exhibits hereto, if any, contain the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to herein.
15. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Delta Communications, LLC  
d/b/a Clearwave Communications

  
By: Scott Riggs  
Title: President & CEO

CSI – Counties of Southern Illinois

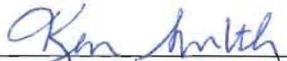
  
By: Ken Smith  
Title: CSI Chairman

EXHIBIT 1  
EQUIPMENT

Equipment shall include hardware, software, other goods and services set forth below:

42U Cabinet kit	2
Admin servers with software	2
Comm device servers/ serial to ether	27
Firewall-power install kit	2
Guardian FT app. And proxy servers	2
HD VOIP Trunk Interface kit	4
IIT network design	
Installation travel	
IP PBX software	2
IQ 1500 SL -SR	2
LISt services -year one	
LIST/ ECRF/LVF/ GIS integration serv.	2
LIST/ ECRF/LVF/ GIS servers	8
Network Interface devices	21
Primary / Parallel recorder-MIS/ IRR	1
Project Management	
Server for IP PBX	2
Session Border Controls	2
Shipping	
SR & Guardian application	2
Stand alone recording software	47
T1 Trunk Interface Kit	4
Training	
Up front maintenance	
UPS 300 va 120V	2

PURCHASE AND MAINTENANCE AGREEMENT FOR AN  
IP-BASED NEXT GENERATION 9-1-1 COMMUNICATION SYSTEM

This Purchase and Maintenance Agreement for an IP-Based Next Generation 9-1-1 Communication System ("Agreement") is made this day of , 2011, between **NG-911, Inc.**, an Iowa corporation with its principal offices located at 815 South Highland, Williamsburg, Iowa 52361 ("NG-911"), and the **CSI — Counties of Southern Illinois**, an Illinois non-profit corporation, with its principle offices located at 300 N. Park Avenue, Herrin, Illinois 62948 ("CSI").

WHEREAS CSI issued a Request for Proposal for an IP-Based Next Generation 9-1-1 Communication System ("RFP") for the counties comprising CSI, including equipment and services as described in the RFP; and

WHEREAS, on or about September 21, 2010, NG-911 submitted a proposal to CSI pursuant to the RFP, a copy of which is attached hereto as Exhibit A, and which was supplemented by correspondence dated November 2, 2010, a copy of which is attached hereto as Exhibit B (Exhibits A and B, collectively, the "Proposal")

WHEREAS, CSI selected NG-911 as the vendor to provide the equipment and services required by the RFP and as specified in the Proposal; and

WHEREAS, the parties desire to set forth Terms and Conditions whereby NG-911 will provide the equipment and services required by the RFP and as specified in the Proposal,

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. Summary of the Project. The purpose of the Project is to implement an IP-Based Next Generation 9-1-1, NENA i3 compliant communication system (compliant with NENA Standard 08-003) for 15 counties and one municipality in southern Illinois. CSI is comprised of multiple 911 systems with between one and four PSAPs each. There are a combined 47 positions, with approximately 30 to 34 manned on any given shift. All CSI PSAPs are currently taking phase II wireless calls or will be by the time this project commences.

CSI will provide the ESInet thru Clearwave Communications, which has or will receive a grant to connect the originating service providers, PSAPs and data centers. NG-911 will provide the hardware, software and services needed to run a next generation 9-1-1 system on that network. NG-911 will provide map display software, but CSI will provide GIS data services.

The system will be used to process, answer and direct all "calls" placed to 9-1-1. The system must support a minimum of two (2) geographically diverse, fully

redundant data/system hosting centers, one at the Saline County Sheriff's Department in Harrisburg and one at the Jackson County Sheriffs Department in Murphysboro.

The system must be capable of receiving 9-1-1 calls in a native Session Initiated Protocol (SIP) format upon installation and must include gateways for legacy wireline, wireless and VOIP calls and SMS and IM. The system must be capable of expansion to multiple additional counties/PSAPs by simply adding additional software and hardware.

The system must be able to integrate with a local ALI database management system as well as an integrated Mapped-ALI display and interface with current CAD systems. The system must be GIS-centric and able to spatially route calls and must have the capability to use the GIS database in the future as the primary 9-1-1 validation database. CSI has, or will, contract with a third party to provide GIS staff to maintain the data layers, scrub the existing data and put data in NENA standard formats. Individual 911 Coordinators will provide updates to the road, structure, corporate boundary and jurisdictional layers. CSI will synchronize the GIS data with the MSAG and ALI databases.

CSI recognizes that a robust NG9-1-1 communications system capable of accepting all calls for emergency services in an efficient and accurate manner is the primary responsibility of CSI and its members. NG-911 will train IT personnel from CSI to provide primary on-site Tier 1 support of the proposed system.

2. Term. The term of this Agreement shall commence on the date set forth above and shall continue for the period during which NG-911 is responsible for maintenance of the equipment (the "Term"); provided, however, that the Statement of Work, described below, sets forth specific terms for completion of steps of the Project.
3. Equipment and Software Purchased by CSI. NG-911 agrees to sell and CSI agrees to buy for itself, the equipment and software listed in Exhibit C, attached hereto and incorporated herein by reference as though fully set forth. The parties anticipate that NG-911 will enter into a separate contract with Clearwave to purchase from NG-911, the equipment listed in Exhibit C-1, attached hereto and incorporated herein by reference as though fully set forth, and to lease said equipment to CSI pursuant to a separate written agreement.
4. Statement of Work. NG-911 agrees to perform the work described in the Statement of Work attached hereto as Exhibit D.
  - a. NG-911 will furnish all tools, equipment, materials, supplies, labor, supervision, transportation, and other accessories, and services required for the performance of its duties and obligations specified in this Agreement.

- b. NG-911 will execute and complete all specified work with due diligence, in accordance with good technical practice and industry standards.
5. Maintenance of Equipment. NG-911 agrees to train CSI personnel to provide primary on-site Tier 1 support of the system. NG-911 will provide Tier 2 support of the system in accordance with the Maintenance Agreement attached hereto as Exhibit E and incorporated herein by reference as though fully set forth.
6. Payments. CSI shall pay to NG-911, the sums set forth and on the dates set forth in the Payment Schedule attached hereto as Exhibit F and incorporated herein by reference as though fully set forth. However, all payments to NG-911 are conditioned on CSI remaining as a consortium of 15 counties plus one municipality. Should the CSI consortium fall below that composition, the sums as detailed on Exhibit F will have to be reduced by agreement of the parties or in the event agreement cannot be reached, then this agreement is terminated. Should the CSI consortium increase above the 15 counties plus one municipality composition, the sums as detailed on Exhibit F will either remain the same or by agreement of the parties be increased.
7. Disclosure of Information. With respect to the Proposal, this Agreement or the Project, CSI decisions on withholding information from public disclosure are subject to potential review by Board Counsel, the Attorney General, and the courts. CSI assumes no liability for the disclosure of any information that it is advised to disclose by Board Counsel, the Attorney General, or the courts. Notwithstanding the foregoing, technical information will be subject to public examination, except for proprietary information clearly designated as such by NG-911. Fiscal information included in the Proposal and this Agreement will be held in confidence by CSI to the extent allowed by law and will not be disclosed to or discussed with NG-911's competitors.

The parties acknowledge that CSI may be required to disclose, or may desire to disclose, information regarding the Project to other entities involved in the Project, including Clearwave, the agencies involved in providing federal or state grants (such as the NTIA), NENA, IIT, SIU or other companies, individuals or governmental agencies. CSI agrees to limit disclosure of information to those with a "need to know" such information; and agrees to not disclose information clearly designated as proprietary by NG-911 to third parties without the consent of NG-911.

8. Subcontracting/Prime Contractor Responsibility. Subject to advance approval of CSI, NG-911 may subcontract parts of the goods and services required pursuant to this Agreement. Regardless of whether NG-911 enters into any such subcontracts, NG-911 is responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements.

9. Representations, Warranties and Covenants of NG-911. NG-911 represents, warrants and covenants:
- a. That NG-911 is entering into this Agreement on its own behalf and not on behalf of any undisclosed person, firm or corporation.
  - b. That the officer signing this Agreement on behalf of NG-911 has corporate authority to execute this Agreement.
  - c. That NG-911 is a duly organized corporation, validly existing and in good standing under the laws of the state of Iowa and is duly qualified to conduct business in the state of Illinois and has the power to own or lease its properties and to carry on the business described in the Proposal.
  - d. That NG-911 has duly approved the execution of this Agreement by all necessary actions; that this Agreement has been duly and validly executed and delivered by NG911; and that this Agreement constitutes a valid and binding obligation of NG-911, enforceable against it according to its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting the enforceability of contractual obligations and creditor's rights generally and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.
  - e. That the execution and delivery of this Agreement by NG-911 and its performance of the obligations hereunder, do not a) conflict with or result in any breach of any provision of the formation or charter documents of NG-911; b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except where the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, would not have a material adverse effect on NG-911 or materially adversely affect the ability of NG911 to consummate the transactions contemplated by this Agreement; c) except as would not, individually or in the aggregate, have a material effect on NG-911, conflict with or result in a breach or violation of, or constitute a default under, or result in (or create in any party the right to cause) the acceleration of any performance of NG-911 under, (i) any judgment or law to which it is subject or bound (subject to any consents, approvals, authorizations, permits, filings or notifications required under b) above), or (ii) any mortgage, bond, indenture, agreement, contract, license or other instrument or obligations to which NG-911 is subject or bound.
  - f. There is no action, suit, claim, governmental investigation, arbitration or other proceeding pending, or, to the actual knowledge of NG-911's officers, threatened against NG-911 which, if adversely determined would have a material effect upon NG-911.

- g. Zero tolerance drug policy. Any person employed by NG-911 or CSI who tests positive in accordance with established CSI drug testing procedures for any substance prohibited by the Cannabis Control Act, the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act shall be discharged from employment. Refusal to submit to a drug test, ordered in accordance with such procedures, by any person employed by NG-911 or CSI shall be construed as a positive test, and the person shall be discharged from employment.

10. Non-Discrimination/Equal Employment Opportunity.

In the event of NG-911's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Illinois Department of Human Rights (Department), NG-911 may be declared ineligible for future contracts or subcontracts with CSI, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, NG-911 agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or

other agreement or understanding, a notice advising the labor organization or representative of NG-911's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the NG-911 in his or her efforts to comply with the Act and Rules and Regulations, NG-911 will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
  - 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
  - 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, NG-911 will be liable for compliance with applicable provisions of this clause by subcontractor; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, NG-911 will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
11. Representations, Warranties and Covenants of CSI: CSI represents, warrants and covenants:
- a. That CSI is a not-for-profit Illinois corporation, formed by the filing of Articles of Incorporation in the Office of the Illinois Secretary of State on December 11, 2009; that on September 3, 2010, the Internal Revenue Service issued a letter ruling that CSI is an exempt organization under Section 501(c)(3) of the Internal Revenue Code; and that CSI is exempt from any and all taxes and that a tax-exempt certificate will be supplied to NG-911 upon request.
  - b. That CSI, and the Governmental Entities comprising the membership of CSI, have the requisite power and authority to approve, authorize, execute

and deliver this Agreement and to consummate the transactions contemplated by the Project.

- c. That CSI is a duly organized, validly existing and in good standing under the laws of the state of Illinois and is duly qualified to conduct its business and has the power to own or lease its properties and to carry on the business described in the Proposal.
  - d. That CSI has duly approved the execution of this Agreement by all necessary actions; that this Agreement has been duly and validly executed and delivered by CSI; and that this Agreement constitutes a valid and binding obligation of CSI, enforceable against it according to its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting the enforceability of contractual obligations and creditor's rights generally and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.
  - e. That the execution and delivery of this Agreement by CSI and its performance of the obligations hereunder, do not a) conflict with or result in any breach of any provision of the formation or charter documents of CSI or its constituent members; b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except where the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, would not have a material adverse effect on CSI or materially adversely affect the ability of CSI to consummate the transactions contemplated by this Agreement; c) except as would not, individually or in the aggregate, have a material effect on CSI, conflict with or result in a breach or violation of, or constitute a default under, or result in (or create in any party the right to cause) the acceleration of any performance of CSI under, (i) any judgment or law to which it is subject or bound (subject to any consents, approvals, authorizations, permits, filings or notifications required under b) above), or (ii) any mortgage, bond, indenture, agreement, contract, license or other instrument or obligations to which CSI is subject or bound.
  - f. There is no action, suit, claim, governmental investigation, arbitration or other proceeding pending, or, to the actual knowledge of CSI's officers, threatened against CSI which, if adversely determined would have a material effect upon CSI.
12. Breach, Notice and Cure. In the event of a breach, the non-breaching party shall notify the breaching party of the specific acts or omissions constituting the breach. The breaching party shall have ten (10) days from the receipt of this notice to cure the breach and if the breach is cured within said ten (10) day period, the breach

will be deemed to have not occurred; provided, that if the breach is of a type which cannot be cured within ten (10) days, the breaching party shall be allowed the opportunity to commence and pursue to completion, good-faith efforts to cure the breach within a reasonable time. If the breaching party fails to cure the breach within ten (10) days or, if the breach is of a type which cannot be cured within ten (10) days and the breaching party has not commenced or is not pursuing good-faith efforts to cure the breach within a reasonable time, this Agreement may be terminated by the non-breaching party.

13. Limitation of Liability and Indemnity.

- a. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY WHATSOEVER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF THIS AGREEMENT.
- b. Nothing in this Agreement shall limit or restrict either party from pursuing, through civil litigation or other appropriate means, any actual damages arising out of this Agreement.
- c. NG-911 shall indemnify, defend and hold harmless CSI, and its officers and directors, from and against any and all loss and expense incurred by CSI to third parties arising from or in connection with (or alleged to arise from or in connection with): (a) any failure by NG-911 to perform its obligations under this Agreement; or (b) the negligence or willful misconduct of NG-911 or any of its officers, directors, employees, agents or representatives in connection this Agreement. CSI shall promptly notify NG-911 of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and NG-911 shall have the right to assume the defense of the claim in any legal proceeding and to approve any settlement of the claim, which approval shall not be unreasonably withheld. These indemnification provisions are for the protection of CSI only and shall not establish any liability to third parties. The provisions of this Section shall survive termination of this Agreement.
- d. CSI shall indemnify, defend and hold harmless NG-911, and its officers and directors, from and against any and all loss and expense incurred by NG-911 to third parties arising from or in connection with (or alleged to arise from or in connection with): (a) any failure by CSI to perform its obligations under this Agreement; or (b) the negligence or willful misconduct of CSI or any of its members, officers, directors, employees, agents or representatives in connection this Agreement. NG911 shall promptly notify CSI of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and CSI shall have the right to assume the defense of the claim in any legal proceeding and to approve any settlement of the claim, which approval shall not be unreasonably

withheld. These indemnification provisions are for the protection of NG-911 only and shall not establish any liability to third parties. The provisions of this Section shall survive termination of this Agreement.

14. Relationship of Parties. The relationship of the parties hereunder shall be that of independent contractors. Neither party is intended to have, and neither of them shall represent to any other person, that it has any power, right or authority to bind the other or to assume or create any obligation or responsibility, expressed or implied, on behalf of the other, except as expressly required by this Agreement or as otherwise permitted in writing. Nothing in this Agreement shall be construed to create between the parties any partnership, joint venture, employment relationship, franchise or agency.
15. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to agreements made and to be performed entirely within such state, including all matters of enforcement, validity and performance.
16. Notices. Any notice required or permitted to be given hereunder shall be in writing shall be: (i) personally delivered; and/or (ii) transmitted by postage pre-paid first class certified United States mail return receipt requested; and/or (iii) transmitted by pre-paid, overnight courier (e.g. FedEx, DHL, UPS, etc . . .); and/or (iv) by facsimile (fax); and/or (v) by e-mail. All notices and other communications shall be deemed to have been duly given, received and effective on the earlier of: (i) the date of receipt if delivered personally; (ii) the second business day after the date of transmission if by overnight courier; (iii) the date the return receipt is signed by the receiving party in the case of pre-paid postage; or (iv) the date of actual receipt if the same can be demonstrated by other evidence (e.g., fax transmission confirmation, email delivery receipt). Either Party may unilaterally change its address for purposes hereof by notice given to the other Party. Notices hereunder shall be directed to the parties and their designated agents at the following addresses:

Company: NG-911, Inc.  
Attn: Michael Ramsey, CEO  
815 S. Highland  
Williamsburg, IA 52361  
Fax: (319) 668-9369  
[Email: mramsey@ng-911inc.com](mailto:mramsey@ng-911inc.com)

With a copy to :

Richard W. Hird  
Petefish, Immel, Heeb & Hird, LLP  
P.O. Box 485  
842 Louisiana Street

Lawrence, KS 66044  
Fax: 785-843-0407  
[Email: rhird@pihhlawyers.com](mailto:rhird@pihhlawyers.com)

CSI: CSI — Counties of Southern Illinois  
Attn: Ken Smith, Chairman  
300 N. Park Avenue  
Herrin, IL 62948  
Fax: 618-988-6945  
[Email: williamsoncounty911@yahoo.com](mailto:williamsoncounty911@yahoo.com)

With a copy to:

Patrick J. Lustig, ENP  
CSI Project Manager  
Director, Jackson County 9-1-1  
303 N. Robinson Circle  
Carbondale, IL 62901-1004  
Fax: 618-529-5501  
[Email: plustig@jc911.org](mailto:plustig@jc911.org)

17. Further Assurances. The Parties hereby agree to execute, acknowledge and deliver to each other any further writings, documents, transfers, acknowledgements, instruments, powers of attorney, authorizations, filings, applications, reports, etc. that may be reasonably required to give full force and effect to the provisions of this Agreement, and to take such further actions reasonably required in fulfillment of obligations set forth herein or in furtherance of the intent hereof.
18. Amendment. This Agreement may not be modified or amended, except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Either party hereto may waive compliance by the other party with any term or provision of this Agreement on the part of the other party to be performed or complied with. The waiver by a party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. Each party agrees to notify the other party promptly upon discovery of any event of Force Majeure, which may cause a failure or delay in performance hereunder.
19. Force Majeure. No delay in, or failure of, performance by either Party under this Agreement, except and excluding payments hereunder, will constitute default hereunder or give rise to any claim for damages if and to the extent caused by Force Majeure. Each party agrees to notify the other party promptly upon discovery of any event of Force Majeure, which may cause a failure or delay in performance hereunder.

- Notwithstanding the foregoing clause, a delay in performance due to an event of force majeure shall be excused only so that a commercially reasonable alternative method of performance can be implemented. If performance by either party hereunder is delayed more than sixty (60) days due to an event of Force Majeure, the other party may terminate this Agreement, subject to the provisions of Paragraph 11, Breach, Notice and Cure, upon thirty (30) days notice, provided the event of Force Majeure has not ceased during the notice period.
20. Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
  21. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on the parties hereto, notwithstanding that both of the parties have not signed the same counterpart.
  22. Entire Agreement. This Agreement, including agreements incorporated herein, and the schedules and exhibits hereto, contain the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to herein.
  23. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.
  24. Glossary and Interpretation. Exhibit G, "Glossary", hereto, the terms of which are incorporated herein by reference, shall constitute the glossary of this Agreement (Glossary), and any and all such terms when used in this Agreement, and/or any of its exhibits (which are incorporated herein by reference thereto) shall be used in accordance with the definitions ascribed to such terms in the Glossary. In addition to definitions, the terms defined in the Glossary may contain material and substantive language, provisions and/or terms of and/or to this Agreement, and are to be read as any other term, paragraph, sentence, section, subsection, provision, etc. of this Agreement. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either," and "any" shall not be exclusive.

25. Construction of Agreement. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CSI

By: Kenneth E. Smith  
Title: Chairman

NG-911, Inc.  
Michael Ramsey  
Michael Ramsey, President and CEO

Exhibits:

- A RFP and Proposal, September 21, 2010
- B Supplemental Proposal, December 22, 2010
- C CSI Equipment and software
- C-1 Clearwave Equipment and software
- D Statement of Work
- E Maintenance Agreement
- F Payment Schedule
- G Glossary

EXHIBIT A

NG-911, INC. PROPOSAL DATED SEPTEMBER 21, 2010

# REQUEST FOR PROPOSAL FOR AN IP-BASED NEXT GENERATION 9-1-1 COMMUNICATION SYSTEM

FOR

Counties of Southern Illinois NG9-1-1 Association

To be submitted by September 21, 2010 to:

Ken Smith - Chairman  
300 N. Park Ave.  
Herrin, Illinois 62948  
618-988-6911

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the implementation of an 18-county IP-Based Next Generation 9-1-1 communication system in southern Illinois. CSI originally received and opened bids in December of 2009. Grant applications for this project were denied as we were preparing to select a vendor forcing us to reduce the scope of the project to match the available funding. The association intends to use the results of this process to award a contract for goods and services specified within this RFP. If your proposal has a cost of more than 2.2 million dollars it will not be immediately considered and will be set aside until lower cost alternatives have been explored. Please include your bottom line price on the first page of your response.

We will be providing our own ESInet to connect the originating service providers, PSAPs and data centers. We are seeking bids on the hardware, software and services needed to run a next generation system on that network. We will provide our own CAD systems. We are seeking map display software but not requesting GIS data services. We are also not seeking consulting services. Since this is a national pilot project, CSI would welcome vendor proposals that offer their solutions for free or drastically reduced rates in exchange for the privilege of being selected to lead this unique project.

## SECTION I

### **Project Goals and Objectives**

Counties of Southern Illinois NG9-1-1 Association (hereinafter referred to as CSI) is soliciting proposals from qualified and experienced organizations that can provide an IP-Based Next Generation 9-1-1, NENA i3 aligned Communication System. CSI desires to upgrade the aging analog 9-1-1 telephony system with an IP-based solution that meets NENA NG 9-1-1 standards, including the emerging NENA IP-Capable PSAP standards. The desired results will be increased functionality, redundancy, diversity, and scalability. The system must be capable of evolving with NG9-1-1 without requiring additional hardware upgrades and replacements.

This system will be used to process, answer and direct all “calls” placed to 9-1-1. The system must support a minimum of two (2) geographically diverse, fully redundant data/system hosting centers. Our plan is to locate one at the Saline County Sheriff’s Department in Harrisburg and the second at the Jackson County Sheriff’s Department in Murphysboro.

The system should not require a manual switchover and should have automatic failover capability. CSI prefers Common Off the Shelf (COTS) equipment rather than proprietary hardware to enable CSI to lower initial infrastructure cost as well as future hardware replacement costs, and to eliminate costly hardware maintenance contracts.

Vendors must provide the option for CSI to purchase some if not most of its own hardware per specifications supplied by the vendor. The solution should allow for IT personnel from CSI to be trained to provide primary on-site Tier 1 support of the proposed system.

The solution proposed must be capable of receiving 9-1-1 calls in a native Session Internet Protocol (SIP) format upon installation. This would include gateways for legacy wireline, wireless and VOIP calls. Furthermore, the solution proposed must be capable of expansion to multiple additional counties/PSAPs by simply adding additional software and hardware. Systems requiring the replacement of components to expand will not be considered. As an option, we would also consider the additional cost of having administrative calls received in a native SIP format.