

2.8 RELOCATION OF EQUIPMENT

NG-911 shall be obligated to provide maintenance service only at the specified site or sites described in Exhibit C to the Agreement unless the relocation of equipment has been conducted or authorized by NG-911. If CSI desires to relocate any Equipment, CSI shall give appropriate notice to NG-911 of its intention to relocate the Equipment and maintenance arrangements shall be negotiated between the parties.

2.9 THIRD PARTY SOFTWARE

Data output from Solacom software used by third party software utilized by CSI members (e.g., CAD software) shall be in the format(s) prescribed by NENA standards. Third party software which utilizes SIP open architecture may be compatible with Solacom software; however, NG-911 makes no representations regarding the capacity of the PCs to run third party software. Should CSI choose to supply Call Taker / Dispatcher workstations which vary from what has been qualified/certified by Solacom, the fee to test each such workstation is \$2,500.00. Solacom reserves the right to reject or disqualify any such workstations.

3.0 OTHER COSTS

The purpose of this Agreement is to enable NG-911 to respond immediately to any call for technical or service assistance in connection with the site installation. It is possible that NG-911 may be asked to provide assistance in the diagnosis and cure of problems occurring outside the scope of this Agreement as a result of:

- (a) faulty equipment or service provided by others;
- (b) equipment which has been modified or otherwise altered other than pursuant to Solacom's or NG-911's written approval, or
- (c) equipment which has been subjected to any kind of misuse or detrimental exposure or abuse or has been involved in an accident.
- (d) equipment which has been damaged as a result of Force Majeure, including fire, lightning, acts of God or other acts completely out of CSI's control.

Under these circumstances, CSI agrees to reimburse NG-911 the full costs of such additional technical support. These costs will be the NG-911 standard charge-out rates in effect at the time the service is provided, plus travel, living and/or incidental expenses.

On-site charge-out rates in effect as of the date of execution of the Agreement are as follows:

Technical Services Base Rate	\$138.25 per hour
Help Desk Regular Hours	\$138.25 per hour

Help Desk Weekend, Holidays, After Hours \$195.75 per hour

The costs of repairing standard Solacom manufactured modules in effect as of the date of execution of the Agreement are:

Regular Repair within 10 working days	\$138.25 per hour
Emergency Repair within 5 working days	\$195.75 per hour

The above rates are subject to change and shall apply to all work performed by NG-911 or its designated subcontractor/agent if deployed.

4. **CSI RESPONSIBILITIES**

4.1 **REMOTE HOOK-UP TO EQUIPMENT**

CSI shall provide access to the ESInet and five (5) static IP addresses dynamically delivered to the two data centers as a means for NG-911 to connect a remote maintenance position to the Equipment. The purpose of the remote position which is located at a NG-911 maintenance center is solely for NG-911 to retrieve diagnostic and error messages and to perform additional remote system tests for the purpose of identifying existing faults or apparent future problems.

4.2 **FIELD ENGINEERING SPACE**

CSI shall provide access to, and adequate working space and facilities within a reasonable distance of, the Equipment for use by NG-911's field engineering personnel for the purpose of executing emergency repairs, if and when required.

4.3 **CARE OF EQUIPMENT**

CSI shall be responsible for use, care and cleaning of the Equipment in accordance with good maintenance practices applied to electronic communications equipment and instructions provided by NG-911 or its subcontractors.

4.4 **EQUIPMENT**

The service responsibility of NG-911 and its subcontractors extends only to the Equipment supplied to CSI by NG-911. CSI is responsible for all of its equipment.

4.5 **ADDITIONAL DEVICES AND EXTERNAL ATTACHMENTS**

CSI warrants that no additional attachments or devices will be employed with the Equipment, other than those identified in Exhibit A and that no alterations to the Equipment will be made without the prior written authorization of NG-911. NG-911 shall not be liable for loss or damage to CSI resulting from unauthorized additional attachments, and CSI shall be liable to NG-911 for any time, material and expenses spent by NG-911 and its subcontractors to analyze

Equipment performance as a result of the addition of unauthorized attachments. This section shall not apply to a device that monitors alarm contact closures in addition to the current covered alarm monitoring equipment.

4.6 LEVELS OF SUPPORT

- (a) For purposes of this Maintenance Agreement, CSI's 1st level of support services shall include, but not necessarily be limited to, the identification, definition, diagnosis and repair of those malfunctions identified, defined and diagnosed by CSI's technician that are within the scope of CSI's technician's capabilities.
- (b) Malfunctions that cannot be identified, defined, diagnosed, or repaired by CSI shall be referred to NG-911 by CSI. NG-911 shall address such malfunctions pursuant to this Agreement via 2nd and/or 3rd level(s) of support, as appropriate.

5. TERM AND TERMINATION

5.1 This Maintenance Agreement may not be terminated absent an uncured breach by one of the parties. Subject to the Breach, Notice and Cure provisions set forth in Section 11 of the Agreement, either party may terminate this Maintenance Agreement due to breach of the other party. Without prejudice to any other rights the parties may have upon termination, the provisions of Sections 5.2 and 5.3, below, shall apply.

5.2 If NG-911 or its subcontractor is the breaching party, and this Maintenance Agreement is terminated, NG-911 shall refund to CSI, any prepaid amount for maintenance, determined on a pro rata basis as of the date of termination and CSI shall have no further liability to NG-911.

5.3 If CSI is the breaching party, there shall be no refund of any amount prepaid for maintenance and CSI shall remain obligated to NG-911 for all maintenance charges, whether paid or still due.

5.4 Notwithstanding anything to the contrary set forth in this Section 5, CSI may terminate this Maintenance Agreement after the third year if the Illinois Commerce Commission fails to authorize the use of the Equipment to provide a Next Generation 9-1-1 Communications System; provided, however, that in that event, there shall be no refund of any amounts paid or pre-paid by CSI for maintenance services.

6.0 INCORPORATION BY REFERENCE

6.1 This Maintenance Agreement is Exhibit E to the Purchase and Maintenance Agreement for an IP-Based Next Generation 9-1-1 Communication System ("Agreement") and is incorporated by reference in said Agreement as though fully set forth therein and is subject to all terms and conditions set forth in the Agreement.

6.2 The following Exhibits to this Maintenance Agreement are incorporated herein by reference as though fully set forth:

- Exhibit #1 – Preventative Maintenance Services
- Exhibit #2 – Solacom Software Maintenance
- Exhibit #3 – NG-911 Response Times
- Exhibit #4 – Solacom Component Repair Policies
- Exhibit #5 – CSI Maintenance Detail

EXHIBIT F
PAYMENT SCHEDULE

The parties acknowledge that CSI is receiving certain DELTA and COPS Grants for the purchase and installation of the Next Generation 9-1-1 system. Accordingly, payments are subject to the terms and conditions of the grants and approval of the payments by the grant sources.

Equipment and Related Services

CSI shall pay to NG-911, the total contract price of Seven Hundred Forty Two Thousand Nine Hundred Sixty Dollars (\$742,960.00) on the following dates:

1. The sum of Six Hundred Thousand Dollars (\$600,000.00) upon the execution of this Agreement, representing approximately 80% of the total contract price.
2. The sum of One Hundred Seventeen Thousand Nine Hundred Sixty Dollars (\$117,960.00) within thirty (30) days of delivery of the Equipment described in Exhibit C, representing approximately 16% of the total contract price.
3. The sum of Twenty Five Thousand Dollars (\$25,000.00) within thirty (30) days of successful testing and acceptance of the Equipment, representing approximately 4% of the total contract price.

The parties acknowledge that NG-911 may be ready, willing and able to perform its obligations, but the delivery and/or testing and/or acceptance of the Equipment may be delayed due to causes beyond the control of NG-911. (By way of illustration, and not limitation, of the foregoing, NG-911 may be prevented from connecting and testing the equipment due to the network not being completed by Clearwave.) In those circumstances, NG-911 shall be entitled to payment of the sum to which it would be entitled if it was not so prevented by causes beyond its control.

In all events, full payment of the total contract price and the Maintenance Commencement Date, as defined below, shall occur no later than the sooner of 12 months after delivery and installation of the Equipment or 18 months after execution of this Agreement.

Maintenance Services

In addition to the Equipment and Related Services set forth above, for maintenance services provided in accordance with the Maintenance Agreement attached hereto as Exhibit E, CSI shall pay the following amounts on the following dates:

The first year of maintenance shall be provided without cost to CSI and shall commence upon testing and acceptance of the Equipment (the "Maintenance Commencement Date"). The parties shall confirm in writing the Maintenance Commencement Date.

The parties acknowledge that CSI has elected to commit to a ten (10) year term of the Maintenance Agreement, **which includes the replacement of the servers during year 6 at no additional cost to CSI.**

Payments for maintenance after the first year shall be due on or before the anniversary of the Maintenance Commencement Date:

For the second year, the sum of Seventy Five Thousand Three Hundred Fifty Three Dollars (\$75,353.00) is due on or before the first anniversary of the Maintenance Commencement Date.*

For the third year, the sum of Eighty Seven Thousand Seven Hundred Six Dollars (\$87,706.00) is due on or before the second anniversary of the Maintenance Commencement Date.*

For the fourth year, the sum of Ninety Two Thousand Nine Hundred Sixty Eight Dollars and Thirty Six Cents (\$92,968.36) is due on or before the third anniversary of the Maintenance Commencement Date.

For the fifth year, the sum of Ninety Eight Thousand Five Hundred Forty Six Dollars and Forty Six Cents (\$98,546.46) is due on or before the fourth anniversary of the Maintenance Commencement Date.

For the sixth year, the sum of Ninety Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Cents (\$99,789.40) is due on or before the fifth anniversary of the Maintenance Commencement Date.

For the seventh year, the sum of Ninety Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Cents (\$99,789.40) is due on or before the sixth anniversary of the Maintenance Commencement Date.

For the eighth year, the sum of Ninety Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Cents (\$99,789.40) is due on or before the seventh anniversary of the Maintenance Commencement Date.

For the ninth year, the sum of Ninety Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Cents (\$99,789.40) is due on or before the eighth anniversary of the Maintenance Commencement Date.

For the tenth year, the sum of Ninety Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Cents (\$99,789.40) is due on or before the ninth anniversary of the Maintenance Commencement Date.

* As provided in Exhibit 2 to the Maintenance Agreement: If CSI pre-pays for at least the first three (3) years (1st year free) in the amount of \$163,059.00 no later than December 21, 2011, NG-911 will pay the first \$56,000.00 in additional hardware costs required if “finalized and official” NENA Standards issued within the first five (5) years of the term of the Comprehensive Maintenance Plan require additional hardware to support the following additional functionalities: **SMS, Sensors¹, Telematics¹ and Video^{1,2,3}**. NG-911 will use

¹ No sensor, monitor or video equipment provided.

² Excludes video server and web service devices required by CSI deployment

³ Excludes additional network capacity.

spare servers (if available) as the first option to contain costs. The parties acknowledge that NENA standards are not yet issued for certain functionalities and those standards will drive the engineering of the system.

LIST/ECRF/LVF Services

In addition to the foregoing, For LIST/ECRF/LVF Services, CSI shall pay to NG-911, a sum equal to \$.03 per record per month, payable in advance on the first day of each month. On December 20 of each year, NG-911 shall send CSI written verification of the record count, which shall be utilized to determine the amount payable for the following year. (By way of example, if the record count on December 20 is 150,000 records, CSI shall pay to NG-911, the sum of \$4,500.00 on the first day of each month of the ensuing year, starting January 1, for a total of \$54,000.00 during that year.) In the event CSI does not agree with the record count, CSI shall notify NG-911 and the parties will work in good faith to resolve any disagreement.

BullBerry/esri License Fees

In addition to the foregoing, CSI shall pay the cost of license fees to BullBerry/esri as applicable during the term of this Agreement.

EXHIBIT 1

PREVENTIVE MAINTENANCE SERVICES

As stipulated in Section 2.1 of this Maintenance Agreement, NG-911 shall perform preventive maintenance on the Equipment listed in Exhibits C and C-1, which shall include the following services at a minimum:

A maintenance person from NG-911 shall make a visit to the Equipment site once approximately every six (6) months and shall perform the following maintenance tasks:

- (a) Ascertain proper operation of the Equipment as can be verified from IQ Probe, the Light Emitting Diode display appearing at the front panels of all circuit models of the Equipment, alarm displays appearing at the Power Supply Monitor module of the Equipment, diagnostic print-outs available from the IQ Admin and diagnostic tests which can be performed at the IQ Admin.
- (b) Measure all system voltages, temperatures of power supply modules and batteries of the Equipment. Observe environmental conditions such as temperature, humidity and abnormal building vibrations at the Equipment site.
- (c) Verify proper operation of power supply modules pertaining to the Equipment such as the tuning and equal sharing of the load. Such maintenance activity includes verification of spike-free operation of the primary power source to the Equipment.
- (d) Verify proper operation of all operating positions of the Equipment.
- (e) Verify proper operation of all data links connecting the Equipment.
- (f) Cleaning of any cooling fans pertaining to the Equipment as well as identification of any air-flow obstructions which cause or could lead to eventual overheating of the Equipment or parts thereof.

EXHIBIT 2

SOLACOM SOFTWARE UPDATE POLICIES AND PROCEDURES

The following describes the Software Update Policies and Procedures for Solacom manufactured Equipment only. It includes descriptions of regular, planned (i.e. scheduled) as well as irregular or interim software releases. For the purposes of this Exhibit, Customer is the same as CSI. For the purposes of this section, references to Solacom shall also serve as a reference to NG-911.

Solacom agrees to provide, free of charge, all fixes, patches and updates in accordance with this Maintenance Agreement. This Agreement provides, without additional charge, for the services from NG-911 to effect changes in the database which may be required from time to time to accommodate Equipment configuration changes required for migration to a full next generation 9-1-1 communication system as defined by NENA standards. Also, this Agreement does not include, without additional charge, delivery of new software features which are sold individually for a charge by NG-911 or Solacom.

Hardware, Software and Support during Term of Comprehensive Maintenance Plan

As long as CSI is paying for a Comprehensive Maintenance Plan, Solacom will provide hardware and software support for up to ten (10) years from the date of this Agreement for data center and call taker position Equipment. Except as specifically set forth below, this Agreement specifically excludes delivery of any hardware required to keep the Equipment compatible with more advanced and future software releases.

As long as CSI is paying for a Comprehensive Maintenance Plan, Solacom will provide, free of charge, all fixes, patches and software updates that are issued to comply with “finalized and official” NENA Standards. This does not include custom applications.

As long as CSI is paying for a Comprehensive Maintenance Plan, CSI will receive all “finalized and official” required NENA NG911 standardized interfaces as they are finalized and deployed by Solacom, with no additional software licensing fees. These interfaces include:

- ESRP to ECRF (LoST)
- ESRP and NG PSAP to LIS (HELD)
- Will provide feed Logging Services from ESRP and NG PSAP
- Bridging Service
- SIP based 9-1-1 calls with URN and PIDF-LO to/from ESRP and NG PSAP

In addition, if CSI commits to a ten (10) year Comprehensive Maintenance Plan and pre-pays for at least the first three (3) years (1st year free) in full no later than December 21, 2011, NG-911 will pay the first \$56,000.00 in additional hardware costs required if “finalized and official” NENA Standards issued within the first five (5) years of the term of the Comprehensive Maintenance Plan require additional hardware to support the following additional functionalities:

SMS, Sensors¹, Telematics¹ and Video^{1,2,3}. NG-911 will use spare servers (if available) as the first option to contain costs. The parties acknowledge that NENA standards are not yet issued for certain functionalities and those standards will drive the engineering of the system.

Irregular or Interim Software Releases

Such releases may only occur due to recently discovered software problems or, under exceptional circumstances, due to sudden or unforeseen requirements arising at a Customer site which require immediate attention by Solacom's engineering team. For instance, a Customer may have an external unforeseen condition not caused by a software problem within the Solacom equipment which prevents safe operation of the Solacom equipment and which can best be handled by modifying the software within its equipment. Under the latter conditions, NG-911 or Solacom shall negotiate with the Customer a resolution of the problem and associated costs which are not subject to the Solacom Software Maintenance Agreement or the Solacom Comprehensive Maintenance Agreement.

Depending on the urgency and difficulty of resolving a situation, an irregular Software version, which was first extensively tested in accordance with prevailing industry standards, may be released as soon as it becomes available. In the case of a Software Error, the approach taken by Solacom personnel depends on the severity of the Software Error and will be determined after consulting with CSI. There are three priority levels under which the Software Error may be classified, as shown below.

(a) Priority 1 Software Errors

A Software Error is classified to be of Priority 1 when operation of the system under its intended application endangers the safety of the public or the operators of the Equipment. Such Software Errors are dealt with by means of a two-phased approach:

- ◆ The first phase consists of a Work-Around Procedure, to be used by the Equipment operators, which is worked out promptly by Solacom technical personnel. It is intended to permit continued operation of the Equipment until the second phase, shown below, is completed. The Work-Around Procedure may consist of instructions to the Equipment operating personnel and/or system reconfiguration from the IQ Admin and/or hardware platform changes on the Equipment. The time period within which the Work-Around Procedure shall be established should be approximately 24 hours or less. In some cases, however, the problem may be very difficult to solve; in those cases Solacom personnel shall continue searching for a safe Work-Around Procedure until one is found.

- ◆ The second phase, also carried out by Solacom technical personnel, concurrently with paragraph (a) above consists of a revision of the software program for the

¹ No sensor, monitor or video equipment provided.

² Excludes video server and web service devices required by CSI deployment

³ Excludes additional network capacity.

Equipment. Solacom shall embark on correcting the program immediately and deliver the updated software promptly to the Buyer after all testing has been carried out.

(b) Priority 2 Software Errors

A Software Error is classified to be of Priority 2 when it has a potential for adversely affecting the operation of the Equipment but a configuration change from the IQ Admin or some hardware change and/or a simple and safe operational Work-Around Procedure can be derived which entirely avoids the problem from occurring. Such Software Errors are also dealt with by means of a two-phased approach:

- ◆ The first phase consists of a Work-Around Procedure to be used by the Equipment operators which is worked out as soon as possible by Solacom technical personnel. It is intended to enable continued operation of the Equipment until the second phase, described below, is completed. The time period within which the Work-Around Procedure shall be established should be approximately 3 weeks or less.
- ◆ The second phase, also carried out by Solacom technical personnel, consists of a revision of the software program for the Equipment. Solacom shall embark on correcting the program as soon as possible and deliver the updated software to the Buyer during the next scheduled software release.

(c) Priority 3 Software Errors

A Software Error is classified to be of Priority 3 when it has no effect on service or safety but it may have a potential of adversely affecting the maintenance or administration of the Equipment. Priority 3 errors could also consist of "Cosmetic Changes" requested by operators of the equipment such as to make the product more user-friendly, enhance presentation of information to the user or similar.

The resolution of such a Software Error is negotiated between the Customer and NG-911 or Solacom and, if agreed by NG-911 or Solacom, it shall be corrected in the next scheduled software release; provided, however, that fixes and patches will be provided until the next scheduled software release and, further, that Solacom and/or NG-911 will consult with CSI regarding the scheduling of the fixes, patches or software release.

Regular Software Releases

The time period between regular and planned Software releases is approximately twelve (12) months, but it may take longer depending on the amount of new software features included in the new release. Features brought out at regular releases have normally been planned and in some cases announced to some Customers ahead of the release date.

Ownership of New Software Releases

Software releases are issued and delivered on a per-site basis. Solacom's Software License granted to a Customer who purchases Solacom Equipment specifies that the software supplied by Solacom cannot be reproduced by anyone other than Solacom.

EXHIBIT 3

NG-911 FIELD SERVICE RESPONSE-TIME POLICIES AND PROCEDURES

Upon occurrence of a field problem, CSI must contact NG-911 by calling 1-877-726-0266. Having been alerted of a field problem, NG-911 shall respond according to the Severity Level of the fault, within the time limits and with the actions as shown below. In all cases, NG-911 shall first attempt to resolve the problem as outlined in Section 2.4 of the Maintenance Agreement.

Severity Level 1:

A Level 1 Emergency involves a complete system failure such that no further call processing is possible. The following are examples of Level 1 events:

- (a) system is down and/or no further call processing is possible;
- (b) failure of the Associate Processor or Mixer module, in non-redundant system configurations. In redundant systems, this shall be treated as Severity Level 2.
- (c) PSAP not functioning
- (d) IP Broadband link failed

Severity Level 2

A major system module or function is inoperable with no work-around. For example, loss of redundancy on an associate processor.

NG-911 shall provide 2nd level maintenance (remote phone support) to CSI Maintenance Technician(s) who are trained by NG-911 and/or Solacom, seven (7) days a week, twenty four hours (24) a day, including holidays, during the Term of this Maintenance Agreement.

NG-911 will respond to requests to perform 2nd level (remote phone support) services for any “significant malfunction” of the System (Major Outage) within two (2) hours of notice of receipt from CSI requesting such service. Such time shall be measured from (i) the time CSI requests immediate maintenance service and (ii) makes the site and/or equipment available to NG-911 for remote maintenance service. “Significant malfunction” (major Outage) is defined for purposes of this Agreement as any service interruption that renders E9-1-1 service incapable of receiving incoming calls or delivering outgoing calls with E9-1-1 System feature functionality.

Severity Level 2 Emergencies should only be communicated to NG-911 during regular business hours* on the regular business telephone line.

Severity Level 3

A Level 3 Emergency involves all other system problems. Security Level 3 Emergencies should only be communicated to NG-911 during regular business hours* on the regular

business telephone line.

Telephone Help Desk Availability

Both NG-911 and Solacom have a 24-hour “1-800” and a 24 hour international collect technical support telephone number. *Only Severity Level 1 Emergencies are handled on this 24-hour basis.* All other emergencies should be communicated to NG-911 and/or Solacom during regular business hours*, and on the regular business telephone line.

Procedure

When a customer experiencing a system difficulty calls NG-911, they will be asked for their Maintenance Contact number. Any required telephone support will then be provided. *Please note that only Severity Level 1 emergencies will be handled after regular business hours.*

Callback times

Severity	A NG-911 Technician will return your call within...	A NG-911 Technician will begin working on the problem within...
Level 1	30 minutes	2 hours
Level 2	2 hours	2 hours
Level 3	4 hours	SAME DAY

* Regular business hours are from 8:30 a.m. to 5:00 p.m. Central, Monday through Friday, except statutory holidays.

EXHIBIT 4

SOLACOM COMPONENT REPAIR POLICIES

Included with this Maintenance Agreement, Solacom offers to repair all components which were originally manufactured by Solacom, provided the following conditions are met.

Conditions:

- (a) Unless otherwise instructed by Customer, Solacom Technologies Inc. will undertake to repair a component within ten (10) working days after the day of receipt at the factory, provided that Solacom considers the component to be repairable.
- (b) If the component is not considered to be repairable, Solacom, at its option, shall return an Equivalent Replaced Component**.
- (c) Solacom undertakes no obligation to repair components which were modified by customer without Solacom's prior authorization. Furthermore, Solacom has no obligation to execute the repair such that the component and all modifications carried out originally by the customer shall function in a manner satisfactory to the Buyer after repair at Solacom. Furthermore, components which were modified by the customer may not be considered repairable components by Solacom and may be substituted with an Equivalent Replacement Component.
- (d) Shipping charges to the Solacom designated repair depot are borne by the Customer.

** Equivalent Replacement Components are Components of the same or backward-compatible components of a more advanced hardware and/or firmware release. Solacom Technologies, Inc. guarantees that Equivalent Replacement Components are compatible in form, fit and function, as originally specified by Solacom at time of purchase from Solacom or Solacom authorized modifications, of equivalent or superior quality to the component being replaced.

EXHIBIT 5

CSI MAINTENANCE DETAIL

NG-911 will provide training of two (2) CSI personnel to enable CSI to provide 1st Tier support and maintenance of the Equipment. CSI is responsible for all hardware and software not provided by NG-911 as part of the Equipment (e.g., PC's, monitors, printers, UPS, VGA boxes and modems and miscellaneous cables).

NG-911 will perform alarm monitoring to monitor and respond to critical error messages, conduct remote polling of conditions and faults, or remotely access the system to perform maintenance functions. When NG-911 detects a problem with the Solacom system for CSI, and it cannot be reset remotely, NG-911 will contact CSI. If CSI's designated contact person is not available and the problem falls within the Severity 1 level as described in Exhibit 3, CSI shall pay reasonable and customary travel expenses and the hourly rates described in Section 3.0 of the Maintenance Agreement for NG-911 Technical Support personnel. (Reasonable and customary travel expenses are defined as the amount equal to the airfare that CSI would pay to make the same flight, and a per diem rate as listed on the GSA web site). NG-911 will use its best efforts to call the appropriate CSI contact person prior to incurring any such expenses and provide a detail of the problem and the steps taken to resolve it.

The CSI Technician will have access to NG-911's Technical Support to work out all issues with the Equipment. If NG-911 is unable to resolve the issues, NG-911 shall contact its subcontractor(s), including without limitation, Solacom, in the same manner as NG-911 does for other maintenance customers. CSI is responsible for the storage and maintenance of CSI owned spare parts. NG-911 is responsible for the storage and maintenance of other required spares.

NG-911 shall re-stock spares, at the cost of CSI, as spares are used by CSI to repair deficiencies of the system. CSI shall be responsible for installing all spares and advising NG-911 of the need to replenish spares for storage and maintenance by CSI.

CSI Contacts for Maintenance Issues:

Name: _____
Title: _____
Telephone: _____
Cell Phone: _____
Email: _____

EXHIBIT G GLOSSARY

The following terms shall have the definitions ascribed thereto:

“Affiliated Entity(s)” or “Affiliate(s)”. Affiliated Entity(s) or Affiliate(s) shall be deemed affiliated as to each other to the extent: (a) one of the Entities directly or indirectly controls, or is controlled by, the operations of the other, or the direct or indirect control of one of the Entities is exercised by the officers, directors, stockholders, or partners of the other Entity (whether or not such persons exercise such control in their capacities as officers, directors, stockholders, or partners); or (b) one of the Entities directly or indirectly owns, and/or its officers, directors, stockholders or partners (limited or general) directly or indirectly own, a fifty percent (50%) or greater interest in the capital and/or profits of the other Entity.

"ALI" means Automatic Location Identification.

"CSI" means the CSI – Counties of Southern Illinois, an Illinois non-profit corporation.

“Entity” or “Person” means any individual, person, estate, trust, proprietorship, foundation, partnership (whether general or limited), joint venture, corporation (of any type), limited liability company, organization, association, Governmental Entity, and/or any other juridical entity or organization.

“Force Majeure” means acts of God, strikes, lock-outs or other such industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, high water, washouts, arrests and restraints of Governmental Entities and people, civil disturbances, explosions breakage or accidents in and to machinery or the Project, not reasonably within the control of the party claiming suspension.

“Governmental Entity” means any federal, state, county or local political subdivision, commission or other governmental agency or instrumentality, foreign or domestic.

"GIS" means geographic information system.

“IIT” means the Illinois Institute of Technology.

"MSAG" means the master street address guide.

“NENA” means the National Emergency Number Association.

“Next Generation 9-1-1” means a system comprised of managed IP-based networks and elements that augment present-day E9-1-1 features and functions and add new capabilities. NG9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations.

"NG-911" means NG-911, Inc., an Iowa corporation.

"NTIA" means the National Telecommunications and Information Administration.

"PSAP" means Public Safety Answering Point.

"SIU – Carbondale" means Southern Illinois University at Carbondale, Illinois.

"System Provider" means NG-911.

MEMORANDUM OF UNDERSTANDING

NOW COMES CSI, Inc. An Illinois not-for-profit corporation, a consortium of 15 counties and one municipality, hereinafter collectively referred to as CSI, and Delta Communications LLC dba ClearwaveCommunications, a for-profit company, hereinafter collectively called Clearwave, and for their Memorandum of Understanding state as follows:

WHEREAS, CSI is comprised of Jackson County, Johnson County, Perry`County, Williamson County, Union County, Clay County, Richland County, Mssac County, Pulaski County, Alexander County, Wabash County, White County, Saline County and Gallatin County, Marion County, and City of Marion hereinafter referred to as its members, and

WHEREAS, CSI is desirous of upgrading the 9-1-1 systems of its members; and

WHEREAS, Clearwave is desirous of assisting in the upgrading of the systems; and

WHEREAS, Clearwave has received federal grant awards from the National Telecommunications and Information Administration (NTIA) to build a fiber optic network in southern Illinois; and

WHEREAS, CSI is willing to commit \$400,000 in matching funds in conjunction with Clearwave's grant awards; and

WHEREAS, Clearwave is willing to commit \$1.2 Million of the monies they receive through their grant for the purchase of routers, servers, switches, software, services, and training for the members of CSI all as more fully set forth on the attached list; and

WHEREAS, the National Emergency Number Association has chosen the CSI as a national pilot project and hopefully will be able to provide additional funding to connect its members' systems and give them the capability to answer calls from all technologies.

NOW THEREFORE IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

1. The Department of Commerce through the National Telecommunications and Information Administration (NTIA) awarded Clearwave \$31,515,253 in funding to construct a fiber optic network

in southern Illinois.

2. Delta Communications, LLC dba Clearwave Communications, herein collectively known as Clearwave, has received funding from NTIA, as well as the Illinois Department of Commerce and Economic Opportunity (DCEO) for a fiber infrastructure project in southern Illinois.

3. CSI and its members specifically are in need of significant upgrade to greatly benefit schools, hospitals, libraries, businesses and 9-1-1 dispatch centers located within the counties and municipality of its members.

4. Voice and data services including pictures, streaming video, text messages, and automatic crash notification, are an essential tool to upgrade an IP based emergency services network to what is referred to as next generation 9-1-1.

5. CSI herein commits \$400,000 to Clearwave to be used as matching funds for the southern Illinois fiber project and next generation 9-1-1 project.

6. In return, Clearwave herein commits \$1.2 Million from the grants to the purchase of routers, servers, switches, software, services, and training as set forth on the attached list for the CSI members. If any of the items in the attached list end up not being approved by NTIA, Clearwave will use its best efforts to find alternative items that would be allowable, and in no case will the dollar amount of the items purchased for CSI be less than \$1.2 Million.

7. The goal of the CSI is to bring the next generation of 9-1-1 equipment and services to our region including the counties and municipality comprising the members of CSI.

SO AGREED.

COUNTIES OF SOUTHERN ILLINOIS
9-1-1 ASSOCIATION, by Executive Board

DELTA COMMUNICATIONS LLC dba
CLEARWAVE COMMUNICATIONS,
LLC

By: Ken Smith
Ken Smith, CSI 9-1-1 Chairman

By: J. Scott Riggs
J. Scott Riggs, Manager

By: Jana Fear
Jana Fear, Secretary

Dated and Executed: 3/24/11

By: Tracy Felty
Tracy Felty, Treasurer

By: Pat Lustig
Pat Lustig, Project Manager

Dated and Executed: 4/5/2011



E9-1-1 Equipment Purchase and Sale Agreement

This Agreement is made this 5th day of April, 2011, between NG-911, Inc., an Iowa corporation with its principal offices located at 815 South Highland, Williamsburg, Iowa 52361 (hereinafter referred to as "NG-911"), and Delta Communications, LLC, d/b/a Clearwave Communications, with its principal offices located at 2 N. Vine Street, Floor 3, Harrisburg, IL 62946 (hereinafter referred to as "Clearwave").

WHEREAS, NG-911 desires to sell, and Clearwave desires to purchase, the equipment and/or software and/or services identified in Exhibit 1 (hereinafter referred to as the "Equipment"); and

WHEREAS, the parties desire to set forth the terms and conditions of their agreement for the sale and purchase of the Equipment,

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. **Purchase and Sale.** NG-911 agrees to sell and Clearwave agrees to buy, the Equipment, software, services and training described in Exhibit 1. The purchase price is One Million, Two Hundred Thousand Dollars (\$1,200,000.00).
2. **Purchase Price.** The following payments shall be made from Clearwave to NG-911 provided they are approved by the National Telecommunications and Information Administration (NTIA) as part of the NTIA grant to Clearwave:

The sum of \$937,792.00 upon execution of this Agreement.

The sum of \$54,915.00 within thirty (30) days of delivery of the Equipment.

The sum of \$142,293.00 within thirty (30) days of successful testing and acceptance of the Equipment.

The sum of \$65,000.00 upon receipt of an invoice from IIT and approval of CSI.

All sums are to be paid by Clearwave to NG-911.

3. **Operation and Maintenance.** Contemporaneous with the execution of this Agreement, Clearwave is entering into an agreement to lease the Equipment to CSI - Counties of Southern Illinois, an Illinois not-for-profit corporation ("CSI"); and CSI is separately contracting with NG-911 for maintenance of the Equipment.
4. **Access to Premises.** Clearwave shall provide reasonable access to the premises upon which the Equipment is to be located, during regular business hours, to allow NG-911 to deliver, install and test the Equipment.
5. **Warranty.** This purchase and sale of the Equipment is without warranty of any type, express or implied, except that (i) NG-911 warrants that the services and training shall be reasonably acceptable to CSI; and (ii) the manufacturer and supplier warranties for equipment and software shall inure to the benefit of Clearwave.
6. **Limitation of Liability.** In no event shall either party have any liability to the other party whatsoever for any indirect, special or consequential damages including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or ensuing from this Agreement. 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. The parties agree that both

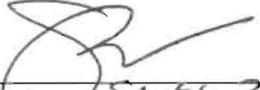
parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

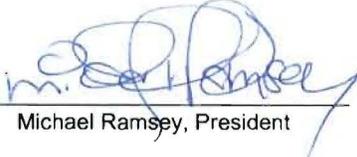
7. **Relationship of the Parties.** The relationship of the parties hereunder shall be that of independent contractors. Neither party is intended to have, and neither of them shall represent to any other person, that it has any power, right or authority to bind the other or to assume or create any obligation 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.
8. **Notices.** All notices required to be given under this Agreement shall be sent by certified mail, return receipt requested, or by such other method as shall require a signed acknowledgment of delivery and shall be deemed given upon signed receipt thereof. Notices intended for Clearwave shall be sent to its address set forth on Page 1 hereof. Notices intended for NG-911 shall be sent to its address set forth on Page 1 hereof. Either party may change its address for notice purposes by providing the other party written notice as provided in this section.
9. **Assignment and Subcontracting.** Neither party may assign this Agreement to any third party without prior approval of the other party. NG-911 may subcontract any or all of the work to be performed by it under this agreement but shall retain responsibility for the work subcontracted. Any subcontracting permitted by virtue of this section shall not constitute an assignment. Any subcontracting shall first be approved by CSI, but said approval shall not be unreasonably withheld.
10. **Severability.** If any part, term or provision of this Agreement shall be invalid or unenforceable, the validity or enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular invalid or unenforceable part, term or provision.
11. **Waiver.** The election of either party to waive the enforcement of its rights after a specific breach by the other party shall not constitute a general waiver of rights, and shall in no way affect a party's rights with regard to a subsequent breach of the same or a different nature.
12. **Force Majeure.** Force Majeure shall be limited to acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, strikes and labor disputes, explosions, and any other inability of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and due care such party could not have been avoided. The party who is prevented from performing by Force Majeure shall be obligated to give notice to the other party, within fourteen (14) days after the occurrence or detection of any such event, setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible.
13. **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws provisions.
14. **Entire Agreement.** Each party acknowledges that it has read this Agreement and all Exhibits and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supercedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this agreement. This agreement may not be modified or altered except by a written instrument duly executed by both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

Delta Communications, LLC
d/b/a Clearwave Communications

NG-911, Inc.

By: 
Print Name: SCOTT RIGGS
Title: PRESIDENT & CEO

By: 
Print Name: Michael Ramsey, President

E9-1-1 Equipment Purchase and Sale Agreement
Exhibit 1
Equipment and Payments

ITEM	#UNITS	UNIT PRICE	EXTENDED PRICE	
42U Cabinet kit	2	2,634	\$5,268.00	1
Admin servers with software	2	3,408	\$6,816.00	1
Comm device servers/ serial to ether	27	353	\$9,531.00	1
Firewall-power install kit	2	7,778	\$15,556.00	1
Guardian FT app. And proxy servers	2	31,139	\$62,278.00	1
HD VOIP Trunk Interface kit	4	11,670	\$46,680.00	1
IIT network design			\$65,000.00	2
Installation travel			\$54,915.00	3
IP PBX software	2	5,704	\$11,408.00	1
IQ 1500 SL -SR	2	7,536	\$15,072.00	1
LISt services -year one			\$54,000.00	4
LIST/ ECRF/LVF/ GIS integration serv.	2	22,500	\$45,000.00	1
LIST/ ECRF/LVF/ GIS servers	8	7,072	\$56,576.00	1
Network Interface devices	21	1,900	\$39,990.00	1
Primary / Parallel recorder-MIS/ IRR	1	73,844	\$73,844.00	1
Project Management			\$53,934.00	1
Server for IP PBX	2	5,181	\$10,362.00	1
Session Border Controls	2	120,000	\$280,767.00	1
Shipping			\$9,990.00	1
SR & Guardian application	2	54,092	\$108,184.00	1
Stand alone recording software	47	796	\$37,412.00	1
T1 Trunk Interface Kit	4	10,664	\$42,656.00	1
Training			\$12,940.00	4
Up front maintenance			\$75,353.00	4
UPS 300 va 120V	2	3,234	\$6,468.00	1
Total:			\$1,200,000.00	

\$937,792.00		¹ Upon Execution
\$65,000.00		² As Invoice received from IIT and CSI directs
\$54,915.00		³ Upon Delivery of Equipment
\$142,293.00		⁴ Upon Testing and Acceptance/ Commencement