EXHIBIT 11

PUBLIC VERSION
(REDACTED)

Exhibit 11 is the 9-1-1 Service Provider Agreement between Jackson County ETSB and NG-911, Inc. The entire agreement is deemed confidential and proprietary by the parties thereto in accordance with 83 Ill. Admin. Code 725.205(e)(11)(B). However, in accordance with the Order issued by the Administrative Law Judge on December 23, 2013, the following redacted version is provided.

RECEIVED
JAN 03 2014
ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

AMENDED AND RESTATED 9-1-1 SYSTEM PROVIDER AGREEMENT

This Amended and Restated 9-1-1 System Provider Agreement ("Agreement") is made by and between **NG-911, Inc.**, an Iowa corporation with its principal offices located at 815 South Highland, Williamsburg, Iowa 52361 ("**NG-911**"), and **CSI — Counties of Southern Illinois**, an Illinois non-profit corporation, with its principle offices located at 300 N. Park Avenue, Herrin, Illinois 62948 ("**CSI**"), and its individual member Emergency Telephone Service Boards and/or Counties and/or Municipalities signatory hereto (individually, a "Member" or "CSI Member" and collectively, the "**CSI Members**").WHEREAS, on April 8, 2011, CSI and its Members and NG-911 entered into a Purchase and Maintenance Agreement ("**Purchase Agreement**") for an IP-Based Next Generation 9-1-1 Communication System for the CSI Members, including equipment and services described in the Purchase Agreement; and

WHEREAS, on August 8, 2012, NG-911 became certificated as a 9-1-1 System Provider ("**SSP**") in Illinois pursuant to the order issued by the Illinois Commerce Commission ("**ICC**") in Docket No. 12-0093; and

WHEREAS, on April 1, 2013, CSI and its Members entered into a 9-1-1 System Provider Agreement with NG-911 (the "April SSP Agreement"), whereby NG-911 agreed to provide services as a certificated 9-1-1 Service Provider ("SSP"); and

WHEREAS, the parties desire to amend and restate the agreements for NG-911 to be the SSP for the CSI Members individually, to provide certain services as the SSP for legacy 9-1-1 call delivery and of their individual 9-1-1 systems in accordance with the laws of Illinois and the rules and regulations of the ICC,

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. Term. [redacted]

[redacted] Termination [redacted]

3. Statement of Work. NG-911 agrees to perform the work described in the Statement of Work attached hereto as Exhibit A.

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.

Network.

5. Database Management. NG-911 will be ultimately responsible for Database Management.

GIS Data and Maintenance. As the SSP, NG-911 will be responsible for GIS data to the extent it is required for and used in the ECRF function.

New Technologies.

Lease Agreement.

9. Payments. The CSI Members shall pay to NG-911, the sums set forth and on the dates set forth in the Payment Schedule attached hereto as Exhibit B and incorporated herein by

reference as though fully set forth.

Changes in the Number of CSI Members. The parties acknowledge that during the term of this Agreement, CSI may change the number of its members.

11. Disclosure of Information. With respect to this Agreement and the CSI Project, CSI and CSI Member decisions on withholding information from public disclosure are subject to potential review by Board Counsel, the Attorney General, and the courts. CSI and the CSI Members assume no liability for the disclosure of any information that it is advised to disclose by 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. The terms of this Agreement will be held in confidence by CSI and the CSI Members to the extent allowed by law and will not be disclosed to or discussed with NG-911's competitors. The parties acknowledge that CSI and/or the CSI Members may be required to disclose, or may desire to disclose, information regarding the CSI Project to other entities involved in the CSI Project, including , the agencies involved in providing federal or state grants (such as the NTIA), NENA, IIT, SIU or other companies, individuals or governmental agencies. CSI and the CSI Members agree to limit disclosure of information to those with a "need to know" such information; and agree to not disclose information clearly designated as proprietary by NG-911 to third parties without the consent of NG-911.

Subcontracting/Prime Contractor Responsibility.

13. 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, subject to the contract approval required by NG-911's certificate issued in ICC Docket No. 12-0093, 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) except for the contract approval required by NG-911's certificate issued in ICC Docket No. 12-0093, 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 NG-911 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, a Member, or CSI who tests positive in accordance with established NG-911 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, a Member or CSI shall be construed as a positive test, and the person shall be discharged from employment.

h. Non-Discrimination/Equal Employment Opportunity. NG-911 shall comply with Illinois laws regarding non-discrimination and equal employment opportunity and in accordance with the provisions of 775 ILCS 5/2-105, NG-911 shall:

   i. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

   ii. Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

   iii. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

   iv. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

i. NG-911 will not sell, give away or transfer to any third party, nor make use of except for the purpose of providing 9-1-1 service to any of the CSI Members, data regarding any CSI Member's end customers (such as the ALI database), without the advance written consent of the CSI Member.

14. 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 each of the CSI Members have the requisite power and authority to approve, authorize, execute and deliver this Agreement.

c. That CSI and each of the CSI Members are 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 this Agreement.

d. That CSI and each of the CSI Members have 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 each of the CSI Members; and that this Agreement constitutes a valid and binding obligation of CSI and each of the CSI Members, enforceable against each of them 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 each of the CSI Members and their respective 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 any of the CSI 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 any of the CSI Members or materially adversely affect their ability to consummate the transactions contemplated by this Agreement; c) except as would not, individually or in the aggregate, have a material effect on CSI or any of the CSI Members, 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 or any of the CSI Members under, (i) any judgment or law to which they are 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 they are subject or bound.

f. That 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 or any of the CSI Members which, if adversely determined, would have a material effect upon CSI or any of its Members.

15. Representations, Warranties and Covenants of the CSI Members: Each CSI Member, for itself only and not on behalf of CSI or any other CSI Member, represents, warrants and covenants:

a. That the CSI Member is a duly authorized governmental authority, validly existing and in good standing under the laws of the state of Illinois, with the requisite power and authority to approve, authorize, execute and deliver this Agreement.

b. That the CSI Member has duly approved the execution of this Agreement by all necessary actions; that this Agreement has been duly and validly executed and delivered by the CSI Member; and that this Agreement constitutes a valid and binding obligation of the CSI Member, 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.

c. There is no action, suit, claim, governmental investigation, arbitration or other proceeding pending, or, to the actual knowledge of the CSI Member, threatened against the CSI Member which, if adversely determined, would have a material effect upon the CSI Member.

d. That each of the Members represents and warrants for itself only that the amount set forth opposite the Member's name in Exhibit D hereto represents all of the costs currently incurred by the Member for 9-1-1 services provided by the Member's current 9-1-1 provider and local access carriers (including all charges associated with wireline, wireless and VOIP) and for which NG-911 will be responsible as the SSP.

Regulatory Approval and Bond. The parties acknowledge that this Agreement and NG-911's authority to act as SSP, are subject to the approval and continuing jurisdiction of the Illinois Commerce Commission ("ICC").

17. Breach, Notice and Cure. The parties acknowledge that neither has previously contracted for SSP services and that there may be issues which arise that were not anticipated by either party. Therefore, the parties covenant and agree to attempt to resolve by good faith negotiation, any issues which may arise during the term of this agreement. Following good faith negotiations, 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.

Notwithstanding the foregoing, in the event this Agreement is terminated by NG-911, the Member(s) will promptly obtain regulatory approval for a substitute SSP and relieve NG-911 of its responsibilities.

18. Limitation of Liability and Indemnity.

a. All provisions of the Non-Competitive 9-1-1 System Provider Tariff presently in effect and hereafter filed with the Chief Clerk of the Illinois Commerce Commission, except pricing provisions, but including without limitation provisions releasing or limiting NG-911 from liability of any type to any person or party, are incorporated herein by reference as though fully set forth.

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, and the CSI Members from and against any and all loss and expense incurred by CSI or the CSI Members 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 or the CSI Member receiving such claim 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 and the CSI Members only and shall not establish any liability to third parties. The provisions of this Section shall survive termination of this Agreement.

d. CSI and the CSI Members 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 or the CSI Members to perform their respective obligations under this Agreement; or (b) the negligence or willful misconduct of CSI or any of its members, officers, directors, employees, agents or representatives, or the CSI Members, in connection with this Agreement. NG-911 shall promptly notify CSI and/or the CSI Member(s) of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and CSI or the CSI Member(s) 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.

19. 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.

20. 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.

21. Notices. Notice to CSI shall constitute notice to all CSI Members. 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

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@petefishlaw.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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on the parties hereto, notwithstanding that all of the parties have not signed the same counterpart. Counterpart signatures may be exchanged by pdf file, fax or other electronic communication and shall be considered to be binding originals.

27. 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. Without limitation of the foregoing, the April SSP Agreement is hereby terminated.

Execution by CSI and the CSI Members and Binding Effect.

(The remainder of this page intentionally left blank; signature pages follow.)

[redacted]

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

NG-911, INC.

By: Michael Ramsey, President and CEO

CSI – COUNTIES OF SOUTHERN ILLINOIS

By: Ken Smith, Chairman

ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: _____
Title: _____

CLAY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: _____
Title: _____

GALLATIN COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: _____
Title: _____

JACKSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: Ross Bedar
Title: CHAIRMAN

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JOHNSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

MARION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

MASSAC COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

PERRY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

PULASKI COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

RICHLAND COUNTY EMERGENCYTELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

SALINE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

UNION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

WABASH COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

WHITE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

WILLIAMSON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

THE CITY OF MARION EMERGENCY TELEPHONE SYSTEM BOARD

_____
By: _____
Title: _____

[redacted]

EXHIBIT A
SCOPE OF WORK

A. Regulatory

1. Member Plan Modifications
   a. As soon as possible, the members will file for approval by the ICC, individual 9-1-1 Plan modifications naming NG-911 as the SSP and specifying changes in trunking and equipment for 9-1-1 call delivery. NG-911 and CSI shall determine the order and timing of the plan modification filings for the Members. As the CSI Members' individual plans are approved, NG-911 will provide project management for the cut-over to the system.
   b. CSI Members will provide their own legal counsel for any ICC filings.

[redacted]

2. Reporting Responsibilities
   a. NG-911 is responsible for accounting and reporting to ICC as a 9-1-1 System Provider.
   b. CSI Member reporting will continue, as regularly conducted by them.

3. Illinois Regulations. NG-911 agrees to comply with both current and future Illinois Part 725 regulatory rules.

4. FCC Regulations. NG-911 agrees to comply with both current and future FCC Rules and Federal Statutes

B. Operational

1. NG-911 will provide all duties of SSP Project Management, in addition to the duties as the Vendor Project Manager, to implement and operate the system.

2. NG-911 will contract with the telecos (e.g., Frontier, AT&T) for delivery of 9-1-1 trunks.

[redacted]

[redacted]

[redacted]

5. Network:
    a. NG-911 will work with Assure and other third parties to project manage the final design and configuration of the ESInet.
    b. NG-911 will provide 24x7x365 Network System Monitoring via its Service Call Center.
    c. NG-911 will project manage subsequent changes in System Configuration and/or monitoring.
    d. NG-911 will provide coordination of Network Maintenance and Outage Responses.

6. Selective Routing: NG-911 will be responsible for selective routing via ECRF functionality.

7. NG-911 will provide Equipment Management and Configuration (separate from Maintenance).

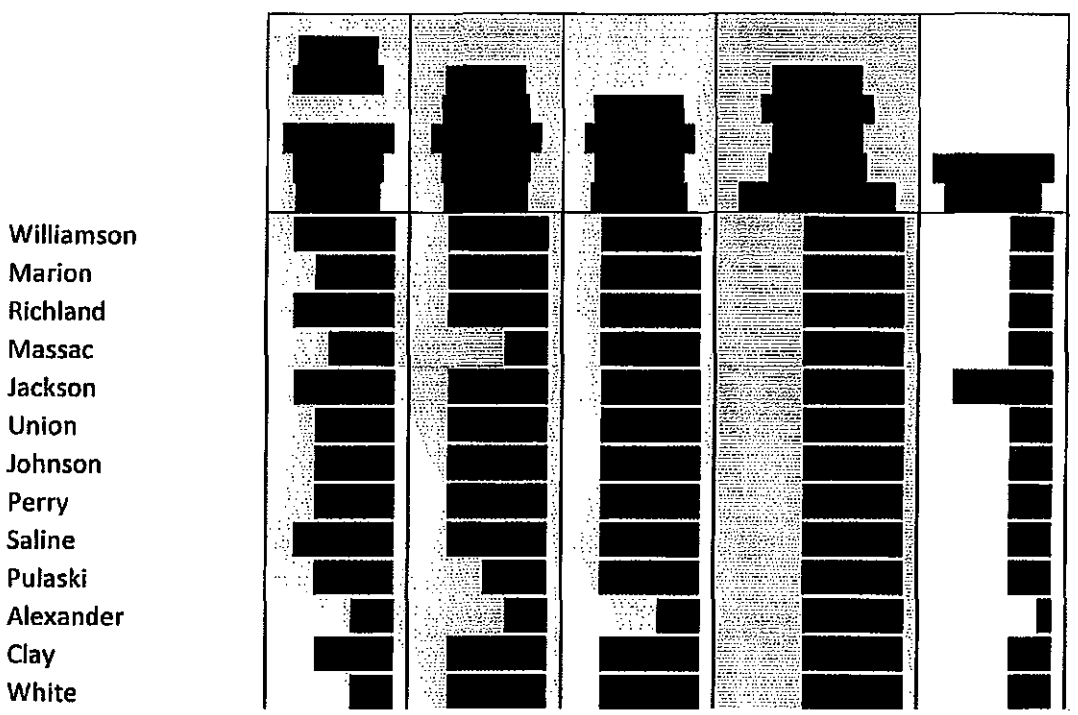
[redacted]

EXHIBIT B
PAYMENT SCHEDULE

1. Recurring Monthly Charges.

[redacted]

[redacted]



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Marion Co
Wabash
Gallatin

Network Charges.

Pass-Through Charges:

4. CSI Membership Change Fees: In the event CSI elects to add new Members during the term of this Agreement, the New CSI Member must agree to:

   a. Agree to the terms and conditions of this Agreement.
   b. Purchase all necessary CPE and licenses.

[redacted]

[redacted]

f. Pay the Recurring Monthly Charges applicable to such New Member, as determined by NG-911 and the New Member.

EXHIBIT C

ASSIGNMENT OF LEASE AGREEMENT

CSI does hereby assign to NG-911, CSI's interest in the Lease Agreement with Clearwave Communications, Inc., dated April 5, 2011, a copy of which is attached to this Exhibit C. The term of this assignment shall be the same term as the Amended and Restated 9-1-1 System Service Provider Agreement, to which this Exhibit C is attached. The intent of the parties is that the assignment shall be in effect so long as NG-911 is the 9-1-1 System Provider for any of the CSI Members.

Upon execution of the Amended and Restated 9-1-1 System Service Provider Agreement, CSI shall give notice to Clearwave of the assignment of the Lease Agreement.

The parties acknowledge that an assignment of the Lease Agreement was made, effective April 1, 2013, as part of the April SSP Agreement. This assignment of the Lease Agreement shall be deemed a new and independent assignment, terminating and superseding the assignment set forth in the April SSP Agreement.

[redacted]

EXHIBIT D

CURRENT CSI MEMBER COSTS

In accordance with paragraph 15.d. of the Agreement, each CSI Member represents and warrants, for itself only, that the following amounts represent all of the monthly recurring costs currently incurred by the Member for 9-1-1 services provided by the Member's current 9-1-1 provider and local access carriers (including all charges associated with wireline, wireless and VOIP):

	Present 9-1-1 Charges	Clearwave Charges
Williamson	[redacted]	[redacted]
Marion	[redacted]	[redacted]
Richland	[redacted]	[redacted]
Massac	[redacted]	[redacted]
Jackson	[redacted]	[redacted]
Union	[redacted]	[redacted]
Johnson	[redacted]	[redacted]
Perry	[redacted]	[redacted]
Saline	[redacted]	[redacted]
Pulaski	[redacted]	[redacted]
Alexander	[redacted]	[redacted]
Clay	[redacted]	[redacted]
White	[redacted]	[redacted]
Marion Co	[redacted]	[redacted]
Wabash	[redacted]	[redacted]
Gallatin	[redacted]	[redacted]
	[redacted]	[redacted]