

RED SKY TECHNOLOGIES, INC.
NETWORK SERVICE AGREEMENT
E911 ANYWHERE® SERVICE

Version sbs010716

This Network Service Agreement is between Red Sky Technologies, Inc. ("**Red Sky**") **End User**. Capitalized terms if not defined herein shall have the meaning set forth in the Statement of Work.

1. THE SERVICE.

1.1. Red Sky provides and maintains a proprietary network based emergency call delivery solution identified as E911 Anywhere® ("**Service**") in the United States and Canada, as more fully described in the attached Statement of Work ("**SOW**"), Schedule A. The Parties agree that Red Sky will provide E911 Anywhere® Service to End User subject to the terms and conditions set forth in this Agreement.

2. FEES AND INVOICING. See C1 agreement

3. TERM AND TERMINATION.

3.1. **TERMINATION.** Red Sky may terminate this Network Service Agreement effective immediately if Red Sky reasonably believes that End User Abused the Service or associated technical support resources ("**Abuse**" shall include any use not contemplated by this Agreement or which disrupts the normal operation of the Service for Red Sky or its customers). Red Sky may terminate this Agreement by written notice, effective in ten (10) days, if End User's hardware or software is not compatible with the Service unless End User first cures the breach. Either Party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other Party first cures the breach. Either Party may terminate this Agreement for convenience by written notice effective one hundred and eighty (180) days from the date of the notice.

4. RESTRICTION OF ACCESS.

4.1. Red Sky may restrict a User's access to the Service immediately if Red Sky reasonably believes that User Abused the Service or associated technical support resources. ("**User**" means the End User's user typically an employee, agent, or visitor that uses the End User's telephony system). Red Sky may restrict a User's access to the Service by written notice, effective in ten (10) days, if User's hardware or software is not compatible with the Service or if User engages in any activity that would be a material breach of this Agreement if End User engaged in that activity, unless the breach is cured within the 10 day period.

4.2. **END USER OBLIGATION TO USE THE SERVICES ONLY FOR THE PURPOSES CONTEMPLATED IN THE AGREEMENT.** End User will use and will undertake to cause its Users to use the Services and User Interface only for the purposes of establishing locations for Phones, End Points and ELINs and for routing End User 9-1-1 emergency calls and for no other purpose. Use of the Services for any purpose other than that contemplated by the Agreement will constitute a material breach and will be grounds for termination.

5. SERVICE CHANGES AND EXCLUSIVITY.

5.1. Red Sky may modify the Services without notice to End User provided any such modification will not materially affect the Services. If the change will materially affect the Service, Red Sky will notify End User in advance of the implementation of the change. Nothing herein prohibits Red Sky from providing services similar or identical to the Services to any other entity or person whether or not such services are utilized for emergency purposes.

6. LIMITED WARRANTY.

6.1. Red Sky warrants to End User that the Service will be capable of operating substantially in conformance with the description of the Service set forth in the attached SOW. If it is determined that the Service does not operate in substantial conformance with the description of the Service in the attached SOW, Red Sky will undertake good faith efforts to cure the nonconformity. End User's only remedy in the event that the Service does not operate in substantial conformance with the description of the Service in the attached SOW, or for breach of any warranty is, at Red Sky's option, either (i) repair of the Service or (ii) return of fees paid for the Service. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6, RED SKY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.**

7. LIMITATIONS OF LIABILITY.

7.1. SHOULD END USER, ANY PARTY CLAIMING THROUGH END USER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF RED SKY, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE SERVICE FEES PAID RED SKY FOR THE SERVICE THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. IN NO EVENT SHALL RED SKY, UNDER THIS AGREEMENT OR OTHERWISE BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE, DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, AND STRICT LIABILITY IN TORT); (iii) EVEN IF RED SKY IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH

DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF END USER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. If applicable law limits the application of the provisions of this Section 7, Red Sky's liability will be limited to the maximum extent permissible.

7.2. RED SKY WILL NOT BE LIABLE FOR ANY LOSS, DIRECT, INDIRECT OR INCIDENTAL, THAT MAY ARISE FROM THE UNAUTHORIZED USE, OPERATION, OR MODIFICATION OF THE SERVICES BY END USER.

7.3. END USER ACKNOWLEDGES THAT RED SKY WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY RED SKY OR THE EMERGENCY CALL RESPONSE CENTER ("ECRC") TO CORRECT ANY FAILED USER EMERGENCY 911 CALLS, INCLUDING BUT NOT LIMITED TO, THOSE THAT ARE A RESULT OF INVALID OR INCOMPLETE USER LOCATION DATA; THOSE THAT ARE A RESULT OF INTERRUPTIONS IN THE VOICE CONNECTIVITY BETWEEN THE END USER'S PBX/CALL SERVER AND THE ECRC, THOSE WHICH THE ECRC IS UNABLE TO RE-ROUTE TO THE APPROPRIATE PSAP BECAUSE THE USER CANNOT OR DOES NOT PROVIDE CORRECT OR VALID LOCATION INFORMATION.

8. **LIMITATIONS OF THE SERVICE.** Red Sky has advised End User that the Service is used to route 9-1-1 emergency calls.

8.1. Red Sky has advised and End User acknowledges that End User may not be able to place 9-1-1 calls using the Service:

8.1.1. During any disruption of power at the End User's location;

8.1.2. During any disruption of internet connectivity to the End User's location;

8.1.3. During any period in which the End Users VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to End User for any reason (including suspension or cancellation for failure to pay or their default);

8.1.4. During any period of Service outage or failure beyond Red Sky's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of Red Sky or its third party suppliers);

8.1.5. If an End User attempts a 9-1-1 call from a location different from the End User's then current address stored in the Service;

8.1.6. If incorrect or invalid End User address information is provided or if such information is not updated by the End User in the event of a change in their location;

8.1.7. If End User's equipment fails to function, is not properly configured or is defective.

8.2. With regard to VoIP Calls:

8.2.1. RS uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by our customers to the appropriate Public Safety Answering Point (PSAP). There are limitations placed upon RS by the PSAPs. Each of the approximately 6,000 PSAPs must individually agree to accept a 9-1-1 call with a VoIP type service. We are aware of PSAPs that fall into three categories: a) those that accept VoIP calls with location data on 9-1-1 equipment; b) those that accept VoIP 9-1-1 calls without location data on administrative lines; and c) those that do not accept VoIP 9-1-1 calls. In this last case, VoIP 9-1-1 calls are routed to the next closest PSAP that accepts VoIP 9-1-1 calls.

8.3. End User will advise all individuals who may have occasion to place calls using the Service of the limitations described in this section 8.

9. **END USER INDEMNIFICATION OBLIGATION.** End User will indemnify, defend, and hold harmless Red Sky, its affiliates and their respective directors, officers, employees and agents from and against any third-party claims, actions, damages, liabilities, costs, judgments or expenses (including but not limited to filing fees, expert fees, attorney fees) arising or resulting from: a) End User's or a User's unauthorized use, operation, or modification of the Service; b) End User's or a User's misuse or incorrect use of the Service including but not limited to failure to provide the necessary location data for proper routing of a 9-1-1 call; c) any claims arising from incidents or events that occur after the date of termination of the Service.

10. **CONFIDENTIAL DATA** End User acknowledges that Red Sky and the Service will not store confidential or personal data and will only store location records associated with telephone numbers and emergency location identification numbers. No personal or confidential data including social security numbers, dates of birth, names, personal addresses, financial data or health records are stored in the Service.

11. **FORCE MAJEURE.** Except for payments of money, neither Party will be liable for any losses arising out of the delay or interruption of its performance of obligations under this Agreement due to any act of God, strikes, lockouts, riots, acts of war or insurgency, acts of terrorism, acts of sabotage, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, inability to secure materials, earthquakes, floods, storms or other disasters, or any other cause beyond the reasonable control of the Party delayed.

12. **NOTICE.** Any legal notice required under this Agreement shall be in writing and sufficient only if sent for next business day delivery, by prepaid registered or certified United States mail or by private mail service (e.g., Federal Express or DHL) to the addresses set forth below.

12.1. Address for Notice to Red Sky: Red Sky Technologies, Inc., 333 North Michigan Avenue, 16th Floor, Chicago, Illinois, 60601.

12.2. Address for Notice to End User:

13. **WAIVER** No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
14. **SUCCESSORS AND ASSIGNS**. All terms and provisions of this Agreement will be binding upon and inure for the benefit of the parties hereto, and their successors, permitted assigns and legal representatives, except that End User may not assign this Agreement nor any right granted hereunder, in whole or in part without Red Sky's prior written consent. For purposes of this Agreement, assignment includes change of control by and of End User. As a condition of Red Sky's consent, assignee must assume, in writing, End User's obligations under this Agreement. Under no circumstance will such assignment be permitted to an assignee or location outside the USA or Canada.
15. **GOVERNING LAW**. This Agreement will be governed by the laws of the State of Illinois, and the parties consent and submit to the jurisdiction and venue of the State and Federal Courts located in the Chicago, Illinois.
16. **SEVERABILITY**. If any part of this Agreement shall be held unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.
17. **ATTORNEY'S FEES**. The prevailing Party shall be awarded reasonable attorney's fees and costs in any litigation related to this Agreement.
18. **ENTIRE AGREEMENT AND MODIFICATION** This Agreement along with the Schedules attached hereto and incorporated herein by reference shall constitute the entire agreement between the parties regarding its subject matter, and it supersedes all prior agreements or other communications between the parties. This Agreement shall not be modified unless done so in a subsequently dated writing signed by officers of both Red Sky and End User.
19. **CONFLICTS**. In the event of a conflict between this Agreement and the terms of any other documents related to this Agreement, including but not limited to the Statement of Work, any invoice, or any Purchase Order, the terms contained in this Agreement shall control.
20. **THIRD PARTY BENEFICIARIES**. This Agreement will not create any third-party beneficiary rights or benefits to parties other than End User except as may be specifically stated herein.
21. **COMPLIANCE WITH LAWS**. In connection with the performance, access and use of the Service under the Agreement, each Party agrees to comply with its own applicable laws, rules and regulations including, but not limited to, export and import laws and regulations. It is the End User's responsibility to understand the state laws that pertain to them in regards to E911 requirements and compliance obligations; and Red Sky specifically disclaims any such obligation. In the event that 9-1-1 Service limitations or requirements different than those stated in this Agreement are, in Red Sky's reasonable opinion, necessary or advisable based on Red Sky's interpretation of currently evolving 9-1-1 service laws, rules and regulations, End User agrees to negotiate modifications to the Service as requested by Red Sky, and if agreement respecting the same cannot be reached, Red Sky may terminate the Service and the Agreement without liability.
22. **HEADINGS, COUNTERPARTS AND CORPORATE WARRANTY** The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of such paragraph. This Agreement may be signed in counterparts which together shall form a single agreement as if the Parties had executed the same document. Each Party represents and warrants that (i) such Party has the authority to execute and perform all obligations under this Agreement; and (ii) entering into this Agreement does not violate any agreement or obligation existing between such Party and any third-party.