

RED SKY TECHNOLOGIES, INC.

NETWORK SERVICE AGREEMENT

E911 MANAGER® MPC

E911 ANYWHERE® SERVICE

Version 11.16.15

This Network Service Agreement is entered into between Red Sky Technologies, Inc. ("Red Sky") and End User.

1. DEFINITIONS. Capitalized terms if not defined herein will have the meaning set forth below.
 - 1.1. "Documentation" means all instructions, information manuals, user guides, and other information whether in printed or electronic form, relating to the use and operation of the Service.
 - 1.2. "Effective Date" means date on which this Agreement is executed by the last Party to sign it.
 - 1.3. "ECRC" (Emergency Call Routing Center) means an external call center, contracted by Red Sky, staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate Public Safety Answering Point ("PSAP").
 - 1.4. "ECRC Expenses" means costs incurred by Red Sky as a result of emergency 911 calls being routed to an ECRC due to incorrect use of the Service and may sometimes be referred to as "Expenses".
 - 1.5. "Fees" means all fees (whether recurring or non-recurring) paid to C1.
 - 1.6.
 - 1.7. "Quotation" means a written offer by Red Sky, or an authorized Red Sky reseller, to provide the Services.
 - 1.8. "Service" means Red Sky's E911 Manager® MPC Service and E911 Anywhere® which together enable the tracking of IP phone locations, notifications of 9-1-1 calls, and the routing of 9-1-1 calls originating in the United States to the appropriate United States PSAP based on a location assigned to a phone, endpoint or Emergency Location Identification Number ("ELIN").
2. THE SERVICE
 - 2.1. GENERALLY. Subject to the terms and conditions of this Agreement, Red Sky will provide the Service to End User. Service will be initiated upon acknowledgement of this Network Service Agreement. Red Sky may, in its sole discretion, modify the Service as new technology, software and hardware become available. Such modification may be without notice to End User provided it will not materially affect the Service. If the modification 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 Service to any other entity or person, whether or not such services are utilized for emergency purposes.
 - 2.1.1. Maintenance Window. A regularly scheduled maintenance window will be held every Tuesday from 1:00 AM through 4:00 AM Central Standard Time. Notification will be provided a minimum of seventy-two (72) hours in advance of the window if maintenance activity is planned. This notification will only be sent if service maintenance during the maintenance window is planned.
 - 2.1.2. Maintenance Outside the Maintenance Window. Red Sky will use commercially reasonable efforts to notify End User ten (10) working days in advance of any scheduled maintenance activities that fall outside of the maintenance window. Such activities include but are not limited to hardware or software upgrades. Red Sky reserves the right to perform emergency maintenance without prior notice. If emergency maintenance is required, notification will be provided within twenty-four (24) hours of such an event.
 - 2.1.3. Support Services – The Service Fee includes Support by the Red Sky Support Team including (i) Hotline Support - support services via telephone, FAX and e-mail during Red Sky's normal business hours of 9:00 AM to 5:00 PM, ET, Mon. - Fri., except national holidays; (ii) Technical Support - assistance by e-mail or telephone in the event of difficulties in the use of the Service or the interpretation of results; and (iii) on-line documentation.
 - 2.2. END USER OBLIGATIONS. End User agrees that Red Sky's obligation to provide the Service is expressly conditioned on End User's performance of all its obligations under this Agreement.
 - 2.2.1. END USER'S OBLIGATION TO USE THE SERVICE ONLY FOR THE PURPOSES CONTEMPLATED IN THIS AGREEMENT. End User will use and will undertake to cause its Users ("User" means the End User's user typically an employee, agent, or visitor that uses the End User's telephony system) to use the Service 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 Service for any purpose other than that contemplated by the Agreement will constitute a material breach and will be grounds for termination. Red Sky may restrict a User's access to the Service immediately if Red Sky reasonably believes that User Abused the Service ("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) or associated technical support resources. 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.

- 2.2.2. END USER OBLIGATION TO PROVIDE ACCURATE AND COMPLETE USER LOCATION DATA. End User expressly acknowledges that it is solely End User's responsibility to enter correct, complete and current User Location Data into the Service Red Sky will provide End User access to the Service through the User Interface. End User expressly acknowledges that it is solely End User's responsibility to update such information promptly in response to changes in registered locations via the User Interface. User Location Data will be as specific as possible to provide emergency personnel the information they require. End User acknowledges and understands that failure to maintain the current and correct physical address and location data in the Service will result in emergency calls made by End User being routed to the incorrect local emergency service provider.
- 2.2.3. FAILOVER CALL ROUTING TO RED SKY'S CALL CENTER. An emergency 911 call that cannot be connected to the appropriate PSAP due to incomplete or missing User Location Data is a "Failed User Emergency 9-1-1 Call." Failed User Emergency 9-1-1 Calls will be routed to an ECRC, contracted by Red Sky, which operates 24/7. Failed User Emergency 911 calls will be answered by a trained emergency services dispatchers and to the extent possible, routed by the ECRC to the appropriate PSAP, based on the location information communicated by the 9-1-1 caller. End User acknowledges that Red Sky will not be liable for any claims arising from any efforts undertaken by Red Sky or its ECRC to correct any failed calls, including, without limitation, in the case where voice connectivity between the User PBX/call server and the ECRC is interrupted or in the case where the ECRC is unable to re-route a failed User emergency 9-1-1 call to the appropriate PSAP because the User cannot or does not provide the ECRC with valid, correct information regarding their location.
- 2.2.4. END USER OBLIGATION TO PROVIDE CONNECTIVITY AND REQUIRED FACILITIES AND NETWORKS. End User will be responsible for providing, at its cost, all facilities, network connections and trunks required to operate with and interconnect to the Service and User Interface. End User will be responsible for regularly monitoring and managing its networks and equipment and undertakes to cause its Users to regularly monitor and manage their networks and equipment to ensure that there is no interruption in connectivity to the Service. End User will promptly notify Red Sky Technical Support by email (with delivery receipt of such email) or voice call for resolution of any connectivity issues that may arise.
- 2.2.5. SERVICE AFFECTING ACTIVITIES. End User will use and undertakes to cause Users to use commercially reasonable efforts to notify Red Sky ten (10) working days in advance of any scheduled maintenance activities that could affect the Service. Such activities include but are not limited to hardware or software upgrades to voice and data network components.
- 2.2.6. USER SUPPORT. End User's support staff will be the primary point of contact for and will address all issues raised by Users. End User's personnel may contact Red Sky for issues such as technical support related to call delivery or subscriber provisioning and User configuration updates.
3. FEES AND INVOICING. According to the C1 quote.
- 3.1. ERC EXPENSES. End User will be responsible for all expenses associated with any calls that are routed to the Emergency Realy Center (ERC). Each call that arrives at the ECRC will incur a charge of \$100.00 to the End User. Red Sky will notify End User of any ECRC calls and associated ECRC Expenses within 24 hours of such call and Red Sky or its authorized reseller will invoice End User monthly for those ECRC Expenses.
4. DOCUMENTATION, SOFTWARE, and INTELLECTUAL PROPERTY
- 4.1. DOCUMENTATION. End User recognizes and agrees that: (i) the Documentation is the property of Red Sky or its licensors and is protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Documentation except the limited and temporary right to use it as necessary for End User's use of the Service.
- 4.2. IP IN GENERAL. Red Sky retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant End User any intellectual property rights in or to the Service or any of its components.
5. WARRANTY.
- 5.1. RED SKY'S LIMITED WARRANTY. Red Sky warrants to End User that the Service described herein will be capable of operating substantially in conformance with the product specifications for the Service in effect at the time of delivery. If, it is determined that the Service does not operate in substantial conformance with the product specifications Red Sky will undertake good faith efforts to cure the nonconformity. End User's only remedy in the event of nonconformity in the Service, or for breach of any warranty is, at Red Sky's option, to either (i) repair the Service, or (ii) provide End User with a pro-rated refund of any prepaid Service Fees from the period of non-conformance.
- 5.2. WARRANTY DISCLAIMERS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5, RED SKY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT. Red Sky does not warrant that the Service will perform without error or that it will run without immaterial interruption. Red Sky makes no warranty and will have no responsibility for any claim arising out of: (i) a modification of the Service(s) made by anyone other than Red Sky unless Red Sky approves such modification in writing; or (ii) use of the Service in combination with any operating system not authorized in the Documentation or product specifications.

6. LIMITATIONS OF LIABILITY. SHOULD END USER, ANY PARTY CLAIMING THROUGH END USER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICE SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE OF THE SERVICE, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF RED SKY, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE TO 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 6 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 6, Red Sky's liability will be limited to the maximum extent permissible.
7. LIMITATIONS OF THE SERVICE. Red Sky has advised End User that the Service is used to route 9-1-1 emergency calls.
 - 7.1. Red Sky has advised and End User acknowledges that End User may not be able to place 9-1-1 calls using the Service:
 - 7.1.1. During any disruption of power at the End User's location;
 - 7.1.2. During any disruption of internet connectivity to the End User's location;
 - 7.1.3. 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);
 - 7.1.4. 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);
 - 7.1.5. 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;
 - 7.1.6. 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;
 - 7.1.7. If End User's equipment fails to function, is not properly configured or is defective.
 - 7.2. With regard to VoIP Calls: RS uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by our End Users to the appropriate 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.
 - 7.3. End User will advise all individuals who may have occasion to place calls using the Service of the limitations described in this section 7.
8. RED SKY INDEMNIFICATION. Red Sky will defend or at Red Sky's sole option settle any action or claim based upon a third party's claim of U.S. patent, copyright, or trade secret infringement asserted against End User by virtue of End User's use of the Service in accordance with the Agreement, provided that Red Sky is given prompt written notice of the action or claim and the right to control and direct the investigation, defense and settlement thereof, and further provided that End User reasonably cooperates with Red Sky in connection with the foregoing. If End User's use of the Service, is enjoined due to actual or alleged infringement of any U. S. patent, copyright or trade secret, Red Sky will, at its sole option and expense, either (a) procure for End User the right to continue using the Service; (b) replace or modify the Service so it becomes non-infringing; or (c) if Red Sky determines that options (a) and (b) are not reasonably available, Red Sky may, in its sole discretion and upon written notice to End User, terminate this Agreement, cancel access to the Service and return to End User the balance of any prepaid annual Service Fee.
 - 8.1. Notwithstanding the foregoing, Red Sky will not be liable for a claim of infringement based on End User's (i) use of the Service other than as permitted under this Agreement or for a purpose or in a manner for which the Service was not designed, (ii) use or combination of the Service with non-Red Sky programs or services if infringement would not have occurred without the combination, or (iii) use of the Service after receiving notice of a claim that it infringes the rights of a third party.
 - 8.2. Exclusive Remedy: THE FOREGOING STATES RED SKY'S SOLE LIABILITY AND END USER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM IN CONNECTION WITH THE SERVICES.
9. END USER INDEMNIFICATION. 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, and 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. **TERM AND TERMINATION.**
 - 11.1. **TERM.** The term of this Agreement shall be for a period of three years from the Effective Date ("Term"). Thereafter, this Agreement will renew for subsequent terms of one year, unless either Party notifies the other of its intent not to renew sixty (60) days before the beginning of the next Term.
 - 11.2. **TERMINATION.** Red Sky may terminate this Agreement effective immediately if Red Sky reasonably believes that End User Abused the Service or associated technical support resources. 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.
 - 11.3. **EFFECT OF TERMINATION.** Termination of this Agreement by either Party will not release End User from any obligation to pay any and all Fees and ECRC Expenses that accrued prior to the effective date of termination. On the effective date of termination Red Sky shall be entitled to cancel Service to End User and all accrued Fees and ECRC Expenses shall be immediately due and payable. If End User terminates for cause, Red Sky will refund the pro-rated balance of the Service Fee paid in advance for all months beyond the month of termination. In addition, if the termination occurs within the first thirty-six (36) months, End User will owe Red Sky for balance of the Service Fees described in Section 3.4.
 - 11.4. The following provisions will survive termination of this Agreement, Sections 3,4,6,7, 9, 11, 12 and any other provisions that must survive termination to fulfill its essential purpose.
12. **GENERAL PROVISIONS**
 - 12.1. **EXPORT LAW CONTROLS; EXPORT ASSURANCE DECLARATION.** End User will comply with all export and re-export laws, restrictions and regulations (the "Export Requirements") imposed by the governments of the United States or the country to which the Service is delivered to End User. End User will not commit any act or omission that will result in a violation of any Export laws, regulations or restrictions. End User will comply in all respects with any governmental laws, orders or other restrictions on the export of Red Sky or its licensor's Service (including any related information and documentation) that may be imposed from time to time by the government of the United States or the country to which the Red Sky or its licensor's Service is delivered. This Section 12.1 will survive the expiration or termination of the license or this Agreement.
 - 12.2. **FORCE MAJEURE.** Except with regard to any obligation to pay money hereunder, neither Party will be liable for any delay or interruption in the performance of its obligations under the Agreement or losses resulting therefrom, due to any act of God, strikes, lockouts, riots, acts of war or insurgency, acts of terrorism (including cybersecurity attacks and hacking), acts of sabotage, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, disruption of internet connectivity, inability to secure materials, earthquakes, floods, storms or other disasters, or any other cause beyond the reasonable control of the Party delayed. If any such contingency does occur the time to perform an obligation under this Agreement affected thereby will be extended by the length of time such contingency continues.
 - 12.3. **NOTICE.** All notices under this Agreement, including notice of address change, must be in writing and will be deemed to have been given when sent by (i) registered mail return receipt requested; or (ii) a nationally recognized overnight delivery service (such as Federal Express) to the President of the appropriate Party at the address set forth below, or to a Party's address as changed in accordance with this Section 12.3.
 - 12.3.1. Address for Notice to Red Sky: Red Sky Technologies, Inc., 333 North Michigan Avenue, 16th Floor, Chicago, Illinois 60601
 - 12.3.2. Address for Notice to To End User:
 - 12.4. **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. Notwithstanding the foregoing, Red Sky may transfer this Agreement and its rights and obligations hereunder in its sole discretion to a successor entity in the event of an acquisition of Red Sky, whether by equity or asset purchase, merger, corporate restructuring or reorganization or the like.
 - 12.5. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of Illinois, except to the extent that the issue arising under the Agreement is governed by federal law, and the Parties consent and submit to the jurisdiction and venue of the State and Federal Courts located in Chicago, Illinois.
 - 12.6. **SEVERABILITY.** If any provision of this Agreement will be held invalid, illegal or unenforceable, by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law and the remaining provisions of the Agreement shall continue in full force and effect.

- 12.7. ATTORNEY'S FEES. The prevailing Party shall be awarded attorney's fees and costs in any litigation related to this Agreement.
- 12.8. THRID 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.
- 12.9. CONFLICTS. In the event of any conflict between this Agreement, the Purchase Order, the Quotation and the Statement of Work, the terms and conditions contained in this Agreement will control, followed by the terms and conditions in the Statement of Work, and then the Quotation. If End User issues a Purchase Order hereunder, such Purchase Order will be considered issued for the purpose of authorization and End User's internal use only and none of the terms and conditions will modify the terms and conditions of this Agreement or affect the obligations of Red Sky to End User as set forth in this Agreement.
- 12.10. ENTIRE AGREEMENT. This Agreement, together with all schedules, exhibits, riders, attachments, addenda, documents referenced herein and any amendments which are hereby incorporated by reference, constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties, whether written or oral. This Agreement may not be modified, amended, supplemented or otherwise changed in any manner unless done so in a subsequently dated writing signed by officers of both End User and Red Sky. Red Sky authorized resellers do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Red Sky.
- 12.11. WAIVER. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of any default or breach of this Agreement will constitute a waiver of any prior or subsequent default or breach of this Agreement.
- 12.12. COMPLIANCE WITH LAWS. Each Party agrees to comply with the laws, rules and regulations applicable to performance of its obligations under this Agreement. It is the End User's responsibility to understand its state law 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 Agreement as requested by Red Sky, and if agreement respecting the same cannot be reached, Red Sky may terminate the Agreement without liability.
- 12.13. 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.