

RED SKY TECHNOLOGIES, INC.
NETWORK SERVICE AGREEMENT
E911 MANAGER® MPC
E911 ANYWHERE® AS A SERVICE
My E911

This Network Service Agreement ("Agreement") is entered into between Red Sky Technologies, Inc. located at 333 North Michigan Avenue, 16th Floor, Chicago, Illinois 60601 ("Red Sky") and <Customer Name> located at <Customer address> ("Customer"). Red Sky and Customer are each sometimes referred to as a "Party" and collectively, the "Parties." (Capitalized terms if not defined herein, will have the meaning set forth in the Statement of Work ("SOW"), Schedule C.

1. **The Service.** Red Sky provides and maintains an emergency call delivery solution ("Service") as more fully described in Schedule A and the applicable SOW. Subject to the terms and conditions of this Agreement, Red Sky shall provide Customer access to the Service.

2. **Fees and Invoicing.** Customer agrees that Red Sky's obligation to provide the Service is expressly conditioned on Customer's payment of all amounts due under this Agreement in accordance with the terms of this Section 2. All Fees (whether recurring or non-recurring) and Expenses due under this Agreement are to be paid in U.S. dollars and shall be due and payable 30 days after the invoice is sent. Each of the Fees and the Billing Period will be itemized in a separate price Quote to Customer.

2.1. **Service Fees.** Red Sky, or its authorized reseller, will invoice Customer for Service Fees in advance of Service being provided. A "true-up" will be performed at the end of every Billing Period and Customer will pay Red Sky or its authorized reseller for either the actual usage during the Billing Period or the usage contracted for by this Agreement, whichever is greater. At the end of each Billing Period, Customer shall have the option to modify the Service by providing written notice to Red Sky. Customer may add to the Service at any time by requesting a price Quote and issuing a Purchase Order. A minimum fee may be required and presented in a price Quote. If Customer requires the use of a third party for invoice processing, Customer shall bear the cost and expense associated with such third party.

2.2. **Initiation Start-up Fee.** The Initiation Start-up Fee is a one-time service activation fee to cover start-up costs, fees and expenses associated with implementing a new user on the Service.

2.3. **ERC Expenses.** Customer will be responsible for and will reimburse Red Sky for all expenses associated with any calls that are routed to the Emergency Response Center ("ERC"). Each call that arrives at the ERC will incur a charge of \$100.00 to the Customer. Red Sky will notify Customer of any ERC calls and associated ERC Expenses within 24 hours of such call and Red Sky, or its authorized reseller, will invoice Customer monthly for those ERC Expenses. ERC Expenses are more fully described in Schedule B.

2.4. **Taxes.** Amounts payable by Customer hereunder do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries based on the licenses or services provided under the Agreement or Customer's use thereof. Customer shall pay all such taxes or tariffs as may be imposed upon Red Sky or Customer, except income or similar taxes imposed on Red Sky by the United States of America or any state or local government therein. Customer will be invoiced for, and Customer shall pay, any such taxes or tariffs if Red Sky is required to pay them on Customer's behalf unless in advance of the delivery of software or services, Customer provides Red Sky a valid exemption from the applicable taxing authority.

2.5. **Service Activation.** Red Sky will establish an account for Customer in the Service upon execution by each of the Parties of both this Agreement and the SOW, issuance of a Purchase Order, and payment of the Initiation Start-up Fee ("Service Activation"). The Service Activation process is more fully set forth in the SOW, Schedule C. Red Sky will provide written notice of Service Activation. The date of Service Activation will start the Billing Period and be the anniversary date for Service.

2.6. **Fee Disputes.** Customer agrees to provide written notice to Red Sky or its authorized reseller of any fee dispute within fifteen (15) days from the invoice date and Customer agrees to work in good faith to promptly resolve any dispute and pay fees within fifteen (15) days following resolution of the dispute.

2.7. **Unpaid Invoices and Fees.** Undisputed invoices remaining unpaid for sixty (60) days beyond the date payment is due will accrue interest at the rate of one and one-half (1 ½%) per month, or at the maximum rate permitted by applicable law, whichever is less, on the unpaid amount. Customer shall reimburse Red Sky for all expenses incurred by Red Sky in exercising any of its rights under the Agreement or applicable law with respect to a default in payment or other breach of the Agreement by Customer, including reasonable attorney fees and the fees of any collection agency retained by Red Sky.

3. Proprietary Rights

3.1. **Red Sky Reservation of Rights.** The Service (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein, constitute

Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Red Sky and its licensors and are protected by applicable intellectual property laws. Red Sky owns all voluntary feedback regarding the design or operation of the Services (except for the Customer Data) provided to Red Sky by Customer, Users, or others in conjunction with the Services. Except for the rights expressly granted to Customer in this Agreement, all rights in and to the Service and all of the foregoing elements thereof are and shall remain solely owned by Red Sky and its respective licensors.

3.2. Software License & Restrictions. To use the Service, Customer may be required to download and install Red Sky Software or a Red Sky proprietary agent, plug-in or similar software. Subject to the terms of this Agreement, Red Sky grants Customer a limited, non-exclusive, non-sublicensable and non-transferable license to use the Software identified in a Purchase Order or SOW during the Term. The Software may contain open-source code that is subject to its own license terms (Schedule D). Customer may not nor allow a third party to, sell, transfer, assign, distribute, or make the Service available to any third party, use, copy, modify, reverse engineer, decompile, or otherwise attempt to derive the source code for the Software, or create derivative works of the Software except, in accordance with: (i) this Agreement; or (ii) Customer's standard backup procedures; or, (iii) as legally required for interoperability purposes. Customer may, without incurring additional Fees, move the Software to and use the Software on other servers/devices temporarily, because of equipment or software malfunctions; or permanently, onto replacement servers/devices if the original servers/devices are replaced by Customer provided there is no increase in the number of copies of the Software in use. If Customer permanently transfers the Software to servers/ devices at a different location that physically replace the original servers/devices, Customer will completely cease the use of the Software on the original set of servers/devices and will promptly give Red Sky written notice of such relocation.

3.3. Documentation. Customer 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; (ii) Customer 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 Customer's use of the Service; (iii) Customer will not remove, obscure or alter any proprietary notices or labels on the Documentation, the Software or the Service or any material made available by Red Sky.

4. Responsibilities

4.1. Customer Obligations and Ownership Rights. Customer agrees that Red Sky's obligation to provide the Service is expressly conditioned on Customer's performance of all its obligations under this Agreement. Customer retains all right, title and interest in and to Customer's data ("Customer Data"). Customer represents that it has the right to authorize and hereby does authorize Red Sky to collect, store and process Customer Data subject to the terms of this Agreement. Customer consents to the storage and retention, in Red Sky's database, of telephone numbers, location records, and email addresses (if applicable). Customer further consents to the transmission of said data in connection with the delivery of a 9-1-1 call to the PSAP. Red Sky may use Customer's data in order to (i) provide the Service, and (ii) derive statistical data.

4.2. Use the Service Only for the Purposes Contemplated in This Agreement. Customer shall use the Service solely for its internal business purposes and will use and will undertake to cause its Users ("User" means the Customer's user typically an employee, agent, or visitor that uses the Customer'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 Customer 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.

4.3. Accurate and Complete User Location Data.

Customer expressly acknowledges that it is solely Customer's responsibility to enter correct, complete and current User location data into the Service. Red Sky will provide Customer access to the Service through the user interface. Customer expressly acknowledges that it is solely Customer'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. Customer acknowledges and understands that failure to maintain the current and correct physical address and location data in the Service will result in misdirection of Customer's emergency calls and delay in the provision of emergency services.

4.4. Connectivity and Required Facilities and Networks. Customer is responsible for providing, at its cost, all facilities, network connections and trunks required to operate with and interconnect to the Service and user interface. Customer is 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. Customer 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.

4.5. Notice of Service Affecting Activities. Customer 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.

- 4.6. **User Support.** Customer's support staff will be the primary point of contact for and will address all issues raised by Users. Customer's designated personnel may contact Red Sky for issues such as technical support related to call delivery or subscriber provisioning and User configuration updates.
- 4.7. **Failover Call Routing to Red Sky's Call Center.** An emergency 911 call that cannot be connected to the appropriate Public Safety Answering Point ("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 ERC, contracted by Red Sky, which operates 24/7. Failed User Emergency 911 calls will be answered by a trained emergency services dispatcher and to the extent possible, routed by the ERC to the appropriate PSAP based on the location information communicated by the 9-1-1 caller.
- 4.8. **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 Customer'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, Customer 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.
- 4.8.1. **Data Privacy.** To the extent applicable to 9-1-1 service providers, the Parties recognize and shall abide by all applicable Privacy Laws in connection with the operation of the Service. "Privacy Laws" includes all U.S. and Canadian laws, treaties and regulations regarding consumer and data protection and privacy. Red Sky does not, under any circumstance, sell any Customer Data collected through the Red Sky Service and unless provided otherwise in this Agreement, upon termination of this Agreement all Customer Data is destroyed by Red Sky.
- 4.8.2. **CCPA Compliance.** Red Sky is a service provider under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §1798.100, et seq.) (the "CCPA"). Red Sky shall not retain or use the personal information of a California resident except for the purpose of performing the Services specified in the Agreement. Red Sky shall not sell, rent, lease, disclose, disseminate, make available, transfer or otherwise communicate orally, in writing, or by electronic or other means, personal information of California residents (referred to as "consumers" under the CCPA) to another business, person, or third party for monetary or other valuable consideration. Red Sky shall not disclose personal information of California residents to another business, person, or a third party, except for the purpose of performing Services specified in the Agreement or to the extent such disclosure is permitted hereunder or required by applicable law. Red Sky shall notify Customer of any verifiable consumer request within two (2) working days of receiving it and shall assist Customer with meeting its CCPA compliance obligations and responding to CCPA-related inquiries. Red Sky certifies that it understands and will comply with the restrictions of this Section.

5. **Warranty.**

- 5.1. **Red Sky's Limited Warranty.** Red Sky warrants to Customer that the Service described herein will operate in material conformance with the product specifications in the SOW. If, it is determined that the Service does not operate in material conformance with the product specifications set forth in the SOW, Red Sky will undertake good faith efforts to cure the nonconformity. Customer's only remedy in the event of material 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 Customer 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 WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. 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 approved 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.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL RED SKY'S AGGREGATE LIABILITY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EXCEED AMOUNTS PAID OR DUE BY CUSTOMER TO RED SKY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY TO LIABILITY FOR NEGLIGENCE AND EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

6.1. CUSTOMER ACKNOWLEDGES THAT RED SKY WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY RED SKY OR THE EMERGENCY RELAY CENTER (“ERC”) 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 ERC, OR THOSE WHICH THE ERC IS UNABLE TO RE-ROUTE TO THE APPROPRIATE PSAP BECAUSE THE USER CANNOT OR DOES NOT PROVIDE THE ERC WITH VALID OR CORRECT INFORMATION REGARDING THEIR LOCATION.

7. Limitations of the Service. Red Sky has advised Customer that the Service is used to route 9-1-1 emergency calls and there are limits on the delivery of calls.

7.1 Red Sky has advised, and Customer acknowledges that Customer may not be able to place 9-1-1 calls using the Service:

7.1.1 During any disruption of power at the Customer’s or a User’s location;

7.1.2 During any disruption of internet connectivity to the Customer’s or a User’s location;

7.1.3 During any period in which the Customer’s or a User’s VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer or a User, as applicable, 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 Customer’s, or a User’s, equipment fails to function, is not properly configured or is defective.

7.2 Red Sky has advised, and Customer acknowledges, that 9-1-1 calls may not be properly routed:

8.2.1 If Customer attempts a 9-1-1 call from a location different from the Customer’s then current address stored in the Service;

8.2.2 If incorrect or invalid Customer address information is provided or if such information is not updated by the Customer in the event of a change in their location;

7.3 **With regard to VoIP Calls.** Red Sky uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by our Customers to the appropriate PSAP. There are limitations placed upon Red Sky 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. Red Sky is 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.

7.4 Customer will advise all individuals who may have occasion to place calls using the Service of the limitations described in this section.

8. Indemnification.

8.1 **Customer Indemnification.** Customer will indemnify, defend, and hold harmless Red Sky, its affiliates and their respective directors, officers, employees and agents from and against any loss or damage (including reasonable attorneys’ fees) incurred in connection with any third party claim, suit or proceeding (“Claim”) arising or resulting from: a) any breach by Customer of Section 3 (Proprietary Rights) or Section 4 (Responsibilities); or b) Customer’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.

8.2 **Red Sky Indemnification.** Red Sky shall indemnify and defend, or at Red Sky’s sole option settle any Claim against Customer arising out of an allegation that the Service as provided hereunder infringes on any U.S. patent, or copyright, or misappropriates a trade secret. If (x) any aspect of the Service is found or, in Red Sky’s reasonable opinion is likely to be found, to infringe upon or misappropriate the United States intellectual property rights of a third party or (y) the continued use of the Service is enjoined, then Red Sky will promptly and at its own cost and expense, at its option: (i) obtain for Customer the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Red Sky determines in good faith that options (i) - (iii) are not feasible, Red Sky will upon written notice to Customer, terminate this Agreement, remove the infringing items, cancel access to the Service and return to Customer the balance of any prepaid annual Service Fee. Red Sky shall have no obligation or liability for any claim pursuant to this Section to the extent such claim arises from or is related to: (i) the combination, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Red Sky to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service; or (iii) 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; (iv) use of the Service after receiving notice of a claim that it infringes the rights of a third party.

8.3 **Indemnification Process.** The indemnifying party’s obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely

affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. The remedies set forth in this Section 9.2 are Customer's exclusive remedy for Claims of infringement or misappropriation of an intellectual property right.

9. Confidential Information.

9.1 **Definition.** "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, the Services, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

9.2 **Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind, but in no event using less than reasonable care. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

9.3 **Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

10. Term And Termination; Suspension.

10.1 **Term.** The term of this Agreement shall be for a period of one (1) year from the Effective Date ("Initial Term"). Thereafter, this Agreement will renew for subsequent terms of one (1) year ("Renewal Term") unless either Party notifies the other of its intent not to renew sixty (60) days before the beginning of the next Term Together the Initial Term and the Renewal Terms shall be the Term ("Term"). Customer shall be notified at least sixty (60) days in advance of any Renewal Term. Except as set forth in an applicable SOW or Quote, or unless this Agreement is earlier terminated as provided herein, upon expiration of the term of any SOW or Quote, such SOW or Quote shall renew automatically for successive subsequent terms of one (1) year. Red Sky reserves the right to increase its fees in any Renewal Term by three percent (3%).

10.2 **Termination.** Red Sky may terminate this Agreement by written notice, effective immediately, in the event of any breach by Customer of Section 3 (Proprietary Rights). Red Sky may terminate this Agreement by written notice, effective in ten (10) days, if Customer's hardware or software is not compatible with the Service unless Customer first cures the breach. Either Party may terminate this Agreement by written notice, effective in 30 days, for material unless the other Party first cures the breach.

10.3 **Effect Of Termination.** Termination of this Agreement by either Party will not release Customer from any obligation to pay any and all Fees and ERC 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 Customer and all accrued Fees and ERC Expenses shall be immediately due and payable. If Customer 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, provided that such refund shall be customer's sole and exclusive remedy.

10.4 **Suspension.** Red Sky may temporarily restrict Customer's or a User's access to the Service, or any portion thereof, effective immediately if Red Sky reasonably believes that the Customer or a 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 other customers). Red Sky may restrict a User's access to the Service by written notice, effective in ten (10) days, if User engages in any activity that would be a material breach of this Agreement if Customer engaged in that activity, unless the breach is cured within the 10 day period. In lieu of termination, Red Sky may restrict Customer's access to the Service upon written notice to Customer.

10.5 **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof.

11. Maintenance and Support

11.1 **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.

11.2 **Maintenance Outside the Maintenance Window.** Red Sky will use commercially reasonable efforts to notify Customer 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.

11.3 **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.

11.4 **Modification of the Service.** 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 Customer provided it will not materially affect the Service. If the modification materially affects the Service, Red Sky will notify Customer 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.

12. General Provisions

12.1 **Export Law Controls; Export Assurance Declaration.** Customer 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 Customer. Customer will not commit any act or omission that will result in a violation of any Export laws, regulations or restrictions. Customer 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 13.1 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 13.3.

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 Name and Address for Notice to Customer:

12.4 **Assignment.** Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

12.5 **Governing Law.** This Agreement is 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 **Attorney's Fees.** The prevailing Party shall be awarded reasonable attorney's fees and costs in any litigation related to this Agreement.

12.7 **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.

12.8 **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.

12.9 **Third Party Beneficiaries.** This Agreement will not create any third-party beneficiary rights or benefits to parties other than Customer except as may be specifically stated herein.

12.10 **Conflicts.** In the event of any conflict between this Agreement, the Purchase Order, the Quote 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 Quote. If Customer issues a Purchase Order hereunder, such Purchase Order will be considered issued for the purpose of authorization and Customer’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 Customer as set forth in this Agreement.

12.11 **Entire Agreement.** This Agreement, together with all schedules, exhibits, riders, attachments, addenda, documents referenced herein and any amendments which are hereby incorporated by reference, constitute 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 Customer 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.

12.12 **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.

13. Definitions.

“Customer” means the entity purchasing the Service and its Users

“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.

“Effective Date” means date on which this Agreement is executed by the last Party to sign it.

“ERC” (Emergency Response Center) means an external call center, contracted by Red Sky, staffed by trained and certified professionals that receive 9-1-1 calls which cannot be connected to the appropriate Public Safety Answering Point (“PSAP”).

“ERC Expenses” means costs incurred by Red Sky as a result of emergency 911 calls being routed to an ERC due to missing, incomplete or inaccurate location data and may sometimes be referred to as “Expenses”.

“Fees” means all fees (whether recurring or non-recurring) presented in a price Quote to Customer by Red Sky, or an authorized Red Sky reseller, and shall include Service Fees, Initiation Start-up Fees and fees for professional services.

“Purchase Order” means the written request to purchase the Services under this Agreement, either in the form of the execution of a written Quote from Red Sky, or an authorized Red Sky reseller, or a formal, written purchase order or similar documentation intended to achieve the same purpose, and that is acceptable to and has been accepted by Red Sky, or an authorized Red Sky reseller, either in writing, or by delivery of Services to Customer.

“Quote” means a written offer by Red Sky, or an authorized Red Sky reseller, to provide the Service.

“Service” means Red Sky’s E911 Manager MPC Service together with E911 Anywhere or separately which 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”). The Service may include Red Sky Software or a Red Sky proprietary agent, plug-in or similar software.

“Service Fee” means the annual or monthly fee to be paid by Customer as set forth in a price Quote or a Purchase Order.

Red Sky Technologies, Inc.

<Customer Name>:

Signature

Signature

Name

Name (typed or printed)

Title

Title

Date

Date

SCHEDULE A
RED SKY SOFTWARE AND SERVICES

RED SKY SERVICES

E911 Anywhere® is a Red Sky cloud service which can accept and route a 9-1-1 call to the appropriate PSAP based upon the location of the caller. E911 Anywhere® is a multi-tenant software application that is installed redundantly within and across redundant, geographically dispersed datacenters in the USA. E911 Anywhere® can be used in a stand-alone to support any enterprise voice platform and/or mobile users. E911 Anywhere® also features a series of value-added optional features to record or monitor 9-1-1 calls or features to notify personnel of a 9-1-1 call in progress. E911 Anywhere® also supports the MyE911® client which provides location tracking support for mobile soft client users.

RED SKY SOFTWARE PRODUCTS

MyE911® - an application that is typically installed on an end user's computing device, including Windows, MAC OS, Android, and iOS operating systems-based machines. MyE911® determines and tracks the location of the device when on a customer premise in conjunction with Red Sky's Horizon Mobility®, E911 Manager®, and/or E911 Anywhere® service. In addition, when the device is not able to be programmatically located, the end user is prompted to enter their dispatchable location, including street address, floor, and room/zone supplemental location data. The street address is validated for use by Horizon Mobility® or E911 Anywhere® and the user is provided with a positive acknowledgement of the address validation process.

EON – an application that is typically installed on a customer's Windows or MAC OS based workstation. The EON equipped machine requires an internet-based connection to Horizon Mobility®, E911 Manager®, and/or E911 Anywhere® in order to receive near real-time alerts. EON provides the customer with a positive alert that a 9-1-1 call has been made both visually and aurally. The alert requires customer acknowledgement to silence the alarm sound. All alerts and acknowledgements are logged.

E911 Manager® - an application that is typically installed on an end user's computing device either on a customer's premises or in a centralized data center. E911 Manager® determines and tracks the location of the device when on a customer premise in conjunction with a certified call server including Cisco CUCM/HCS/UCM-C, Avaya CM/SM/Aura, and Atos OSV. The location of the device is provided to the call server, typically expressed as an Emergency Line Identification Number or ELIN. E911 Manager® may also be used to provide 9-1-1 service providers with ELIN to dispatchable location relationships.

SCHEDULE B
ACTUAL EXPENSES

1. ERC Expenses

“ERC Expenses” are charges that are incurred as a result of a Failed End User emergency 9-1-1 call arriving at an external call center, the Emergency Response Center (“ERC”). A “Failed End User Emergency 9-1-1 call” arrives at an ERC, contracted by Red Sky, when there is no valid location address associated with the 9-1-1 call. The ERC is a 24x7 call center staffed by trained emergency services operators that provides a failsafe option to manually process 9-1-1 calls that cannot be immediately routed to the appropriate Public Safety Answering Point (PSAP) serving their location area due to an error with the location (e.g., an incorrect address, an address that was not registered or a location change that was not updated). Failed End User emergency 9-1-1 calls are answered by an ERC trained emergency services operator and, on a best-case basis, routed by the ERC to the appropriate PSAP based on the location communicated by the 9-1-1 caller.

The “per call” charge for calls that default to the ERC is \$100.00, the ERC Expense, under the terms of this Agreement. The Customer or its authorized reseller, will be billed for any ERC charges with a 30 day net payment requirement. Alternately, Customers may pre-purchase ERC calls as blocks of 10 calls which will be held in an account for the customer and each ERC call will be deducted from the Customer’s bank of ERC calls.

Schedule C to the Network Service Agreement between Red Sky and _____.

SCHEDULE C
STATEMENT OF WORK

Schedule D to the Network Service Agreement between Red Sky and _____.

SCHEDULE D
OPEN SOURCE SOFTWARE

Open Source Software for E911Manager/E911Anywhere

The below open source software is incorporated into Products distributed by Red Sky Technologies, Inc. All software falls under category OSS (per the DoD memo entitled “Clarifying Guidance Regarding Open Source Software (OSS)”). The license type for each component is indicated:

Software: CentOS

License URL: <http://www.gnu.org/licenses/gpl-2.0.html>

License Type: GNU General Public License Version 2, June 1991

Software: PostgreSQL

License URL: <https://www.postgresql.org/about/licence/>

License Type: PostgreSQL License

Software: Tomcat

License URL: <http://www.apache.org/licenses/LICENSE-2.0>

License Type: Apache License, Version 2.0.

Software: Asterisk

License URL: <http://www.gnu.org/licenses/gpl-2.0.html>

License Type: GNU General Public License Version 2, June 1991

Software: Spring

License URL: <http://www.apache.org/licenses/LICENSE-2.0>

License Type: Apache License, Version 2.0.

Software: Quartz

License URL: <http://www.quartz-scheduler.org/overview/license-and-copyright>

License Type: Apache License, Version 2.0.

Software: Guava

License URL: <http://code.google.com/p/guava-libraries/>

License Type: Apache License, Version 2.0.

Software: Apache

License URL: <http://www.apache.org/licenses/LICENSE-2.0.html>

License Type: Apache License, Version 2.0.

Software: J2SSH

License URL: <http://downloads.sourceforge.net/sshtools/>

License Type: Apache License, Version 2.0.

Software: OpenJDK

License URL: <http://www.gnu.org/licenses/gpl-2.0.html>

License Type: GNU General Public License Version 2, June 1991

Software: SLF4J

License URL: <http://www.slf4j.org/license.html>

License Type: MIT License

Software: JDOM

License URL: <http://www.jdom.org/docs/faq.html#a0030>
License Type: JDOM License

Software: Mybatis

License URL: <http://www.mybatis.org/about.html>
License Type: Apache License, Version 2.0.

Software: JUnit

License URL: http://junit.sourceforge.net/doc/faq/faq.htm#overview_7
License Type: Common Public License Version 0.5

Software: JNotify

License URL: <http://sourceforge.net/projects/jnotify/develop>
License Type: GNU Library or Lesser General Public License (LGPL)

Software: JMS

License URL: <http://www.java-opensource.com/open-source/jms.html>
License Type: Common Development and Distribution License (CDDL)

Software: Objenesis

License URL: <http://objenesis.googlecode.com/svn/docs/license.html>
License Type: Apache License, Version 2.0.

Software: SAAJ

License URL: <http://olex.openlogic.com/packages/saaj>
License Type: Common Development and Distribution License 1.0 (CDDL) and General Public License v2

Software: SNMP4J

License URL: <http://www.snmp4j.org/html/download.html>
License Type: Apache License, Version 2.0.

Software: WSDL4J

License URL: <http://wsdl4j.cvs.sourceforge.net/viewvc/wsdl4j/wsdl4j/license.html?revision=1.2>
License Type: Common Public License - v 1.0

Software: XOM

License URL: <http://www.xom.nu/license.xhtml>
License Type: GNU Lesser General Public License (LGPL) – v 2.1