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

INTRODUCTION.

This Network Service Agreement (the **"Agreement"**) between Red Sky Technologies, Inc. (**"Red Sky"**) and ("**End User"**) sets forth the call delivery solution services (the **"Services"**) and the responsibilities of Red Sky and End User in connection with Red Sky's network based solution, E911 Anywhere® Service (the **"E911 System"**). The Services Red Sky provides under this Agreement will enable the routing of End User's 9-1-1 emergency calls originating in the United States to the appropriate United States public safety answering point ("PSAP") based on a location assigned to a phone, endpoint or Emergency Location Identification Number ("ELIN")

PURPOSE

End User will use and undertakes to cause its Users to use the Services (including, the E911 System and the related interface) only for the purposes of establishing locations for phones and endpoints and for routing User 9-1-1 calls and for no other purpose.

FEES AND INVOICING.

3.1. Fees. All fees (whether recurring or non-recurring) presented in separate price quotations to End User by Red Sky or by an authorized Red Sky Reseller are subject to the terms of payment contemplated here and in the Agreement.

3.2. Initiation Start-Up Fee. End User will pay Red Sky or its authorized Reseller, an initiation start-up fee to begin service as presented in a separate price quotation to User by Red Sky or its authorized Resellers.

3.3. Grace Period. Service will be initiated upon payment of the Initiation Start-Up Fee. Upon the formal project "kick-off" meeting between the parties, a thirty (30) day Grace Period will begin. This Grace Period allows the user to implement and test the Services prior to incurring Service Fees.

3.4. Billing Period. End User will be billed by Red Sky or its authorized Reseller and will pay for Services in advance of service being provided. The Billing Period will be annual as presented in a separate price quotation.

3.5. Service Fee. End User will receive pricing based on the number of Emergency Location Identification Numbers ("phones, endpoints or ELINs"). End User will be billed by Red Sky or its authorized Reseller and will pay for service in advance of service being provided (the **"Billing Period"**). A "true-up" will be performed at the end of every annual Billing Period and End User will pay RedSky or its authorized Reseller for either the actual number of ELINs used during the Billing Period or the number of ELINs contracted for by this agreement, whichever is greater. <u>Red Sky agrees to hold service fees fixed and firm at $21.00 per ELIN per year for the quantity of 58 ELINs for a period of two years.</u>

3.6. Service Activation. The service will become active when either the Grace Period is exhausted or Red Sky completes all deliverables as defined in a separate Statement of Work ("SOW"). In either case Red Sky will provide written notice of Service Activation. The date of Service Activation will act as the start of the Billing Period.

3.7. Commitment Level. At a minimum, End User will pay the minimum annual service fee for a minimum term of one (1) year from the initiation of the Service.

3.8. Minimum Annual Fee. End User will pay the minimum annual fee of $1200.00 ($100.00 x 12 months).

TERM.

4.1. Term Period. The term of this Agreement will begin upon the date on which the End User accepts this Agreement (the "Effective Date") and continue until the end of the Term unless terminated by either party in accordance with Section 5 of the Agreement.

4.2. Renewal. The Agreement is renewed annually unless terminated by either party in accordance with Section 5 of the Agreement. Red Sky will notify the End User via email or in writing a minimum of 30 days in advance of the anniversary date of Service for Service renewal. At this time the End User has the option to modify their next annual term of service for the volume of ELINs.

TERMINATION.

5.1. Termination by End User. End User may terminate this Agreement:

5.1.1.   beginning one hundred eighty (180) days after the Effective Date, for convenience, after giving thirty (30) days notice to Red Sky; or

5.1.2.   if Red Sky is in default of any of its material obligations under this Agreement following sixty (60) days written notice and a right to cure during such period.

5.2.   <u>Termination by Red Sky</u>.   Red Sky may terminate this Agreement:

5.2.1.   if End User's hardware or software is incompatible with the E911 System or related network and systems, provided that End User is unable to correct such incompatibility within ten (10) days after notice thereof;

5.2.2.   within ten (10) days after notice thereof, if in the sole opinion of Red Sky, acting reasonably, End User abuses its use of the Services, including the use of the ECRC (defined below). For the purposes hereof, the term **"abuse"** means any use of the Services (including, the use of Red Sky's systems and resources) that disrupts the normal use of the Services for other customers of Red Sky;

5.2.3.   following thirty (30) days written notice and a right to cure, if End User is in default of any of its obligations under this Agreement;

5.2.4.   following thirty (30) days written notice and a right to cure for non-payment of fees due hereunder; or

5.2.5.   at Red Sky's convenience following one hundred and eighty (180) days notice.

5.3.   <u>Effects of Termination</u>.   If either of party terminates this Agreement, the parties expressly agree that:

5.3.1.   If End User terminates this Agreement, End User will promptly pay to Red Sky all fees related to the Services contemplated under this Agreement and the Agreement up to and including the last day of the month in which the termination takes effect. In addition, if the termination occurs within the first twelve (12) months, End User will owe Red Sky for balance of the monthly service fees due for the Commitment Level described in Section 3.7. If End User terminates for convenience after the first twelve (12) months, RedSky will refund the balance of monthly service paid for in advance beyond the month of termination.

5.3.2.   If End User terminates this Agreement because of an uncured default by Red Sky, End User will promptly pay Red Sky all fees for Services up to and including the last day of the month in which such termination takes effect;

5.3.3.   Red Sky will not be liable for any claims arising from or related to the termination of this Agreement and the Services (whether such termination is initiated by End User or Red Sky), except where End User terminates this Agreement because of an uncured default by Red Sky.

<u>RESTRICTION OF ACCESS</u>.

Red Sky may restrict or terminate the access of any End User's user (**"User"**) to the E911 System:

6.1. if User's hardware or software is incompatible with the E911 System and related network and systems, provided that User is unable to correct such incompatibility within ten (10) days of notice thereof;

6.2. immediately, without notice, if in the sole opinion of Red Sky, acting reasonably, User abuses the use of the Services, including the use of Red Sky's ECRC (defined below); or

6.3. if User engages in any acts or omissions that if engaged in by the End User would constitute a material default of any of its obligations under this Agreement or the Agreement.

<u>EXCLUSIVITY AND COMPETITION</u>.

Nothing herein will prohibit 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.

<u>PROVISIONING AND UPDATING OF USER DATA</u>.

8.1.   End User will provide location data for each phone, endpoint or ELIN using the E911 Anywhere™ System.

8.2.   Such location data will be as specific as possible to provide emergency personnel the information they require. Specific location must include, at a minimum the street address, city and state.

<u>End User Obligation to Ensure Accurate User data</u>.

9.1. END USER OBLIGATION. END USER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY END USER'S OBLIGATION AND RESPONSIBILITY TO ENSURE THAT CORRECT, ACCURATE AND CURRENT USER DATA IS ENTERED INTO THE INTERFACE FOR EACH PHONE, ENDPOINT OR ELIN.

9.2. _User Data Errors_. The E911 System may notify End User of any invalid or incomplete User data entered by the End User. In such event, End User will re-enter valid or complete User data in the E911 System. If End User is unable to enter such valid or completed User data, End User will promptly notify the Red Sky Technical Support Center by email (with delivery receipt of such email) or voice call for resolution. If Red Sky determines that the User data is invalid or incomplete, Red Sky will advise End User of that determination.

9.3. _Failover Call Routing to Red Sky's Call Center_. End User will be responsible for and will pay Red Sky for the applicable toll charges associated with failed User emergency 9-1-1 calls (due to invalid User data) that will be handled by an external call center, Emergency Call Routing Center, ("ECRC") contracted by Red Sky. A Failed User emergency 9-1-1 call is one that arrives at the ECRC because of no valid location address being associated with the 9-1-1 call. Failed User emergency 9-1-1 calls will be answered by a trained emergency services operator and, on a best case basis, routed by the ECRC to the appropriate PSAP, based on the location 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, 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 provide or provides the ECRC with invalid or incorrect information regarding their location or callback number.

9.4. _Connectivity; 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 E911 System network and portal.

9.5. _Monitoring and Management_. End User will regularly monitor and manage its network and equipment and undertakes to cause Users to regularly monitor and manage their networks and equipment to ensure that there is no interruption in connectivity with the E911 System's servers. End User will promptly notify the Red Sky Technical Support Center by email (with delivery receipt of such email) or voice call for resolution of any connectivity issues that may arise.

9.6. _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 Services. Such activities include but are not limited to hardware or software upgrades to voice and data network components.

9.7. _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.

RED SKY RESPONSIBILITIES.

10.1. _Maintenance_. 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.

10.2. _Maintenance Window_. A regularly scheduled maintenance window will be held every Tuesday from 1:00 AM through 4:00 AM Central Standard Time. Notifications will only be sent if service maintenance is planned. Notification will be provided a minimum of seventy-two (72) hours in advance of the window if maintenance activity is planned.

10.3. _End User Interface Access_. Red Sky will establish End User access to the E911 System for submission of End User's User data.

SERVICE ALTERATIONS – POLICY STATEMENT.

Red Sky may alter the Services to improve products and services as new technology, software and hardware become available. Red Sky therefore, may change underlying components of the Service without prior notice provided any such modifications will not materially or adversely affect the Services described in this Agreement. If the change will adversely impact End User, Red Sky will notify End User in advance of the implementation of the change.

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 Services in effect at the time of delivery. If, it is determined that the Services do not operate according to the product specifications due to Red Sky's fault, Red Sky will undertake good faith efforts to cure the nonconformity. End User's only remedy in the event of nonconformity in the Services, or for breach of any warranty is, at Red Sky's option, either (i) repair of the Services or (ii) return of the Services fee for the Services. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 12, RED SKY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER,

INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES, THEIR MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATIONS OF LIABILITY.

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 DURING THE PRIOR TWELVE (12) MONTHS FOR THE SERVICE THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. RED SKY WILL NOT BE LIABLE FOR ANY LOSS, DIRECT OR INDIRECT OR INCIDENTAL, INCLUDING GOOD WILL, SPECIAL AND CONSEQUENTIAL DAMAGES, THAT MAY ARISE FROM THE UNAUTHORIZED USE, OPERATION, OR MODIFICATION OF THE SERVICES BY END USER. 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.

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 claims, actions, damages, liabilities, costs, judgments or expenses (including but not limited to filing fees, expert fees, attorney fees) arising out of or relating to the: (i) ECRC services contemplated in this Agreement (including without limitation, ECRC's inability to re-route a User's emergency 9-1-1 call to the appropriate PSAP due to any invalid or incomplete User data provided by End User or End User's User , (ii) any invalid or incomplete User data provided by End User, (iii) the termination of the Services by End User or Red Sky, or (iv) the incompatibility of End User's hardware or software with the E911 System.
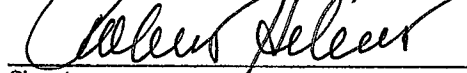
RedSky Technologies, Inc.

Signature

Name

Title

Date

End User Fort Bend County

Signature

Robert E. Hebert
Name

County Judge
Title

1-29-2013
Date

-4-

STATEMENT of WORK

Between

RedSky Technologies, Inc.
And

Fort Bend County, TX

This Statement of Work ("SOW") is between RedSky Technologies, Inc. ("RedSky") and Fort Bend County, TX ("Customer"), and sets forth the business parameters and other matters regarding services that CUSTOMERNAME has engaged RedSky to provide hereunder (the "Services"). When mutually executed, this SOW becomes contractually binding upon Redsky and Customer, and shall be subject to the terms and conditions of Network Service Agreement (the "Agreement") between the parties hereto. Capitalized terms in this SOW, if not defined herein shall have the meaning in the Agreement.

1.0 Overview

E911 Anywhere™ is a Software as a Service offering that allows businesses to have a cost effective option for E911 compliance. Customer can use the E911 Anywhere™ web portal to register the location of every phone in their enterprise and have emergency calls routed to the correct Public Service Answering Point based on the location of the caller.
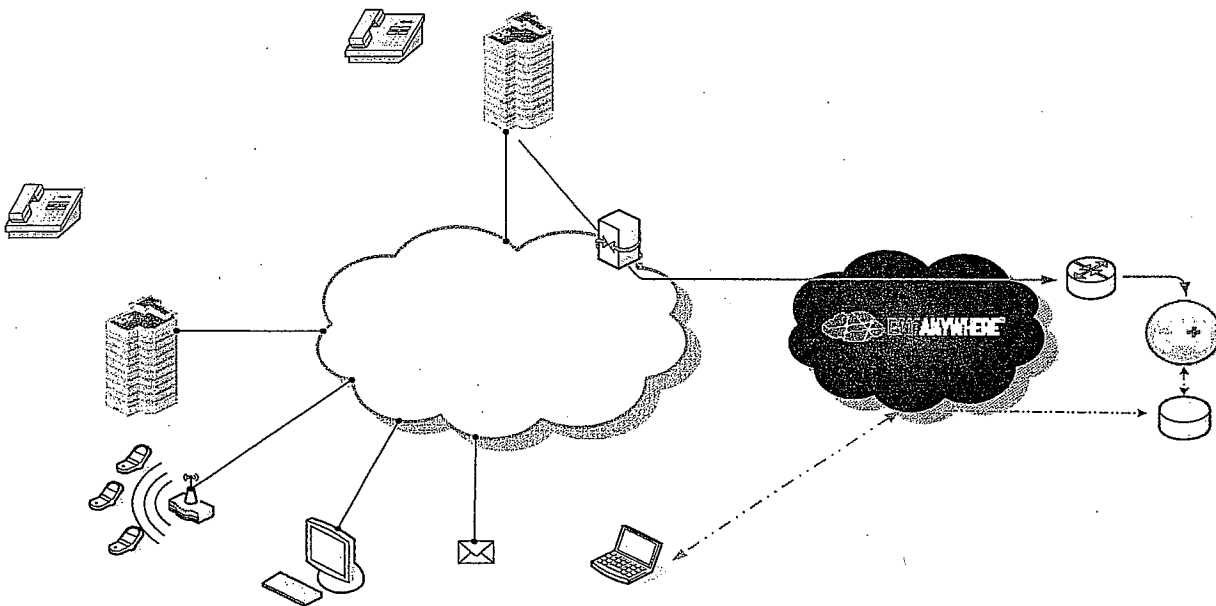
2.0 Solution Design

Figure 1 (Software Design)

Figure 1 provides an overview of the E9-1-1 solution provided by RedSky. This Solution Design meets Customer's E9-1-1 requirements for telephones within the United States. As set forth in Section 5 (Project Scope), RedSky will provide access to E911 Anywhere to Customer which includes the following components:

- Emergency Call Delivery Interface
- Location Provisioning Interface
- Emergency On-Site Notification

3.0 Definitions/ Acronyms

Terms used herein with initial capital letters shall have the respective meanings set forth (i) in this SOW, if defined herein, or (ii) in the Agreement. When used in this SOW, the definitions and acronyms listed below shall have the following meanings:

"**ALI**" means automatic location information.
"**Anniversary Date**" means the date in which annual renewals will occur
"**ANI**" means automatic number identification.
"**API**" means application programming interface.
"**E911A**" means E911 Anywhere™.
"**ELIN**" means a valid North American Numbering Plan format telephone number, assigned to the MLTS Operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP.
"**EON**" means Emergency Onsite Notification.
"**ERL**" means emergency response location.
"**LEC**" means local exchange carrier.
"**MSLA**" means master software licensing agreement.
"**ND**" means network discovery.
"**OEM**" means original equipment manufacturer.
"**PBX**" means private branch exchange.
"**PM**" means project manager.
"**PSAP**" means public safety answering point.
"**PS-ALI**" means (Private Switch) automatic location information.
"**PSTN**" means public switched telephone network.
"**SaaS**" means software as a service.
"**SMS**" means short message service.
"**SNMP**" means simple network management protocol.
"**SSH**" means secure shell.
"**VM**" means virtual machine.
"**VPC**" means voice positioning center.

4.0 Project Term

This SOW will begin upon execution of the SOW by both Parties ("Execution Date") and end sixty (60) days from the Execution Date unless terminated in accordance with the terms of the Agreement.

5.0 Project Scope

The Customer and RedSky will be required to perform specific tasks as outlined in this Section.

5.1 General E911A Requirements

The following requirements are needed for all E911A solutions.

5.1.1 Customer Responsibilities
5.1.1.1 Execute the Agreement
5.1.1.2 Complete a Project Completion Checklist within ten (10) days upon submission from RedSky
5.1.1.3 Route properly formatted calls to E911A as defined in the ICD (Attachment A)
5.1.1.4 Complete the Customer Information Worksheet (Attachment B)
5.1.1.5 Ensure all relevant personnel are available during the defined testing period
5.1.1.6 Follow the mutually agreed to call script during emergency test calls
5.1.1.7 Administrators must have access to a supported web browser:
    a   Internet Explorer 9 (or higher)
    b   Firefox 4 (or higher)
5.1.1.8 Administrator must have network access to https://anywhere.redskytech.com
5.1.1.9 Customer must be capable of configuring and troubleshooting all required hardware and software needed during the implementation, including but not limited to:
    a   Call servers
    b   Data switches
    c   Firewalls
    d   Session border controllers

5.1.2 RedSky Responsibilities
5.1.2.1 Establish an E911A account on Customer's behalf
5.1.2.2 Assign a PM that will act as the Customer's point of contact for RedSky during the scope of the project
5.1.2.3 Consult with Customer to determine best practices for defining ELINs and ERLs
5.1.2.4 Consult with Customer to determine the best method of call routing
5.1.2.5 Provide Customer with a project plan defining a high-level overview of the project including all major milestones
5.1.2.6 Provide Customer with the E911 Anywhere Customer Information Worksheet
5.1.2.7 Provide Customer with access to the E911A web portal
5.1.2.8 Populate E911A with all information provided in the Customer Information Worksheet
5.1.2.9 Perform emergency test calls on a mutually agreed upon subset of buildings not to exceed ten (10) percent of the total buildings defined in the Customer Information Worksheet
5.1.2.10 MSAG Validate all ERLs defined in the Customer Information Worksheet
5.1.2.11 Accept properly formatted calls from Customer as defined in the ICD
5.1.2.12 Provide an administration guide and training syllabus to the Customer
5.1.2.13 Provide remote training sessions for up to eight (8) designated agents of the Customer for all topics defined in the training syllabus

6.0 Deliverables and Cost

6.1 Deliverables

Deliverables	Description
a. E911A Setup and Activation	a. RedSky will open an account for the Customer in E911A
b. Training and Documentation	b. Customer Training on the E911 Manager software and the Anywhere Network Service. Training and User

Administration Guide	documentation provided.
c. EON Client	c. Optional software client which resides on a workstation that will receive emergency notifications
d. MyE911 Client	d. Optional software client which resides on a laptop or workstation which provides real time location updates for softphone users

6.2 Description of Costs

6.2.1   E911 Anywhere Annual Service Fee – Annual service contract for ELIN usage with E911 Anywhere

6.2.2   E911 Anywhere Network Service Activation – One time service activation fee. RedSky will establish an account for Customer in its E911A service

6.2.3

6.2.4   EON Client for E911 Anywhere – Optional Emergency On-Site Notification software client for E911A. MyE911 Client for E911 Anywhere – Optional software client for laptops that allows real time location updates for softphone users

6.3 Invoicing Triggers

6.3.1   E911 Anywhere Annual Service Fee – invoiced upon Customer Acceptance or thirty (30) days after project kickoff call. The date of invoicing will become Customer's Anniversary Date for service renewal. Subsequent annual service fees will be invoiced on Anniversary Date.

6.3.2   E911 Anywhere Network Service Activation – invoiced upon execution of this SOW.

6.3.3   EON Client for E911 Anywhere Annual Service – invoiced upon execution of this SOW. Subsequent annual service fees will be invoiced on Anniversary Date.

6.3.4   MyE911 Client for E911 Anywhere Annual Service – invoiced upon execution of this SOW. Subsequent annual service fees will be invoiced on Anniversary Date.

6.4 Project Schedule

The Project has a series of four (4) Phases:
- The Assessment Phase will begin upon the Kick-off Meeting. Kick-off Meeting will be scheduled within seven (7) days after the SOW and Network Service Agreement are executed and a PO is received.
- Implementation Phase involves the setup and configuration of the solution.
- Validation Phase includes testing and validation of the solution.
- Training and Transfer Phase provides training to the Customer and Acceptance of the solution.

RedSky and Customer have dedicated tasks and responsibilities in each phase:

Phase 1: Assessment Phase -- *Estimated 1 week*
- RedSky and Customer consult about ELIN and ERL definitions
- RedSky and Customer consult about call routing
- Customer provides RedSky with a completed Customer Information Worksheet

Phase 2: Implementation Phase -- *Estimated 1 week*
- RedSky populates E911A database with locations, users, and ELINs
- RedSky and Customer configure call routing method including but not limited to:
  - o Transport Method
  - o Codec
  - o Encryption
  - o Routing
- Customer configures call server for digit manipulation or pattern matching (if required)

Phase 3: Validation Phase -- *Estimated 1 week*
- Customer performs test call to RedSky to ensure proper 10-digit ELIN is outpulsed
- RedSky and Customer perform end-to-end testing with a call to the PSAP
- Customer confirms that EON alerts were received

Phase 4: Training and Transfer Phase -- *Estimated 1 week*
- RedSky performs solution training
- Customer provides Acceptance

7.0 Contact Information

RedSky Primary Contact:
Name: Bridget Barr
Title: Regional Director of Sales
Email:bbarr@redskytech.com
Phone Number: 312-221-9704

RedSky Secondary Contact:
Name:
Title:
Email:
Phone Number:

Customer Primary Contact:
Name:
Title:
Email:
Phone Number:

Customer Secondary Contact:
Name:
Title:
Email:
Phone Number:

8.0 SOW Change of Scope Procedure (if applicable)

All changes to a SOW shall be coordinated with Customer and RedSky, and processed in accordance with the Change Management Process. Any change to this Statement of Work shall be provided in writing and mutually agreed to by both parties before being accepted and included as a part of this SOW Agreement.

The attached Project Change Order Form, Attachment C, shall be utilized to document any change to this existing SOW. All SOW changes must be mutually approved and signed by both parties.
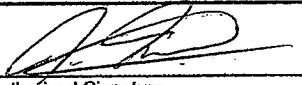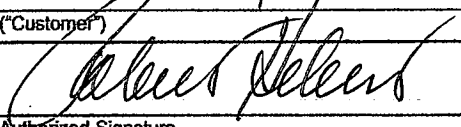
9.0 Acceptance of Deliverables

RedSky will notify Customer when each Deliverable and Product is ready for Acceptance. Customer shall use reasonable efforts to accept or reject each Deliverable and Product, in writing, within thirty (30) business days from the receipt of the Deliverable or Product (or such other time period as specified in the Agreement ("Acceptance Period"). If rejected, Customer shall clearly state the reason(s) for rejection. Within five (5) business days of the notice of rejection (or such other time period as specified in the Agreement), RedSky shall

present a corrective action plan to Customer, for Customer approval. RedSky shall then make the corrections and resubmit the Deliverable or Product to Customer, without any additional cost or expense to Customer.

10.0 Purchase Order

The parties agree that this SOW describes certain Services to be performed by RedSky Technologies, Inc. for Customer. RedSky Technologies, Inc. acknowledges and agrees that the Services described herein shall not commence until Customer issues a Purchase Order incorporating this SOW and delivers the Purchase Order to RedSky Technologies, Inc.

In WITNESS WHEREOF, the parties have entered into this Statement of Work.

RedSky Technology, Inc	Fort Bend County
("RedSky")	("Customer")
[signature]	*[signature]*
Authorized Signature	Authorized Signature
Jason Forehand	Robert E. Hebert
Print Name	Print Name
VP, Software Services	County Judge
Title	Title
1/24/12	1-29-2013
Date	Date