RED SKY TECHNOLOGIES, INC.
MASTER SOFTWARE LICENSE AND
NETWORK SERVICE AGREEMENT

This Master Software License and Network Service Agreement ("**Agreement**") dated _____ ("**Effective Date**") is entered into by and between

_____ a _____corporation, with its principal place of

business at _____("**Customer**") and Red Sky Technologies, Inc., an Illinois corporation, with its place of business at 333 N Michigan Ave, 16ᵗʰ Floor, Chicago, IL 60601 ("**Red Sky**").

1. The Products: Red Sky provides and maintains, in the United States and Canada, an emergency call delivery solution comprised of the Software Products and Service(s) described in Schedule A. The Parties agree that Red Sky will license certain Software Product(s) and provide Service(s) to the Customer subject to the terms and conditions of this Master Software License and Network Service Agreement. Therefore, in consideration of the mutual promises and upon the terms and conditions set forth in this Agreement, the adequacy of which consideration is hereby accepted and acknowledged, the Parties agree as follows:

2. <u>DEFINITIONS</u>. Capitalized terms shall be given the meaning in the main body of the Agreement or the Statement of Work, attached hereto as Schedule C.
    2.1. **"Agreement"** means this Master Software License and Network Service Agreement together with any riders, schedules, exhibits, addenda, attachments and amendments thereto as they apply to the ordering by Customer of Software Product(s), Service(s) and Professional Services from Red Sky all of which are hereby incorporated by reference.
    2.2. "**Affiliates**" means those legal entities in which Customer owns or controls, directly or indirectly, more than fifty percent (50%) of such entity's outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).
    2.3. "**Attachments**" means any of the documents referenced in this Agreement. By being referenced herein they are made a part hereof.
    2.4. **"Call Server"** means the Server used by Customer to deliver distributed telecommunications services. The number of Call Servers will be used in determining the type and size of license purchased. The term "Call Server" may be used interchangeably with the term "PBX".
    2.5. **"Client"** means a computer device that is part of a network, connected to a Server and which incorporates the object code licenses for the Software Product(s) for such device and on which the Software is used or is managed.
    2.6. **"Device"** means an end point capable of making a voice telephone call such as an IP hard phone, laptop, tablet, or smartphone that is capable of running a Unified Communications soft client for telephony defined to Customer's PBX or Call Server that will determine the type and size of license purchased.
    2.7. **"Documentation"** means all instructions, information manuals, user guides and other information whether in printed or electronic form relating to the use, operation, performance specifications and updating of the Red Sky Software Product(s) and Service(s).
    2.8. **"Fees"** means Software license fees, Service fees, Professional Service fees and all other fees, expenses or charges, including ERC Expenses as set forth in Exhibit B, arising under this Agreement.
    2.9. **"Ports"** means the interfaces on the data or voice network into which an IP telephone can be connected that have been defined in Customer's PBX/Call Server.
    2.10. **"Private Branch Exchange," "PBX"** means an electronic system used by Customer to deliver telecommunications services. The number of PBXs will be considered in determining the type and size of license purchased. The term "PBX" may be used interchangeably with the term "Call Server".
    2.11. **"Purchase Order"** means the written request to purchase Service(s), a license to the Software Product(s), or Professional Services under this Agreement, either in the form of the execution of a written Quotation from Red Sky 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, either in writing, or by delivery to Customer of Software Product(s), Service(s) or Professional Services.
    2.12. **"Quotation"** means a written offer by Red Sky, or an authorized Red Sky reseller, to license Software Product(s), or provide Service(s) or Professional Services.
    2.13. **"Server"** means a computer that, as a component of a network, (A) provides shared services to workstations over a network, (B) facilitates other stations, or (C) handles the requests of a system or software at another site, and that

incorporates the object code of the Software Product(s) licensed by Customer.

2.14. **"Service(s)"** means Red Sky's network based emergency call delivery solutions as more fully described in Exhibit A. The specific Service(s) purchased hereunder are those specified in the Purchase Order and the Statement of Work.

2.15. **"Software"** means the software component of the Software Product.

2.16. **"Software Product(s)"** means one or more Red Sky proprietary computer software programs, in object code format, and their related materials. Software Product(s) includes the user manuals, documentation, and software release notes associated with such computer software programs (collectively the **"Documentation"**). Software Product(s) are listed in Red Sky's current commercial price list or a Quotation. Software Product(s) includes updates, modifications and new releases of such computer software program and Documentation as may be provided by Red Sky to Customer from time to time. The specific Software Product(s) licensed hereunder are those products specified in the Purchase Order and Statement of Work.

2.17. **"Statement of Work"** means a separate written document signed by the Parties that describes the Software Product(s), Service(s) and Professional Services to be provided by Red Sky, or an authorized Red Sky reseller, and which may include acceptance criteria, invoicing triggers and project timelines.

2.18. **"Stations"** means the number of telephones that have been defined to Customer's PBX or Call Server that will determine the type and size of license purchased.

2.19. **"Switch"** means a Layer 2 IP device that distributes IP packets to Ports and Stations connected to the Switch.

3. LICENSE GRANT AND RESTRICTIONS FOR THE SOFTWARE PRODUCT(S).

   3.1. GRANT OF LICENSE. Subject to the terms and conditions of the Agreement, Red Sky hereby grants Customer a non-exclusive, non-transferable, perpetual license during the Term under Red Sky's intellectual property rights in the Software Product(s) to use such number of copies of the Software Product(s) as is identified in the Quotation delivered to Customer and accepted by Customer or as set forth in Customer's Purchase Order, provided such use is solely for Customer's normal, internal business purposes and is in accordance with this Section 3.

   3.2. SCOPE OF USE. Software is licensed based the number of Stations, Devices, Ports, PBX or Call Servers in the Customer's environment. Customer may install and use a number of copies of the Software Product(s) up to the maximum number of copies of each Software Product as is described in Customer's Quotation or Purchase Order and for which Customer has paid the applicable License Fee. Customer may also make a reasonable number of copies of the Software in machine-readable form solely for archive or backup purposes in accordance with Customer's standard archive or backup policies and procedures. Use of a number of copies of the Software Product(s) greater than the maximum number of licenses purchased and paid for is prohibited and any such use will be subject to additional License Fees. Customer must notify Red Sky of such increase and pay the additional License Fees. Failure to do so may impact the functionality of the Software.

   3.3. SOFTWARE LICENSE USE RESTRICTIONS.

      3.3.1. General. Customer acknowledges that the Software Product(s) contain proprietary information of Red Sky or its licensors and Customer will take reasonable steps to ensure that the Software Product(s) will not be reproduced or disclosed to others in whole or in part, without the prior written permission of Red Sky. Other than in accordance with this Agreement, Customer will not, and will not knowingly permit others to, (i) use, copy, duplicate, or otherwise reproduce any part of the Software Product(s); (ii) modify, adapt, translate, distribute, publicly display, publicly perform or create derivative works based in whole or in part, upon any Software Product(s), (iii) lease, license, sublicense, transfer or assign any of its rights under this Agreement; (iv) sell, rent, distribute, provide access to the Software Product(s) or in any way allow third parties to exploit the Software Product(s); (v) reverse engineer, decompile, disassemble or otherwise attempt to derive any of the source code for the Software; or (vi) employ any methods to disable, circumvent or otherwise bypass computer programming and encryption files designed to prevent unauthorized access and use of the licensed Software Product(s). The rights granted Customer hereunder are restricted exclusively to Customer and Customer will advise all parties with access to the Software Product(s) or the output of the Software Product(s) of these restrictions. The prohibitions on disclosure will not apply to disclosures by Customer to its agents, contractors or employees provided such disclosures are reasonably necessary to Customer's authorized use of the Software Product(s), and provided further that Customer will take reasonable steps to ensure that the Software Product(s) are not disclosed by its agents, contractors and employees in contravention of this Agreement. In the event of a breach of the Agreement, Red Sky may not have an adequate remedy at law and injunctive or other equitable relief will be permitted to remedy such breach. The obligations of this Section 3 will survive the expiration or termination of this Agreement.

      3.3.2. USE ON OTHER SERVERS; Customer may, without incurring additional License Fees, move the Software Product(s) to and use the Software Product(s) on other Servers (i) temporarily, because of equipment or software malfunctions, or (ii) permanently, onto replacement Servers if the original Servers are replaced by Customer provided: (a) there is no increase in the number of copies of the Software Product(s) in use, and (b) if Customer permanently transfers the Software Product(s) to Servers at a different location that physically replace the original Servers, Customer will completely cease the use of the Software Product(s) on the original set of Servers and will promptly give Red Sky written notice of such relocation. Failure to do so may impact

the functionality of the Software Product(s). Additional License Fees will be invoiced to Customer when Customer either (x) increases the number of computers using the Software, or (y) transfers copies of the Software Product to additional computers that are not then licensed to use the Software Product(s) and for which the applicable License Fees have not been paid.

3.3.3. <u>TRANSFER OF LICENSE GRANT</u>. Following thirty (30) days written notice, Customer may, with Red Sky's concurrence (which will not be unreasonably withheld) transfer the license granted hereunder provided that, either Customer or transferee, directly or indirectly, holds a majority interest in the other. As a condition of Red Sky's consent, transferee must assume, in writing, Customer's obligations under the Agreement and Customer must remain liable hereunder. Under no circumstance will such transfer be permitted if Customer is in default under the terms of this Agreement.

3.3.4. <u>TITLE</u>. Copies of the Software Product(s) transferred pursuant to this Agreement are licensed and not sold. This Agreement grants Customer no title or rights of ownership in the Software Product(s). All Software Product(s) furnished by Red Sky, and all copies thereof made by Customer, including translations, compilations, and partial copies, and all patches, revisions, and updates thereto are and will remain the property of Red Sky or Red Sky's licensors, as applicable. All Red Sky **"Proprietary Information"** (defined below) and title to all patents, copyrights, trade secret rights anywhere in the world, and other intellectual property and rights in or related to the Software Product(s) and Service(s) will be the sole property of and remain with Red Sky or its licensors, as applicable. Red Sky Proprietary Information includes, but is not limited to, Red Sky E911Manager® software including all E911 Manager® software modules and clients and related Documentation, Red Sky E911 Anywhere Service and any modifications thereto developed in whole or in part by Red Sky.

3.3.5. <u>DOCUMENTATION and PROPRIETARY MARKINGS</u>. Documentation is provided on-line to the Customer for its internal use only and only in conjunction with its use of the Software Product(s) and Service(s). Customer may make a reasonable number of copies of the Documentation. Customer will not remove or destroy any proprietary markings or proprietary legends placed on or contained within the Software Product(s),Service(s), Documentation, or any related materials. Additionally, Customer will reproduce and include Red Sky's proprietary, copyright, and other intellectual property markings and notices on any and all copies of the Software Product(s), Service(s), Documentation and related materials, or on any portion thereof.

3.3.6. <u>VERIFICATION OF SOFTWARE PRODUCT(S) DEPLOYED</u>. Upon reasonable advance notice to Customer and on a non-interference basis with Customer's normal business operations, Red Sky may verify the number of Software Product(s) and Licenses that Customer has placed into use under the Agreement. Unless a previous verification has shown a discrepancy, such verification will not be conducted more frequently than once per year. If a discrepancy is found, the verification may be conducted quarterly at the discretion of Red Sky.

3.3.7. <u>No Implied Licenses</u>. Any use, modification or distribution of the Software Product(s) by Customer outside the scope of the express licenses granted is prohibited.

4. <u>PAYMENTS</u>. **(Check One)**

4.1. ☐   **If Customer is acquiring the Software Product(s) and Service(s) directly from Red Sky:**

4.1.1. Pricing: Fees for the Software Product(s) ("License Fees"), Service(s) ("Service Fees") and Professional Services are charged in accordance with the Purchase Order, Quotation, or Statement of Work as applicable.

4.1.2. Payment Terms: All payments are due within thirty (30) days after the date of the invoice unless other terms are described Red Sky's Quotation or Statement of Work. Customer's obligation to pay all accrued charges will survive the expiration or termination of the Agreement. Invoices remaining unpaid for sixty (60) days beyond the date payment is due will accrue interest at the rate of one and one-half percent (1½%) per month, or at the maximum rate permitted by applicable law, whichever is less, on the unpaid amount. Customer will pay Red Sky's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

4.1.3. Red Sky will invoice Customer as follows:

4.1.3.1. <u>Software Product(s)</u> – Red Sky will invoice Customer upon shipment of the Software Product(s) to Customer.

4.1.3.2. <u>Audit Services</u> - Red Sky will invoice Customer upon completion of the audit or will issue a milestone invoice as outlined in the Statement of Work.

4.1.3.3. <u>Professional Services</u> - Red Sky will invoice Customer upon completion of the Professional Services or will issue a milestone invoice as outlined in the Statement of Work.

4.1.3.4. <u>E911 Anywhere Annual Service Fee</u> – Red Sky will be invoice Customer as outlined in the Statement of Work. The date of Service Activation will act as the start of the Billing Period.

4.1.3.5. <u>ERC Expenses</u> – Red Sky will invoice for ERC Expenses as outlined in the Statement of Work. An emergency 911 call that cannot be connected to the appropriate PSAP will be routed to an ERC contracted by Red Sky and Customer will be responsible for and will reimburse Red Sky for all costs

and expenses associated with any calls that are routed to the ERC ("ERC Expenses"). ERC Expenses are more fully described in Exhibit B.

4.1.3.6. <u>Software Maintenance and Support</u> - Red Sky will invoice Customer for software maintenance and support annually in advance of the maintenance period.

4.1.4. <u>RISK OF LOSS.</u> Delivery and risk of loss will pass to Customer FOB Customer's ship to address.

4.2. □ **If Customer is acquiring the Software Product(s) and Service(s) through an authorized Red Sky reseller:**

4.2.1. Reseller will invoice Licensee for the Software Product(s) upon shipment to Customer and payment terms and conditions will be governed by the authorized reseller's Quotation to Customer.

4.2.2. Invoicing and payment terms for Service(s) will be governed by the authorized reseller's Quotation to Customer.

4.2.3. <u>RISK OF LOSS.</u> Delivery and risk of loss will pass to Customer FOB Customer's ship to address.

5. <u>WARRANTY.</u>

5.1. <u>LIMITED WARRANTY.</u> Red Sky warrants to Customer that for a period of one (1) year from delivery of the Software Product(s) or Service(s), as applicable, by Red Sky (the **"Warranty Period"**), the unmodified Software Product(s) or Service(s) will be capable of operating substantially in conformance with the Product Specifications in effect at the time of delivery when operated in accordance with the applicable Documentation. If, during the Warranty Period, it is determined that the Software Product(s) or Service(s) do not operate in substantial conformance with the Product Specifications, Red Sky will undertake good faith efforts to cure the nonconformity. Customer's only remedy in the event of nonconformity in the Software Product(s) or Service(s) or for breach of any warranty is, at Red Sky's option, either (i) repair or replacement of the Software Product(s) or Service(s) or (ii) return of the Fees paid for the nonconforming Software Product(s) or Service(s) as applicable.

5.2. <u>DISCLAIMERS.</u> EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5, RED SKY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SOFTWARE PRODUCT, SERVICE(S) OR ASSOCIATED PROFESSIONAL SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. Red Sky does not warrant that the Software Product(s) or Service(s) will perform without error or 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 Software Product(s) made by anyone other than Red Sky unless Red Sky approves such modification in writing; or (ii) use of the Software Product(s) or Service(s) in combination with any operating system not authorized in the Documentation or Product Specifications.

6. <u>STANDARD MAINTENANCE AND SUPPORT FOR THE SOFTWARE PRODUCT(S), AND PROFESSIONAL SERVICES.</u>

6.1. <u>STANDARD MAINTENANCE AND SUPPORT FOR THE SOFTWARE PRODUCT(S).</u> The License Fee for the Software Product(s) includes one year of warranty maintenance and support beginning on the date of the installation of the Software Product(s) (the **"Warranty Maintenance Period"**). Prior to the Warranty Maintenance Period, Customer will follow and implement all Software installation instructions of Red Sky, its officers, agents and employees. During the Warranty Maintenance Period and during any subsequent period for which Customer has paid in advance for software maintenance and support services, Red Sky will provide certain basic maintenance and support of the Software Product(s).

6.1.1. <u>SCOPE OF STANDARD MAINTENANCE AND SUPPORT FOR THE SOFTWARE PRODUCT(S).</u> The specific services included in Red Sky's standard maintenance and support are more fully set forth below. In order to receive the standard maintenance and support services defined in this Section 6 and the Statement of Work, Customer must bring or maintain all licensed Software Product(s) at a single location at the current level of dot release or major release, as the case may be. Standard maintenance and support will include i) Red Sky software installation, deployment assistance and/or training in the Software; and ii) software product updates (**"dot release"**). Red Sky will make available all dot releases of the version of the Software licensed to Customer. Dot releases typically feature modifications, updates, enhancements, and corrections to the current revision of Software. For example, if Customer purchased a license to version 6.0, Customer will receive dot releases v6.1 through v6.9 should those releases be generally distributed to other users of the Software Product(s). Dot releases are provided at "no charge" to Customer during the Warranty Maintenance Period or any other maintenance period for which fees have been paid under an annual maintenance and support plan. Customer is not eligible to receive the next major release of the Software free of charge when and if it is available. No claims for loss, damage or injury may be brought against Red Sky by Customer or any third party unless all installation, maintenance and support instructions have been followed. Customer will indemnify and hold Red Sky, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees if all instructions have not been followed.

6.1.2. <u>REMOTE ACCESS FOR STANDARD MAINTENANCE AND SUPPORT.</u> Customer will provide Red Sky with remote access to its computer system to permit remote installation of Software Product(s) and technical

support. Red Sky agrees to abide by Customer's security policy in effect at the time. If Customer cannot or will not provide remote access to its computer system, technical support can only be provided via telephone using an employee of the Customer as an on-site proxy to address any issues; in this case, no service level response times can be assured

      6.1.3. <u>RENEWAL OF STANDARD MAINTENANCE AND SUPPORT.</u> At the end of the Warranty Maintenance Period the software maintenance and support services will renew annually, unless Customer notifies Red Sky of its intent not to renew 30 days before any renewal date. For each subsequent year after the Warranty Maintenance Period, Red Sky's obligation to provide software maintenance and support services as described in this Section 6 and the Statement of Work will continue if Customer pays the current Red Sky software maintenance and support charges or has pre-paid a multi-year maintenance contract. Within ninety (90) days prior to the expiration of Customer's Warranty Maintenance Period or a subsequent annual maintenance period, Red Sky will provide notice of expiration and an invoice for the subsequent annual period of maintenance. Customer's software maintenance and support services will continue unabated provided payment for annual maintenance and support is received no less than thirty (30) days prior to the expiration of the current software maintenance term.

      6.1.4. <u>CANCELLATION OF STANDARD SOFTWARE MAINTENANCE AND SUPPORT.</u> Customer may cancel its software maintenance and support plan effective as of the expiration of the maintenance term, for all its Software Product(s), or for a group of locations or licenses, by written notice to Red Sky received no less than thirty (30) days prior to the expiration of the current maintenance term. If there is an increase in annual software maintenance and support charges over the preceding year Customer may give Red Sky written notice of cancellation within thirty (30) days of receipt of Red Sky's invoice or price Quotation notice showing such increase.

  6.2. <u>PROFESSIONAL SERVICES.</u> For the purpose of this Agreement, **"Professional Services"** will be defined as those services that are provided by Red Sky personnel in support of the implementation of the Software Product(s) and which are not included as standard software maintenance and support. Professional Services will be provided, if ordered by Customer by a Purchase Order, an accepted Quotation, or a separate Statement of Work signed by the parties. The following terms and conditions will apply to Professional Services supplied by Red Sky to Customer.

      6.2.1. <u>SCOPE OF PROFESSIONAL SERVICES.</u> Red Sky will perform the Professional Services defined in Customer's Purchase Order, accepted Quotation or Statement of Work. The Software and the tangible output of services provided to Customer by Red Sky will not constitute works for hire.

      6.2.2. <u>FEES FOR PROFESSIONAL SERVICES</u> The fees for specific Professional Services will be defined in a Purchase Order, Quotation or in a Statement of Work. If Customer is purchasing Professional Services directly from Red Sky, Red Sky will invoice Customer for the Professional Services and payment terms and conditions will be governed by the Red Sky Quotation to Customer. If Customer is acquiring Software Product(s) through an authorized reseller of Red Sky products, the reseller will invoice Customer for the Professional Services and payment terms and conditions will be governed by the authorized reseller's Quotation to Customer. Red Sky hourly Professional Service Fees are in the amount of $250.00 per hour, or $2,000 per day plus travel costs including coach airfare, hotel and car rental and a $50.00 per diem for meals and related expenses.

      6.2.3. <u>TERM OF PROFESSIONAL SERVICES.</u> The term of Professional Services will begin and terminate on the dates stated in Customer's Purchase Order, Quotation or Statement of Work that has been accepted by an official of Red Sky unless earlier terminated pursuant to paragraph6.2.4 below.

      6.2.4. <u>TERMINATION OR DELAY OF PROFESSIONAL SERVICES.</u> The Professional Services may be terminated by either Party at any time for any reason, with or without cause, by giving ten (10) days prior written notice to the other Party. If Customer delays the start of the contracted Professional Services, delays the continuation of the Professional Services by Red Sky or terminates Professional Services before the end of the engagement for the Professional Services described in the accepted Quotation, Customer's Purchase Order or a Statement of Work, Customer will pay Red Sky for Professional Services completed prior to the effective termination date and reasonable and actual costs incurred by Red Sky as a result of such delay or termination.

  6.3. <u>CONSENT TO SUBCONTRACT.</u> Customer hereby consents for Red Sky to subcontract services to persons or companies qualified and certified by Red Sky to provide services on Red Sky's behalf.

  6.4. <u>UPGRADES.</u> Customer understands and acknowledges that Red Sky may develop and market new or different software programs or features that use part or all of the Software Product(s) and that perform all or part of the functions performed by the Software Product(s), including but not limited to releases of new software product(s) or upgrades of the Software Product(s) that include the such new product features and functionality. Nothing contained in the Agreement gives Customer any rights with respect to such new products, or such new or different software programs or features.

7. <u>INDEMNITY</u>

  7.1. <u>RED SKY INTELLECTUAL PROPERTY INDEMNIFICATION.</u> 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 Customer by virtue of Customer's use of the Software Product(s) or Service(s) as delivered, by Red Sky, 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 Customer reasonably cooperates with Red Sky in connection with the foregoing. If Customer's use of the Software Product or Service(s), 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 Customer the right to continue using the relevant Software Product or Service(s); (b) replace or modify the relevant Software Product(s) or Service(s) so it becomes non-infringing; or, (c) if Red Sky does not either procure the right to use or replace or modify the relevant Software Product(s) or Service(s) so that it is no longer infringing, Customer will (i) return the Software Product(s), and Red Sky will return to Customer the License Fee for the Software Product(s) amortized on a straight-line basis over five (5) years, or (ii) Customer will cease accessing the Service(s) and Red Sky will return to Customer any prepaid Service Fees from the date of infringement.

7.2. <u>INTELLECTUAL PROPERTY INDEMNITY LIMITATIONS</u>. NOTWITHSTANDING THE FOREGOING, RED SKY WILL NOT BE LIABLE FOR A CLAIM OF INFRINGEMENT BASED ON CUSTOMER'S (i) USE OF OTHER THAN THE LATEST UNMODIFIED RELEASE OF THE SOFTWARE PRODUCT(S) AVAILABLE TO CUSTOMER; (ii) USE OR COMBINATION OF THE SOFTWARE PRODUCT(S) or SERVICE(S) WITH NON-RED SKY PROGRAMS IF INFRINGEMENT WOULD NOT HAVE OCCURRED WITHOUT THE COMBINATION; (iii) USE OF THE SOFTWARE PRODUCT(S) OR SERVICE(S) AFTER RECEIVING NOTICE OF A CLAIM THAT IT INFRINGES THE RIGHTS OF A THIRD PARTY; (iv) MODIFICATION OF THE SOFTWARE PRODUCT(S) OR SERVICE(S) MADE WITHOUT THE CONSENT OF RED SKY; (v) USE OF THE SOFTWARE PRODUCT(S) OR SERVICE(S) OTHER THAN AS PERMITTED UNDER THIS AGREEMENT OR IN A MANNER FOR WHICH IT WAS NOT INTENDED. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 7 TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF RED SKY, ITS OFFICERS, AGENTS AND EMPLOYEES FOR ANY CLAIMS OR DAMAGES ARISING OUT OF THE MATTERS DESCRIBED IN THIS SECTION 7 WILL BE LIMITED AS DESCRIBED IN SECTION 8 OF THIS AGREEMENT.

7.3. <u>CUSTOMER INDEMNIFICATION</u>**.** Customer will indemnify, defend, and hold harmless Red Sky, its affiliates and their respective directors, officers, employees and agents from and against any third-party claims, actions, damages, liabilities, costs, judgments or expenses (including but not limited to filing fees, expert fees, attorney fees) arising or resulting from : a) Customer's or or one of its user's unauthorized use, operation, or modification of the Service(s); b) Customer's or one of its user's misuse or incorrect use of the Service(s) 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(s).

8. <u>LIMITATIONS OF LIABILITY</u>. SHOULD CUSTOMER, ANY PARTY CLAIMING THROUGH CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SOFTWARE PRODUCT(S), SERVICE(S) OR PROFESSIONAL SERVICES SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SOFTWARE PRODUCT(S), SERVICE(S) OR PROFESSIONAL SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF RED SKY, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO RED SKY BY CUSTOMER DURING THE TWELVE MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SOFTWARE PRODUCT(S), SERVICE(S) OR PROFESSIONAL SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. 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 8 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 POSSIBLITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITAITON 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 8, Red Sky's liability will be limited to the maximum extent permissible. 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 SOFTWARE PRODUCT(S), SERVICE(S) OR PROFESSIONAL SERVICES BY CUSTOMER. THIS AGREEMENT WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER EXCEPT AS MAY BE SPECIFICALLY STATED HEREIN.

8.1. 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 CUSTOMER'S PBX/CALL SERVER AND THE

ERC; THOSE WHICH THE ERC IS UNABLE TO RE-ROUTE TO THE APPROPRIATE PSAP BECAUSE THE USER CANNOT OR DOES NOT PROVIDE CORRECT OR VALID LOCATION INFORMATION.

9. TERMS AND CONDITIONS RELATED TO E911 ANYWHERE AND OTHER SERVICE(S)
   9.1. Customer Obligation To Provide 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 for each soft phone or hard phone ("Phone"), Endpoint or ELIN. Red Sky will provide Customer access to the Service through the User Interface and Customer shall enter accurate and current User Location Data; and Customer will be responsible for updating such information promptly in response to changes in registered locations via the Service User Interface.   Such 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 in the Service will result in emergency calls made by Customer being routed to the incorrect local emergency service provider.

   9.2. User Location Data Errors. The Service may notify Customer of any invalid or incomplete User Location Data entered by the Customer. In such event, Customer will re-enter valid or complete User Location Data in the Service. If Customer is unable to enter such valid or complete User Location Data, Customer 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 Location Data is invalid or incomplete, Red Sky will advise Customer of that determination.

   9.3. Customer Obligation to Provide Connectivity and Required Facilities and Networks. Customer 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. Customer 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. 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.

   9.4. Primary Point Of Contact. Customer support staff will be the primary point of contact for and will address all issues regarding use of the Service(s). Customer's support staff may contact Red Sky for technical support issues related to configuration of the Service(s).

   9.5. Maintenance and Technical Support for Service(s). The Service Fees paid by the Customer entitle the Customer to technical support services including: (i) new features and functionality added to the E911 Anywhere cloud service; (ii) Hotline Support to the Red Sky Technical Support Group 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; (iii) a reasonable amount of assistance over the web or by telephone in the event of difficulties in the use of the Service(s) or the interpretation of results. Customer will also provide Red Sky with remote access to its computer system to permit off-site technical support. If assistance is required at the Customer's site and the problem is the failure of the Service(s) to perform to the Product Description, no charge will be made. If the problem is determined by Red Sky to be due to other causes, Red Sky's Professional Services rates at $250.00 per hour, or $2,000 per day plus travel costs including coach airfare, hotel and car rental and a $50.00 per diem for meals and related expenses will be applicable and payable by Customer.

      9.5.1. Maintenance Window. To the extent possible, scheduled maintenance will be conducted during the Maintenance Window. A regularly scheduled Maintenance Window is established every Tuesday from 1:00 AM through 4:00 AM Central Standard Time. For maintenance that will be conducted during the Maintenance Window, Red Sky will send Customer a Maintenance Notice ("Maintenance Notice") no less than seventy-two (72) hours in advance of the Maintenance Window. In the event that no maintenance will be required during the Maintenance Window, no Maintenance Notice will be sent.

      9.5.2. 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.

      9.5.3. Emergency Maintenance. Red Sky reserves the right to perform emergency maintenance without prior notice. If emergency maintenance is required, Red Sky will notify Customer within twenty-four (24) hours after the emergency event.

   9.6. RESTRICTION OF ACCESS. Red Sky may restrict a User's access to the Service(s) immediately if Red Sky reasonably believes that User Abused the Service(s) or associated technical support resources. ("User" means the Customer's user typically an employee, agent, or visitor that uses the Customer's telephony system). Red Sky may restrict a User's access to the Service(s) by written notice, effective in ten (10) days, if User's hardware or software is not compatible with the Service(s) or 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.

   9.7. CUSTOMER OBLIGATION TO USE THE SERVICE(S) ONLY FOR THE PURPOSES CONTEMPLATED IN THE AGREEMENT. Customer will use and will undertake to cause its Users to use the Service(s) 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(s) for any purpose other than that contemplated by the Agreement will constitute a material breach and will be grounds for termination.

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9.8. <u>SERVICE CHANGES AND EXCLUSIVITY.</u> Red Sky may modify the Service(s) without notice to Customer provided any such modification will not materially affect the Service(s). If the change will materially affect the Service(s), 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(s) to any other entity or person whether or not such services are utilized for emergency purposes.

10. <u>LIMITATIONS OF THE SERVICE(S) AND SOFTWARE PRODUCT(S)</u>. Red Sky has advised Customer that the Software Product(s) and Service(s) are used to route 9-1-1 emergency calls. Red Sky has advised and Customer acknowledges that the Software Product(s) and Service(s) may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customers VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or other default); (iv) 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); (v) if a Customer attempts a 9-1-1 call from a location different from the Customer's then current address stored in the Service; (vi) 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;(vii) If Customer's equipment fails to function, is not properly configured or is defective.

   10.1.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 Public Safety Answering Point (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.

Customer will advise all individuals who may have occasion to place calls using the Service(s) of the limitations described in this Section 10.

11. <u>TERM AND TERMINATION</u>.

   11.1. TERM. The term of the Agreement shall be for a period of one year from the first date on which this Agreement is executed by the last person to sign it. Thereafter this Agreement shall renew for subsequent one year terms ("Terms") unless either party unless either party notifies the other of its intent not to renew sixty (60) days before the beginning of the next Term.

   11.2. <u>TERMINATION BY REDSKY</u>. Red Sky may terminate this Agreement without further obligation or liability by written notice: (i) effective immediately if Red Sky reasonably believes that the Customer Abused the Service(s) or associated technical support resources ("Abuse" shall include any use not contemplated by this Agreement or which disrupts the normal operation of te Service(s) for Red Sky or its customers);(ii) effective immediately if Customer violates any of the licensing terms set forth in Section 3; (iii) effective in ten (10) days if Customer's hardware or software is not compatible with the Service(s) unless Customer first cures the breach, (iv) effective in thirty (30) days if Customer is delinquent in making payments of any sum due under this Agreement unless Customer first cures the breach. Either party may terminate this Agreement, by written notice (i) for material breach effective in thirty (30) days unless the other party first cures thebreach (ii) for convenience effective one hundred and eighty days (180) days from the date of notice.

   11.3. <u>LIQUIDATION OF REDSKY</u>. This Agreement will automatically terminate if Red Sky is liquidated, dissolved, or ceases to carry on business on a regular basis as it pertains to the Software Product(s) licensed by Red Sky and Red Sky's obligations under this Agreement are not assumed by a successor or assignee.

   11.4. <u>EFFECT OF TERMINATION</u> Upon termination of this Agreement, all licenses and other rights granted to Customer hereunder will immediately terminate, and Customer will immediately, (i) cease using the Software Product(s), or accessing the Service(s) (ii) return the Software Product(s) and all copies of Documentation to Red Sky; or alternatively, provide written certification that all copies of the Software Product(s) and Documentation have been destroyed, and (iii) purge all copies of the Software Product(s) and any portions thereof from all computers and from any computer storage device or medium on which Customer has placed or has permitted others to place the Software Product(s). Termination of this Agreement by either Party will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination release Customer from any obligation to pay all costs, fees and expenses that have accrued or that Customer has agreed to pay under any Purchase Order. On the effective date of termination, Red Sky shall be entitled to cancel Service(s) to Customer and all fees costs and expenses shall be immediately due and payable. If the Customer terminates for cause, Red Sky will refund the pro-rated balance of the Annual Service Fee (described in the SOW) paid in advance for all months beyond the month of termination. The following provisions will survive termination of the Agreement, Sections 2, 3, 7, 8, 9, 11, 12 13, 14 and 15and any other provision that must survive termination to fulfill its essential purpose.

12. <u>U.S. GOVERNMENT CUSTOMERS</u>. Any Software Product(s) licensed to the United States of America, it agencies or instrumentalities (the **"U.S. Government"**) is provided with "Restricted Rights." Use, duplication, or disclosure by the U. S. Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer

Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.   All Rights Reserved under the Copyright Laws of the United States. Manufacturer/Contractor is Red Sky Technologies, Inc., 333 N Michigan Ave, Floor 16, Chicago, IL 60601.

13. 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 Software Product(s) is shipped 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 Licensed copies of Red Sky or its licensor's Software Product(s) (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 Software Product(s) is shipped. This Section 13 will survive the expiration or termination of the license or this Agreement.

14. TAXES. In addition to all specified charges in this Agreement, Customer will pay or reimburse Red Sky for all federal, state, local or other taxes (exclusive of income, business privilege, or similar taxes) including but not limited to sales, use, lease or similar assessments based on charges payable by the user of the Software Product(s), Service(s) or the Professional Services performed hereunder. Red Sky will invoice Customer for all such applicable taxes unless, in advance of delivery Customer provides Red Sky a valid exemption certification from the applicable taxing authority.

15. GENERAL.

15.1. FORCE MAJEURE. Except with regard to any obligation to pay money hereunder, neither Party will be liable for any delay or interruption of its performance of 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.

15.2. 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 on page one of this Agreement, or to a Party's address as changed in accordance with this Section 15.2.

15.3. CONFIDENTIAL DATA Customer acknowledges that neither the Software Product(s) nor the Service(s) will 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 Software Product(s) or Service(s).

15.4. 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 Customer 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 Customer. As a condition of Red Sky's consent, assignee must assume in writing Customer'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.

15.5. 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.

15.6. 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.

15.7. ATTORNEY'S FEES. The prevailing Party shall be awarded attorney's fees and costs in any litigation related to this Agreement.

15.8. 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 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.

15.9. ENTIRE AGREEMENT AND MODIFICATION. This Agreement, together with all schedules, exhibits, riders, attachments, addenda, and 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 Customer and Red Sky.

15.10. <u>WAIVER.</u> 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.

15.11. <u>COMPLIANCE WITH LAWS</u>. In connection with the performance, access and use of the Software Product(s) and Service(s) under this Agreement, each Party agrees to comply with the laws, rules and regulations applicable to the 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.

15.12. <u>THIRD PARTY BENEFICIARIES</u>. This Agreement will not create any third-party beneficiary rights or benefits to parties other than Customer except as may be specifically stated herein.

15.13. <u>HEADINGS, COUNTERPARTS AND CORPORATE WARRANTY</u> 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.

Agreed To By:

Red Sky Technologies, Inc.   **Customer:**

_____   _____

Signature   **Signature**

_____   _____

Printed Name   **Printed Name**

_____   _____

Title   **Title**

_____   _____

Date   **Date**

Schedule A to the Master Software License and Network Service Agreement dated _____between Red Sky and _____.

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SCHEDULE A

RED SKY SOFTWARE PRODUCTS AND SERVICES

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RED SKY SOFTWARE PRODUCTS

E911 Manager® - an enterprise software application that is typically installed on servers within the Customer's enterprise network. E911 Manager® integrates with the Customer's voice platform and tracks the locations of devices that use the voice network to make telephone calls. E911 Manager® communicates with regional location databases (ALI databases, that are part of the legacy national 9-1-1 network as well as communicates with Red Sky's E911 Anywhere® service, a cloud based service that can accept and route a 9-1-1 call to most Public Safety Answering Points (PSAP) in the USA or Canada. E911 Manager® also features a series of software modules that provide feature specific functions to track mobile users and to notify personnel of 9-1-1 calls in progress.

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® integrates with E911 Manager® or can used stand alone to support any enterprise voice platform 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.

IF REDSKY HORIZON IS NOT PART OF THE CONFIGURATION, THE DESCRIPTION BELOW SHOULD BE DELETED

RedSky Horizon® is RedSky's Next Generation 9-1-1 product line that is built to NENA i3 standards. This product line consists of a series of software and hardware components that allow the construction of next generation 9-1-1 networks and their integration to legacy 9-1-1 network. The first commercial configuration available of RedSky Horizon® is RedSky Horizon® Prime, a product configuration that allows the end user to draw a geo-boundary around a Base or Campus and intelligently route 9-1-1 calls to on-Base or off-base PSAPs based on the geo-location of the caller.

Schedule B to the Master Software License and Network Service Agreement dated _____between Red Sky and _____.

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SCHEDULE B

ERC EXPENSES

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 "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 Relay 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 and that amount is an ERC Expense under the terms of this Agreement.

Schedule C to the Master Software License and Network Service Agreement dated _____between Red Sky and _____.

<u>SCHEDULE C</u>
<u>STATEMENT OF WORK</u>