NOTICE OF AWARD OF CONTRACT

TO: Incident Command Solutions, LLC
218A Log Canoe Circle
Stevensville, MD 21666

DATE ISSUED: 03/13/2015
CURRENT CONTRACT NO: 627-15

CONTRACT TITLE: Incident Communication Solutions, LLC
PRIOR CONTRACT NO: -----

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on 03/13/2015. The contract term covered by this Notice of Award is effective 03/13/2015 and expires on 03/12/2016.

The contract documents consist of the terms and conditions of Agreement No. 627-15, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO Exhibit A (ATTACHED)

ATTACHMENTS:

Contract Documents

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONFLICT OF INTEREST:
PRIOR TO PLACING AN ORDER FOR GOODS OR SERVICES UNDER THIS CONTRACT, EMPLOYEES ARE RESPONSIBLE FOR ENSURING THAT THEY NOT PROHIBITED FROM PARTICIPATING IN THE CONTRACT UNDER THE RULES SET FORTH IN ARTICLE 9-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION.

VENDOR CONTACT: Steve Morgan
VENDOR PAYMENT TERMS: NET 30 DAYS

TELEPHONE NO.: 800-719-4603
EMAIL ADDRESS: smorgan@incidentc
ommunications.com

CONTRACT AUTHORIZATION

Robert W. Jenkins CPPB
Asst. Purchasing Agent

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 627-15

THIS AGREEMENT (hereinafter “Agreement” or “Contract”) is made, on the date of execution by the
County, between Incident Communication Solutions, LLC (“Contractor” or “ICS”), a Maryland Limited
Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of
Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter
specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Incident Communication Solutions
Quotation) and Exhibit B (Incident Communication Solutions Terms of Service).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract
Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents
and the remaining Contract Documents shall be complementary to each other and if there are any conflicts
the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The
County and the Contractor agree that no representative or agent of either of them has made any
representation or promise with respect to the parties agreement which is not contained in the Contract
Documents. The Contract Documents may be referred to herein below as the “Contract” or the
“Agreement.”

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the
Work”). The primary purpose of the Work is to provide VSAT service used for tactical satellite-based
voice, data and video connectivity. This satellite link will allow the Fire Command Vehicle to have
communications even when normal telephone and data channels are severely challenged or inoperable. The
county is subscribing to the Tactical IP and TacticalVoice services for a period of one (1) year.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be
necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to
provide the specific services set forth in the Contract Documents and sufficient services to fulfill the
purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s
responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence on upon the execution of the Agreement by the County, and Contractor shall
perform the Work for 365 days following the commencement date (Contract Term), subject to any
modifications as provided for in the Contract Documents regarding the Contract Term.
4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

This is a lump-sum, fixed-price contract payable upon contract execution for use of services during the Contract Term. The Contractor agrees that the total payment under this Agreement will not exceed $11,059.20, ("Contract Amount") regardless of the number of hours spent in the performance of the Work or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the scope of Work of the Contract. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Contract.

5. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice after contract execution. Contractor will be paid $11,059.20 upon receipt of invoice for VSAT communications service. No other payments or expenses will be authorized or reimbursed, unless authorized by official Amendment by the County. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

6. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

8. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.
Additional services agreed upon by the parties will not be billed unless otherwise agreed by the parties in writing.

9. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

10. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b, above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in
the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

14. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,
dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18. SAFETY
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the worksite.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

19. WARRANTY
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

20. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work
which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

21. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT: CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontractors and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

22. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County’s Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's
best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

23. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
25. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

26. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

27. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the
parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

30. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

31. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

32. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by the County for its employees.

33. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.
34. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

35. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

36. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
40. **ARBITRATION**  
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

41. **NONEXCLUSIVITY OF REMEDIES**  
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

42. **NO WAIVER**  
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. **SEVERABILITY**  
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

44. **NO WAIVER OF SOVEREIGN IMMUNITY**  
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

45. **SURVIVAL OF TERMS**  
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

46. **HEADINGS**  
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

47. **AMBIGUITIES**  
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

48. **NOTICES**  
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:
TO THE CONTRACTOR:

Stephen Morgan, President

218A Log Lane Circle

Stevensville, MD 21666

TO THE COUNTY:

Grace Reyes, Project Officer
2100 Clarendon Boulevard, Suite 400
Arlington, Virginia 22201

AND

Robert W. Jenkins, Procurement Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

49. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

50. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.
e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excuseing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: __________________________

Robert W. Jenkins

Print Name

Assistant Purchasing Agent

Title

3/13/15

Date

INCIDENT COMMUNICATION SOLUTIONS, LLC

By: __________________________

Shawn Mogrin

Print Name

President

Title

3/6/15

Date
Quote Number: 00100853

Terms: Net Due

Reference: Arlington County 2014 Renewal

Date: 08/18/14

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Subtotal                                                                 $11,059.20

Tax                                                                 $0.00

Shipping                                                                 $0.00

Project Total                                                           $11,059.20
TERMS OF SERVICE

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Service and Support Agreement ("Agreement") is made and entered into effective as of the date and duration set forth in the service activation memo (the "Effective Date and Term") with Incident Communication Solutions, LLC ("ICS") and includes and incorporates herein by reference the attached Terms and Conditions and all Exhibits, and contains, among other things, warranty disclaimers, liability limitations and use limitations. Any terms that vary from the attached Terms and Conditions shall be mutually agreed upon in writing, signed and dated by the parties, and attached hereto as a separate addendum.

1. Definitions. Certain definitions used in this Agreement are set forth below; other capitalized terms used herein shall have the respective meanings set forth elsewhere in this Agreement.

1.1. "TACTICAL-IP Solution" means the (a) (i) equipment, hardware, circuit boards, components, assemblies (collectively, the "Indoor Unit"), (ii) block-up converter ("BUC") and (iii) VSAT and non-penetrating mount (collectively, the "Outdoor Unit"; the Indoor Unit, BUC and the Outdoor Unit, collectively referred to as "TACTICAL-IP CPE") installed at End User sites and used by End Users to access the Network Services, (b) software in object code form only, including any modifications, updates, enhancements, upgrades and documentation thereto provided by ICS ("TACTICAL-IP Equipment Software") and that is used by End Users on or in connection with the TACTICAL-IP CPE, (c) related Software Maintenance for the TACTICAL-IP CPE Software, and (d) any successor or related products to any of the foregoing provided by ICS.

1.2. "TACTICAL-IP Network Services" means ICS or its designee's provision of (a) shared, TDM/TDMA satellite bandwidth communications services to Customers in accordance with this Agreement, (b) second line Solution Support to Customer (described in Section 7.2 below) and (c) the number of included internet protocol ("IP") addresses noted on Exhibit A attached hereto.

1.3. "Customer" means an end use customer with who contracts with ICS to receive TACTICAL-IP Network Services.

1.4. "Recurring Fees" means the amounts specified as such on the Service Order in respect of the provision of the TACTICAL-IP Solution. These Fees are for TACTICAL-IP Services Rendered on either the base monthly costs or for overage charges in any given calendar month.

1.5. "Commissioning Fee" is a fee charged to customer for initial activation on the TACTICAL-IP network.

1.6. "Software" means, as applicable, the TACTICAL-IP Equipment Software.

1.7. "Equipment" means the TACTICAL-IP CPE.

1.8. "Software Maintenance" means the provision of modifications, upgrades, updates, enhancements, new versions, fixes and/or patches to the Software ("Updates"), excluding Solution Support (defined below).

1.9. "TACTICAL-IP Solution Support" means support for inquiries and knowledge-based questions from Customer relating to use, maintenance, or problem reporting in respect of the TACTICAL-IP Solution, excluding Software Maintenance.

1.10. "NOC" means Network Operation's Center.

1.11. "TACTICAL-IP Enterprise" means shared TDM/TDMA satellite communications bandwidth services to "Enterprise" type Customers (i.e. small to medium sized business). Usage graphs should resemble burst traffic typical of an office environment.

1.12. "TACTICAL-IP Communicator" means shared TDM/TDMA satellite communications bandwidth services for customers who will use the service on a usage based pricing plan. The Enterprise Express 9GB Service plan allows the customer to pass 9GB of traffic through the TACTICAL-IP network for the base monthly charge. Customer will be charged for additional Megabyte passed through the network at the rate of $0.072 per Megabyte in excess of the base 9 Gigabytes. Billing for overage charges will be invoiced at the close of that calendar month's accounting period.

1.13. "TACTICAL-IP Responder" means shared TDM/TDMA satellite communications bandwidth services for customers who will use the service as an Emergency Responder. The Responder plan allows the customer to use the Service for 10 days per calendar month for the base monthly charge. Customer will be charged for each additional day that the TACTICAL-IP the network is accessed. A "usage day" constitutes the system activating on the VSAT network for any one minute duration in a 24-hour period measured
midnight to midnight. Usage Days in excess of 10 per calendar month shall be charged $55 per day. Billing for overage charges will be invoiced at the close of that calendar month's accounting period.

2. Grant of Rights.

2.1 Appointment. Subject to the terms and conditions of this Agreement, ICS grants to Customer, a limited, non-exclusive, non-transferable, non-sub-licensable right and license to use the object code version of the Software installed on the Equipment provided hereunder only as part of the TACTICAL-IP Solution and only for internal use in accordance with the accompanying documentation during the term of this Agreement. Notwithstanding the foregoing, TACTICAL-IP or its licensors or suppliers shall at all times retain all right, title, and interest in and to such software and any intellectual property rights embodied therein.

2.2 Provision of the TACTICAL-IP Solution. Subject to the terms and conditions of this Agreement, TACTICAL-IP or its designee will provide the Equipment to access the TACTICAL-IP Network. Title to all Equipment shall pass to Customer upon shipment of the Equipment to Customer in accordance with Section 5.1.

2.3 Customer Infrastructure. The TACTICAL-IP Solution and TACTICAL-IP Network Services do not include any services or systems not provided pursuant to this Agreement. Customer shall be solely responsible for all systems, cabling, hardware, software, infrastructure, buildings, equipment, transport, telecommunications services and facilities not provided pursuant to this Agreement, and ICS shall have no responsibility to Customer in respect thereof unless such systems were also supplied and/or managed by ICS.

2.4 Restrictions. Customer will maintain the patent, copyright and any other notices that appear on or in connection with the TACTICAL-IP Solution. Customer will not (and will not allow any third party to): (a) make copies of any portion of any software, operating instructions, documentation or any training materials, except as expressly permitted hereby; (b) decompile, disassemble, modify, reverse engineer or use any other means to attempt to discover any source code, technology or underlying ideas of the TACTICAL-IP Solution (except to the extent that applicable statutory law expressly prohibits reverse engineering restrictions); or (c) use the TACTICAL-IP Solution, or allow the transfer, transmission, export, or re-export of the TACTICAL-IP Solution or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other U.S. or foreign government agency. All the limitations and restrictions on the TACTICAL-IP Solution in this Agreement also apply to operating instructions and documentation.

2.5 U.S. Government Restricted Rights. The TACTICAL-IP Solution and documentation provided herewith are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to the restrictions as 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.

3. Payment.

3.1 TACTICAL-IP SERVICES are billed annually, but accounted for on a monthly basis. Minimum contract term is 12 months. Services shall automatically renew at the end of the 12-month period, unless expressly terminated in writing 30 days prior to expiration of services. ICS will send out renewal reminders at various increments, generally 45-days prior to expiration.

3.2 Deposit. No later than the Effective Date of the contract, Customer shall pay to TACTICAL-IP an amount equal to the deposit set forth above ("Deposit") and outlined on the Service Order. No interest shall accrue on any Deposit hereunder. The Deposit will be separately accounted for by ICS and will serve as a guarantee for the payment of any and all charges due hereunder that are not paid within ten (10) days after notice of past due payment. Within thirty (30) days following the later of (a) termination in accordance with Section 14.2 or (b) expiration of this Agreement, the amounts of the Deposit not applied against amounts otherwise payable to ICS (the "Unused Deposit") will be refunded to Customer. In the event the customer pre-pays the full amount of the service term in advance, no deposit shall be taken. Certain customer funding sources may not permit the payments of deposits or other security guarantees. In these certain cases, the deposit may be waived at the sole discretion of ICS management.

3.3 Recurring Fees. During the term of this Agreement, Customer shall pay to TACTICAL-IP the recurring fees set forth above (collectively, the "Recurring Fees"). All Recurring Fees are payable in advance, provided that the first such payment shall be due upon the Availability Date. Customer shall pay the Recurring Fees by wire transfer or bank check to the account noted on the invoice (as such account information may be updated by ICS from time-to-time by written notice to Customer) no later than 10 days prior to the commencement of services, without demand or invoice from ICS. ICS will provide Customer with periodic reports of its account status, which will not be invoices for payment. The "Activation Date" is defined as the day that the TACTICAL-IP Solution has been installed, successfully tested in accordance with ICS' acceptance and testing procedures (ATP) and approved by the customer.

3.4 Expenses. If ordered by Customer in advance, Customer is responsible for all reasonable costs and expenses incurred by ICS employees or agents while traveling to and from, and while performing Solution Support (as defined in Section 7) or training at the
place of business of Customer or any site other than TACTICAL-IP’s or other designated facilities in the course of providing Solution Support or such training. Such costs and expenses, and any services provided by ICS or its designees that are not included in the Recurring Fees shall be invoiced to Customer upon completion of the applicable Solution Support, training or additional services, or as otherwise agreed by the parties.

Customer will pay to TACTICAL IP according to the terms outlined in County Agreement and Exhibit A, ICS Quotation. Invoice amounts

3.5 Payment Terms. Recurring Fees and all amounts, including without limitation the Provisioning Fee, are due and payable upon Customer’s receipt of invoice and shall be paid at the location designated by ICS therein in immediately available funds by wire transfer or other mutually agreed upon means of payment. Any amounts not paid within thirty (30) days from the date of invoice or the date otherwise due hereunder shall be deemed to be late payments and shall bear a late fee equal to 1.5% per month (18% per annum) of the amount then outstanding or the maximum rate permitted by law, whichever is less. In addition, failure to make timely payments hereunder may result in suspension or termination of service as specified in Sections 14.2(b) (termination) and 14.8 (suspension). Customer shall notify ICS within ten (10) days of receipt of an invoice in the event it disputes any invoiced amount, and shall timely pay all undisputed charges. In the event that a disputed amount is later determined to be a valid charge, ICS shall assess and Customer shall pay the late payment fee calculated against the outstanding balance from the original due date.

3.6 Currency. Recurring Fees and other amounts due hereunder shall be paid in U.S. dollars.

Customer is not responsible for Taxes, as it is a municipality.

3.7 Taxes. Customer shall be financially responsible for, and shall pay, all Taxes (defined below) imposed on, or otherwise related or attributable to the TACTICAL-IP Network or amounts payable by Customer to TACTICAL-IP pursuant to this Agreement, whether or not such taxes are actually charged or separately stated by ICS. “Taxes” means any and all federal, state, local, foreign, tribal or provincial taxes, charges, fees, levies, imposts, duties, tariffs, surcharges, or other assessments, including without limitation sales, use, transfer, import, gross receipts, excise, withholding, value added, government and/or signatory “mark-up” on space segment or similar liabilities, however denominated which may now or hereafter be levied on the TACTICAL-IP Network or amounts payable hereunder. ICS shall pay taxes chargeable against the income of TACTICAL-IP Network Services.

4. Implementation. ICS, or its designees, shall use reasonable commercial efforts to implement and test the TACTICAL-IP Solution Implementation shall consist of installing the equipment specified in the Customer Service Order and testing the TACTICAL-IP Network Service to ensure the communications link is operational and that the TACTICAL-IP Network Operations Center has access to the TACTICAL-IP CPE for Solution Support and Solution Maintenance purposes. Customer may elect to perform some or all of the implementation work itself, and if so, then Customer shall be responsible for any errors or deficiencies in such work. The Customer Service Order may only be amended by mutual written agreement of the parties. Customer acknowledges and agrees that the condition of the actual site where the TACTICAL-IP CPE will be located can affect the installation and performance of the TACTICAL-IP CPE and TACTICAL-IP Network Services. If the installation site contains conditions which would affect the configuration agreed to by the parties, including without limitation, obstructions, interference, remote locations, and the like, then TACTICAL-IP may require that the Customer Service Order be revised, including without limitation the necessity of additional or different equipment, and additional fees.

5. Delivery and Inspection.

5.1 Delivery. TACTICAL-IP or its designee shall use its commercially reasonable efforts to ship units of the TACTICAL-IP Solution (a) for United States domestic addresses, FOB TACTICAL-IP’s designated facility, and (b) for deliveries to non-United States addresses, EXW TACTICAL-IP’s designated facility (as defined in Intercoms 2000), each in accordance with the delivery schedules and to the locations set forth in the Customer Service Order. Deliveries are subject to TACTICAL-IP’s and it’s supplier’s lead-time schedules, shipping schedules, access to supplies on acceptable terms, availability of installation personnel and allocation of available products among all customers. Delivery schedules are not guaranteed. Customer is responsible for all shipping, insurance, and importation costs in addition to the other amounts set forth herein. Customer shall advance all shipping fees and pay directly for any shipping, insurance, importation and delivery expenses. All risk of loss for any shipped TACTICAL-IP Solution shall pass to Customer upon pick-up by Customer or its designee to the carrier for shipment. Unless otherwise specified by Customer, ICS or its designee shall pack and ship the TACTICAL-IP Solution in accordance with its standard procedures.

5.2 Inspection. Customer shall carefully inspect all deliveries of units of the TACTICAL-IP Solution and report promptly to ICS (but in any event within five (5) business days after receipt of shipment) all alleged shortages, errors, defects or nonconformities in such shipments. Any failure to inspect and report as provided herein shall constitute a waiver by Customer of any claim or right of Customer against TACTICAL-IP and its suppliers arising with respect to any such error, shortage, defect or non-conformity which was reasonably discoverable by such inspection.

6. Training. Upon Customer’s request, ICS or its designee will provide training to Customer’s personnel by TACTICAL-IP’s training personnel, as the parties will mutually agree, at then-current training rates. Training will be provided upon installation at the
7. Solution Support and Software Maintenance.

7.1. First Line Support. Customer shall direct requests for Solution Support in respect of connectivity or Software Maintenance to ICS Support Personnel. Under no circumstances is TACTICAL-IP responsible for providing Software Maintenance to Customers, except for providing such services to Customer in its capacity as a licensee of the Software or to any Customer if ICS is providing TACTICAL-IP Network Services to such Customer.

7.2. TACTICAL-IP Solution Support. Provided that Customer is in compliance with this Agreement and has paid all applicable fees, ICS shall use commercially reasonable efforts to provide access to the TACTICAL-IP NOC for, (a) support for inquiries and knowledge-based questions from Customer support personnel relating to the use, maintenance or problem reporting in respect of the TACTICAL-IP Solution, (b) first line TACTICAL-IP Solution Support to End Users and Customers for the TACTICAL-IP Solution. Customer may contact TACTICAL-IP’s NOC twenty-four (24) hours per day, seven (7) days per week, via telephone, facsimile or e-mail, and ICS will use commercially reasonable efforts to respond to such inquiries within fifteen (15) minutes following receipt of such inquiry by either (i) telephone or (ii) the same means by which the inquiry was submitted. All such support shall be delivered in English. ICS shall not have any obligation to provide such services unless Customer has paid all applicable fees specified in this Agreement.

7.3. Software Maintenance Obligations. Provided that Customer is in compliance with this Agreement, ICS shall use commercially reasonable efforts to provide Software Maintenance by sending Updates to Customer.

8. TACTICAL-IP Network Services.

8.1 Service. Upon payment of all the applicable fees and subject to the terms and conditions herein, TACTICAL-IP or its designees shall use reasonable commercial efforts to provide shared TDM/TDMA satellite communications bandwidth services to Customers, (a) for the Customer Sites and (b) at the data rates, each as specified in the Customer Service Order.

8.2. Policies. Customers shall, comply with the usage policies that TACTICAL-IP develops and makes available to the Customer from time-to-time (“Policies”). Customer agrees that it will only have access to the TACTICAL-IP Network Services as provided in the Policies and this Agreement. TACTICAL-IP or its designees in their discretion without notice may change the Policies from time-to-time.

8.3 Customer Content. Customer is solely responsible for the content and data of its transmissions, including without limitation the legality thereof, and shall indemnify TACTICAL-IP and its directors, officers, agents, network service providers and employees from and against any and all violations of this provision.

8.4 Rights Granted. Customer acknowledges that this Agreement only grants to Customers who have contracted with TACTICAL-IP for the provision of TACTICAL-IP Network Services a right to use the TACTICAL-IP Network Services, and that Customer has not been granted any other rights or real property or other interests in TACTICAL-IP’s or its designee’s facilities.

8.5 Shared Upload and Download Data Rates. Customer shall only be authorized to use the shared bandwidth for the type of Service contracted for, as described in Sections 1.11, 1.12, or 1.13, and have paid the applicable fees. If at any time ICS determines that the Customer’s usage of the TACTICAL-IP Network Services does not correspond with the product purchased in Sections 1.11, 1.12, or 1.13, ICS may notify Customer in writing to change Service Plans and adjust the fees due to TACTICAL-IP hereunder.

8.6 Modification of Service. TACTICAL-IP reserves the right to modify or discontinue any aspect of the TACTICAL-IP Network Services at any time by giving ninety (90) days notice to Customer, provided that ICS shall continue to provide the TACTICAL-IP Network Services as set forth in any accepted Customer Service Order prior to the effective date of such modification or discontinuation through to the next renewal or earlier termination of such Customer Service Order.

8.7 Access by ICS. In order to receive TACTICAL-IP Network Services hereunder, Customer must provide to ICS or its designee continuous remote access to the TACTICAL-IP Solution; if such access is not provided, then Customer shall not be entitled to receive, and ICS and its designee shall have no obligation to provide such services. Customer shall also provide to ICS, or its designees, physical access to the Equipment for performance of services hereunder, at reasonable times and upon reasonable advanced notice to Customer under the circumstances.

8.8 Subject to the terms and conditions of this Agreement, ICS will perform the TACTICAL-IP Network Services in accordance with
9. **Customer Responsibilities.**

9.1. Customer shall: (a) provide a secure location for the TACTICAL-IP Solution at Customer's facilities; (b) prepare the site environmentally and provide for the TACTICAL-IP Solution the required power, air conditioning, equipment facilities and the like; (c) cooperate with ICS or its designee in obtaining any necessary local and national licenses, provided that ICS shall provide to Customer reasonable assistance in connection with such requirements; (d) ensure that the site meets ICS' requirements for installation and running cables; (e) obtain and maintain form local authorities, at its own expense, any and all required licenses (including without limitation antennae and uplink licenses), approvals, authorizations and permits necessary to operate the TACTICAL-IP Network Service, unless ICS or its designee have previously obtained such licenses, approvals, authorizations or permits; (f) not modify or use the TACTICAL-IP Solution for any other purpose not expressly permitted hereunder; (g) be solely responsible for and shall indemnify and hold harmless ICS, its licensors and suppliers from any loss of TACTICAL-IP Solution or damage caused to the TACTICAL-IP Solution through theft, Customer negligence, and Customer actions in respect of the TACTICAL-IP Solution in accordance with its documentation, and shall reimburse ICS for the repair or replacement of such damaged or lost TACTICAL-IP Solution; and (h) provide the cooperation and assistance as described in Section 7 in connection with Support Services.

9.2. Customer is solely responsible for the content and data of its transmissions, including without limitation the legality thereof.

9.3. Customer shall comply with any restrictions or condition imposed by applicable authorities on (a) Customer's use of the TACTICAL-IP Network Service in any country in which Customer uses the TACTICAL-IP Network Service, and (b) Customer's use of the TACTICAL-IP Network Service between or among Countries. Customer shall not use the TACTICAL-IP Network Service in violation on any applicable law, rule, or regulation or court order.

9.4. **Problem Reporting; Improvements.** Customer shall keep ICS informed as to any problems encountered with the TACTICAL-IP Solution and any resolutions arrived at for those problems, and to communicate promptly to ICS any and all modifications, design changes or improvements of the TACTICAL-IP Solution suggested by Customers, employees or agents. Customer further agrees (a) that ICS and Manufacturer shall have and Customer hereby does assign to ICS and Manufacturer any and all right, title, and interest in and to any such suggested modifications, design changes, or improvements of the TACTICAL-IP Solution, without the payment of any additional consideration therefore Customer, employees, or agents and (b) that Customer will fully cooperate with ICS and Manufacturer in this regard.

10. **Representations, Warranties & Disclaimer**

10.1 **Both Parties.** Each party represents and warrants to the other that (a) it has full corporate power and authority to enter into this Agreement; (b) it will not by virtue of entering into and performing this Agreement be in violation of any material term of its Certificate of Incorporation, its Bylaws or other organizational documents, or any term or provision of any material mortgage, indenture, contract, agreement, instrument, judgment or decree to which it is a party or by which it is bound; (c) neither this Agreement (or any term hereof) nor the performance of or exercise of rights under this Agreement, is restricted by, contrary to, in conflict with, ineffective under, requires registration or approval or tax withholding under, or will require any termination payment or compulsory licensing under, any law or regulation of any organization, country, group of countries or political or governmental entity; (d) each party shall use its commercially reasonable efforts to comply with all applicable laws, rules and regulations (including but not limited to policies and laws related to certification, homologation, host nation approvals, licensing, privacy, obscenity or defamation) in connection with the performance of its obligations pursuant to this Agreement; and (e) each party will perform its obligations hereunder in a professional and workman like manner in accordance with industry standards.

10.2 **Limited Warranty.**

(a) ICS warrants to Customer that the TACTICAL-IP Solution will, during the Warranty Period (defined below), materially conform to ICS' or an applicable third party provider's published specifications therefore in effect on the date of shipment, and will, under normal use and service, perform free of material defects in accordance therewith. However, ICS does not warrant that Software will operate uninterrupted or error free. The warranty period ("Warranty Period") shall be twelve (12) months from the date ICS ships or delivers the TACTICAL-IP Solution to Customer.

(b) Subject to the provisions of this Section 10.2, defective Equipment will be (i) returned by Customer to ICS' designated facility, at Customer's expense, (ii) repaired or replaced by ICS at no charge to Customer (subject to Section 10.2(c) below), and (iii) shipped to Customer, at ICS' expense FOB ICS' designated facilities for domestic shipments and for non-United States shipments, EXW ICS designated facilities (as defined in Incoterms 2000) for shipments outside of the United States. Customer shall assume risk of loss or damage to Equipment returned to ICS for repair or replacement until delivery to ICS. Upon receipt, ICS shall assume the risk of loss or damage to the applicable Equipment being repaired or replaced until MADE AVAILABLE FOR LOADING AND SHIPMENT AT ICS' FACILITIES FOR RETURN TO CUSTOMER. Corrections to Software shall be provided electronically or on suitable media chosen by ICS.

(c) ICS sole obligation, and Customer's sole remedy, under this Section 10.2 is limited to the repair or replacement, at ICS' option, of
the defective Equipment or correction of erroneous Software. In the event of a warranty claim, or out-of-warranty service, in respect of Equipment, Customer will notify ICS via telephone prior to sending to ICS any Equipment or part thereof, and ICS shall at that time provide to Customer a Return Material Authorization ("RMA") tracking number to be referenced by Customer in the documentation that accompanies the Equipment being returned to ICS. Upon receipt of the Equipment with the RMA tracking number or confirmation of a Software error, ICS shall use its reasonable commercial efforts to repair or replace the returned Equipment or correct the Software at no charge to Customer or End User unless: (i) the TACTICAL-IP Solution was altered, repaired, or reworked by a party other than ICS without ICS’ prior written consent; (ii) such defects or errors were the result of (1) Customer’s improper testing, installation, or storage, or mishandling, abuse, or misuse of the TACTICAL-IP Solution; (2) Customer’s use of the TACTICAL-IP Solution in conjunction with another product which is electronically or mechanically incompatible, or of an inferior quality; (3) damage by fire, explosion, power failure, or any act of nature or (4) use of a VSAT or non-penetrating roof mount not provided by or approved by ICS; (iii) the Warranty Period for the specific TACTICAL-IP Solution unit shall have expired; or (iv) ICS determines that there is no defect in the returned TACTICAL-IP Solution unit. Customer agrees to pay for all service expense not covered by this warranty. For repair or replacement services that are not covered by the warranty ICS shall invoice Customer for (A) ICS’s services at its then-current rates, (B) materials and (C) delivery charges to and from ICS’ facilities. The warranty period for any TACTICAL-IP Solution unit corrected, repaired, or replaced is sixty (60) days from the date of correction or shipment, as applicable, or until the end of the Warranty Period, whichever is longer.

10.3 Disclaimer.

(A) TACTICAL-IP SOLUTION. ICS DOES NOT WARRANT THAT USE OF THE TACTICAL-IP SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TACTICAL-IP SOLUTION, INCLUDING WITHOUT LIMITATION DATA TRANSFER RATES OR OVER SUBSCRIPTION LEVELS THAT MAY BE ACHIEVED. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY, INTEGRATION, AND ALL IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(B) TACTICAL-IP NETWORK SERVICES. CUSTOMER'S USE OF THE TACTICAL-IP NETWORK SERVICES, INCLUDING BUT NOT LIMITED TO ANY INTERCONNECTION AND EQUIPMENT SELECTION, ARE AT CUSTOMER'S OWN RISK. EXCEPT AS SET FORTH IN SECTION 10.1 OF THIS AGREEMENT, ICS PROVIDES TACTICAL-IP NETWORK SERVICES HEREIN ON AN "AS-IS, AS AVAILABLE" BASIS AND MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERRORS, AVAILABILITY, CORRECTNESS, ACCURACY AND RELIABILITY AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Indemnification.

See Indemnification of County provided Agreement, Section 23.

11.1 Customer Indemnity. Customer shall indemnify and hold harmless ICS and its officers, directors, employees, affiliates, suppliers, partners, representatives, distributors, sales agents, contractors and agents against all costs, claims, damages or expenses incurred (and reasonable attorneys’ fees in connection therewith), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party involving (a) the provision of Network Services to End Users; (b) use of the TACTICAL-IP Solution by Customer or an End User other than as permitted by this Agreement; (c) libel, slander, defamation, invasion of privacy, infringement of copyright or trademark, or any other claim based on the content of any transmission arising from any communication using the TACTICAL-IP Solution; (d) patent or intellectual property infringement arising from combining or using the TACTICAL-IP Solution in connection with facilities, services or equipment furnished by others; (e) breach of any of Customer’s representations and warranties pursuant to this Agreement; (f) failure to obtain, maintain, comply with and renew all required certifications, licenses and homologations (now existing or hereafter enacted or created) as required by this Agreement; or (g) the acts or omissions of Customer in the performance of this Agreement.

11.2 ICS Indemnity. ICS will defend, indemnify and hold Customer harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys’ fees in connection therewith), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party of infringement or misappropriation of a valid United States patent issued prior to the Effective Date, or any valid copyright or trade secret right, of a third party by the TACTICAL-IP Solution. If a TACTICAL-IP Solution becomes or, in ICS’ opinion, is likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 11.2, ICS or its designee, may, at its option, (a) procure for Customer the right to continue using such ICS Solution as applicable, (b) replace or modify such TACTICAL-IP Solution as applicable, so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to ICS, then (c) terminate this Agreement.

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and the right to continue using the TACTICAL-IP Solution as applicable. The foregoing obligation of ICS shall not apply with respect to: (i) any TACTICAL-IP Solution which is modified by any party other than ICS or as authorized by ICS, if the alleged infringement relates to such modification, (ii) any TACTICAL-IP Solution combined or bundled with any non-TACTICAL-IP or ICS-supported products, processes, software, hardware or materials where the alleged infringement relates to such combination, (iii) Customer continuing the allegedly infringing activity after ICS has provided Customer with modifications that would have avoided the alleged infringement, (iv) where Customer’s use of the TACTICAL-IP Solution is incident to an infringement not resulting primarily from the TACTICAL-IP Solution, (v) infringement or misappropriation of any interest in which Customer has an interest, or (vi) use of the TACTICAL-IP Solution other than in accordance with their applicable documentation and this Agreement. The foregoing states the entire liability of ICS with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights by the TACTICAL-IP Solution or any part thereof or by its operation.

11.2 Indemnification Procedure. The indemnification obligations of the indemnifying party are contingent upon the indemnified party providing the indemnifying party with (a) prompt written notice of any such claim, action or demand, (b) control of the defense or settlement thereof, and (c) reasonable assistance in such defense or settlement thereof, for which the indemnifying party shall pay reasonable out-of-pocket costs and expenses.

12. Confidentiality. See Confidentiality of County provided Agreement, Section 23.

12.1 Except as otherwise provided in this Section 12, each party agrees that all business, technical and financial information it obtains from the other party that is designated as confidential or proprietary in writing, or is disclosed in such a manner that a reasonable person would understand the nature and confidentiality of the information disclosed, is and shall be the confidential property of the disclosing party and its licensors (“Confidential Information” of the disclosing party). Confidential Information shall not include information that: (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) hereafter becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party without access to or use of the Confidential Information of the disclosing party.

12.2 Except as expressly and unambiguously allowed herein, the receiving party will not use or disclose the Confidential Information of the disclosing party except as expressly permitted herein and will hold in confidence the Confidential Information of the disclosing party using the same degree of care as it holds its own confidential or proprietary information, but no less than a reasonable degree of care.

12.3 Upon the expiration or termination of this Agreement, all of the Confidential Information of the disclosing party (including any copies or digests thereof) will be returned to the disclosing party, or, at the option of the disclosing party, destroyed, and the receiving party will make no further use of such materials.

12.4 If required by law, rule, requirement, regulation or order of any government, or government agency or court, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefore.

12.5 The parties acknowledge that money damages will not be an adequate remedy if this Section 12 is breached; either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach without the necessity of posting any bond or surety.

13. Limitation of Liability. Notwithstanding anything to the contrary, except for obligations arising under Section 11 (Indemnification), breaches of Section 12 (Confidentiality), exceeding the scope of the licenses granted or restrictions herein, bodily injury of a person, willful misconduct or gross negligence, neither party nor its suppliers, officers, directors, affiliates, representatives, distributors, sales agents, contractors or employees shall be responsible or liable with respect to any subject matter of this Agreement under any contract, tort, strict liability or other theory. (a) for error or interruption of use, loss or corruption of data, cost of procurement of substitute goods, services or technology, or loss of business, (b) for any indirect, exemplary, incidental, special, punitive, reliance or consequential damages or for loss of profits, (c) for any matter beyond such party’s reasonable control, including but not limited to acts of God, fire, flood, adverse weather conditions, meteorological or atmospheric occurrences or disturbances (including sun outages), or other natural events, any irreparable component failure, satellite unavailability, externally caused interference, acts of government, national emergencies, insurrections, riots, acts of war, civil disorder, quarantine, restrictions, embargos, strikes, lockouts, work stoppages, labor difficulties and the like; (d) for any amounts that, together with amounts associated with all other claims, exceed amounts paid or payable by customer to ICS hereunder during the three (3) months prior to the act that gave rise to the liability, in each case even if such party has
14. Term and Termination.

14.1 Term. Unless terminated earlier as provided in Section 14.2, 14.3 or 14.4, this Service and Support Agreement shall have a term extending from the Effective Date until one (1) years after the Effective Date (the "Initial Term"). Thereafter, this Service and Support Agreement shall automatically renew for successive terms of one (1) year terms each at ICS' then-current Recurring Fees unless and until either party terminates this Agreement pursuant to Section 14.2. ICS shall notify Customer of any changed Monthly Recurring Fees at least sixty (60) days prior to any renewal term (each "Renewal Term"); the Initial Term together with any Renewal Terms shall be referred to as the "Term"). Notwithstanding the foregoing, this Service Agreement shall continue to apply to any Customer Order, so long as the Customer Service Order remains in effect.

14.2 Termination. Either party may terminate this Agreement immediately upon the occurrence of any of the following events:

(a) at the end of the Initial Term or any Renewal Term, if one party has provided the other party at least thirty (30) days written notice prior to the end of the applicable Term;

(b) the other party materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of payments; timely payment shall be considered to be a material provision) after receipt of written notice describing the breach; or

(c) the other party shall seek protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other and not dismissed within sixty (60) days.

(d) if at any time ICS, or its designees, can no longer comply fully with the provisions of this Agreement because of FCC or other government or agency rules or regulations which are inconsistent with this Agreement or the use of any products or services to be provided to end users in any jurisdiction, then either party may (a) terminate this Agreement as it applies to any such jurisdiction without any liability whatsoever by giving sixty (60) days prior written notice, or (b) negotiate to modify this Agreement as to conform with such rules and regulations.

14.3 Termination by ICS. In addition to the termination events listed in Section 14.2 above, ICS may terminate this Agreement for cause immediately if Customer fails to promptly secure, maintain, renew or comply with any certifications, licenses, or homologations for the conduct of its business or the sale, licensing and use of the TACTICAL-IP Solution, or the provision of TACTICAL-IP Network Services and any such failure is not remedied within thirty (30) days.

14.4 Termination by Customer due to Government Laws or Regulations. In the event that any government within the Primary Territory enacts new laws or regulations after the Effective Date, which adversely impact, use of the TACTICAL-IP Solution by Customer hereunder, Customer shall use its best efforts to comply with such new laws or regulations and to fulfill all of its obligations hereunder. If Customer is unable to comply with such laws or regulations in a timely manner (including, but not limited to, initiation of a recall of deployed TACTICAL-IP Solution units if required by such laws or regulations) despite Customer's best efforts, Customer may terminate this Agreement as to the use of the TACTICAL-IP Solution only to such extent by providing ICS ten (10) days written notice and an explanation of why it is impossible for Customer to comply with such laws or regulations.

14.5 Effects of Termination or Expiration. Upon termination of this Agreement by either party (a) all rights and obligations of Customer and ICS hereunder shall terminate (except as provided in subsections (c) and (d)), (b) Each party immediately return to the other party or destroy all Confidential Information, catalogues and literature of the other party in its possession, custody or control in whichever form held (including all copies or embodiments thereof), as required under Section 12.3, (c) all accrued rights to payment and Sections 1, 2.5, 10.3, 11, 12, 13, 14.5, 14.6, 14.7, and 15, shall survive such termination or expiration. ICS shall not be responsible for assisting Customer with any transition of the Customer Site to a new network provider. If ICS terminates an this Agreement pursuant to Sections 14.2(b) or 14.2(c), then ICS may retain the Service Deposit, and all fees through the end of the then-current term of the Agreement shall be due and payable as of the effective date of termination.

14.6 No Liability Upon Termination. Each party understands that the rights of termination hereunder are absolute. Neither party shall incur any liability or compensation obligation whatsoever for any damage (including, without limitation, damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of this Agreement whether or not such party is aware of any such damage, loss or expenses.

14.7 Nonexclusive Remedy. Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies will remain available.

14.8 Suspension of TACTICAL-IP Network Services. In addition to ICS' other rights, and remedies under this Agreement, in the event that Customer is in material breach of a material provision of this Agreement, an applicable Customer Service Order, or other Customer agreement, including without limitation payment provisions, ICS may, in its sole discretion, upon seventy two (72) hours
prior notice to Customer, elect to temporarily suspend use of the TACTICAL-IP Network Services (either completely or with respect to one or more Customer Sites) without terminating this agreement until Customer cures the breach. During such suspension, Customer shall continue to remain liable for all fees and other amounts payable in accordance with the terms hereof.


15.1 Customer Service Order. TACTICAL-IP Network Services, and shipments of the TACTICAL-IP Solution shall be made only against a written Customer Service Orders Form issued by Customer separate from this Service and Support Agreement. At a minimum, each Customer Service Order shall specify: (a) a complete list of the products covered by the purchase order, including the quantity, model number(s), and description(s); (b) the price for such products; (c) the billing address, the Customer destination to which the products will be delivered and any specific requested delivery means or carrier, and a requested delivery date (in accordance with ICS’ standard lead time schedules); (d) the type of Network Service and term of service; and (e) the signature of a person authorized by Customer to place and execute the purchase order. ICS shall not be obligated to accept any purchase order that does not include the information set out in items (a) through (e). In the event of any conflict between the terms and conditions of this Service and Support Agreement and those of any purchase order or other ordering document or communication, the terms and conditions of this Service and Support Agreement shall control.

15.2 Term of Customer Service Order. Each Customer Service Order shall be effective as of the applicable Service Start Date and shall continue in full force and effect for the period set forth in the applicable Customer Service Order, until and unless terminated as provided herein. At the end of the initial term, the applicable Customer Service Order shall automatically renew for successive twelve (12) month terms at ICS’ then current fees unless and until either party terminates the applicable Customer Service Order pursuant to Section 15.3.

15.3 Termination of Customer Service Order. Either party may terminate any applicable Customer Service Order, but not the Agreement as a whole, immediately upon the occurrence of any of the following events:

(a) at the end of the Initial Term or any Renewal Term, if one party has provided the other party at least thirty (30) days written notice prior to the end of the applicable Term;

(b) the other party materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of payments; timely payment shall be considered to be a material provision) after receipt of written notice describing the breach; or

(c) the other party shall seek protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other and not dismissed within sixty (60) days; or

(d) if at any time ICS, or its designees, can no longer comply fully with the provisions of this Agreement because of FCC or other government or agency rules or regulations which are inconsistent with this Agreement or the use of any products or services to be provided to Customers in any jurisdiction, then either party may (i) terminate the applicable Customer Service Order as it applies to any such jurisdiction without any liability whatsoever by giving thirty (30) days prior written notice, or (ii) negotiate to modify this Agreement or the applicable Customer Service Order so as to conform with such rules and regulations.

15.4 Effect of Termination of Customer Service Order. Upon termination of an applicable Customer Service Order, all rights of Customer with respect to the applicable TACTICAL-IP Network Services herein shall terminate, and unless otherwise agreed to by both parties in writing, ICS shall not be responsible for assisting Customer with any transition of the Customer Site to a new network provider. If ICS terminates an applicable Customer Service Order pursuant to Sections 17.2(b) or 17.2(c), then ICS may retain the Service Deposit, and all fees through the end of the then-current term of the applicable Customer Service Order shall be due and payable as of the effective date of termination.


16.1 Public Announcements. Except as expressly permitted herein, neither party will make public announcements or issue press releases relating to this Agreement or the terms of this arrangement without the prior written consent of the other party, which consent or refusal shall not be unreasonably withheld or delayed, provided that (a) either party may originate such public announcement if required by law, and (b) each party hereby consents to the other party’s inclusion of its name and the fact that ICS and Customer have entered into the arrangement set forth herein in partner listings, web sites and marketing materials that may be published as part of a party’s marketing efforts.

16.2 Relationship of Parties. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and nothing contained herein shall be deemed to constitute either party as the agent, representative or franchisee of the other party, or both parties as joint ventures or partners for any purpose. The relationship of the parties hereunder is solely that of a buyer and seller. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in
connection therewith. Except as expressly provided herein, a party shall have no right to exercise any control whatsoever over the activities or operations of the other party, or commit the other party to any obligation or course of action. ICS is an equal opportunity employer.

See County Agreement, Section 35.

16.3 Assignment. This Agreement and the rights and obligations herein may not be assigned or transferred, in whole or in part, by the Customer without the prior written consent of ICS, which consent shall not be unreasonably withheld or delayed. ICS may assign or transfer this Agreement, and the rights or obligations hereunder, in whole or in part, to third parties, including successors to the business to which this Agreement relates, without the consent of the Customer. Any assignment or transfer in violation of this provision shall be void and without effect. In the case of any permitted assignment or transfer of, or under this Agreement, or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties herein.

16.4 Governing Law and Legal Actions. This Agreement, the Customer Service Order, and the transactions contemplated hereby shall be governed by and construed under the laws of the State of Maryland, U.S.A. and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or Maryland’s or any other implementation of the Uniform Computer Information Transactions Act. Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to the terms of this Agreement, Customer Service Order, or at law, or the breach, termination or invalidity thereof, that cannot be settled amicably by agreement of the parties hereto, shall be finally settled in accordance with the arbitration rules of the International Chamber of Commerce (“ICC”), Paris, then in force by one or more arbitrators appointed in accordance with said rules. The appointing authority shall be the ICC Court of Arbitration. The place of arbitration shall be Annapolis, Maryland U.S.A. The proceedings shall be in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys’ fees. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

16.5 Export Control. Customer shall comply with, and shall, at ICS’ request, demonstrate compliance with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. Customer shall not export or re-export, or allow the export or re-export of any product, technology or information it obtains pursuant to this Agreement (or any direct product thereof) in violation of any such laws, embargoes, restrictions or regulations, including, but not limited to, export or re-export to Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan or any other country subject to United States trade embargoes, or to any party on the United States Export Administration Table of Denial Orders or the United States Department of Treasury List of Specially Designated Nationals, or to any prohibited destination in any of the Country Groups specified in the then-current Supplement No. 1 to Part 740 of the Commerce Control List specified in the then-current Supplement No. 1 to Part 738 of the United States Export Administration Regulations (or any successor supplement or regulations). Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export or re-export from the United States to Customer locations in compliance with all applicable laws and regulations prior to shipment thereof. Customer shall indemnify ICS and its directors, officers, agents, network service providers and employees from and against any and all violations of this provision.

16.6 Corrupt Practices. Pursuant to the Foreign Corrupt Practices Act of the United States, Customer shall not corruptly make an offer, payment, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to any government official for the purpose of obtaining or keeping any business, license or authorization hereunder, and Customer shall indemnify ICS from any failure to comply with, or violation of, such act by Customer.

16.7 Notices. All notices under this Agreement, and Customer Service Orders will be in writing, in English and will be deemed to have been duly given when received, if personally delivered, when received electronically, or if transmitted during normal business hours by facsimile or email, the business day after it is sent, if sent for priority or next day delivery by recognized overnight delivery service, and upon receipt, if sent by certified or registered mail, return receipt requested to a party at the addresses listed on the Customer Service Order.

16.8 Modification. No modification of this Agreement shall be effected by either party’s use of any order form, purchase order, acknowledgement, license, shrink wrap, box top, or check wrap license, or other form containing additional or different terms. This Agreement may only be modified by an instrument in writing duly executed by authorized representatives of Customer and ICS, making specific reference to this Agreement and the clause to be modified.

16.9 Waiver. No provision of, right, power or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing signed by an authorized representative of the party against whom the waiver is sought to be enforced. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to such waiver.

16.10 Entire Agreement. This Agreement includes the Customer Service Order, the exhibits, schedules and attachments hereto, which are hereby incorporated in this Agreement by reference. This Agreement is the entire agreement between the parties with respect to
the subject matter hereof and supersedes all proposals, negotiations, conversations, discussions, letters of intent, memoranda of understanding, term sheets, whether written or oral, between parties relating to the subject matter of this Agreement and all past dealing or industry custom.

16.11 **Headings.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

16.12 **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect in any jurisdiction, then such invalidity, illegality or unenforceability will affect only such provision in such jurisdiction, and will not in any manner affect the provision in any other jurisdiction, or any other provision of this Agreement in any other jurisdiction. The parties hereby authorize a court or arbitrator to substitute such invalid, illegal or unenforceable provision with a valid provision that reflect the original intent of the parties as nearly as possible.

16.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16.14 **Basis of Bargain.** Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this agreement are material, bargained for bases of this agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this agreement and the decision by each party to enter into this agreement.

Signed:

I hereby acknowledge: (1) I have read and agree to the terms of service for TACTICAL-IP services (2) I have authority to make this agreement for services on behalf of my company or agency

________________________
Signature

________________________
Printed Name, Title

________________________
Date
EXHIBIT A

SERVICE LEVEL AGREEMENT

Subject to the terms and conditions of the Service and Support Agreement, the following service levels shall apply to ICS’ provision of TACTICAL-IP Network Services.

1. **Definitions.** Unless otherwise defined below, capitalized terms used in this Exhibit A shall have the respective meaning assigned thereto in the Agreement to which this Exhibit A is attached.

1.1 “Annual Period” means a twelve-month period beginning on the date (or anniversary thereof) that ICS began providing TACTICAL-IP Network Services to a particular Customer for a particular Customer Site pursuant to a valid Customer Service Order and ending on the anniversary of such date.

1.2 “Service Availability” means ((total number of minutes per calendar Month minus Network Downtime) divided by (total number of minutes per calendar Month)) multiplied by 100.

1.3 “Network Downtime” means the time period commencing upon ICS’ acknowledgement following notice from Customer that the TACTICAL-IP Network Services are Unavailable to Customer due to failure of the TACTICAL-IP Network Services and ending upon notice to Customer that the TACTICAL-IP Network Service has been restored.

1.4 “Unavailable” means that (1) the Customer is experiencing at least fifty percent (50%) packet loss, as measured by ICS, and (2) Customer’s personnel and other resources are available to assist ICS in connection with the resolution of the service failure (and shall not include time that the Customer’s personnel or resources are not available). Unavailable does not include the exclusions set forth in Section 4.7 of this Exhibit A.

1.5 “Service Credit” means a credit against amounts owed to ICS for a particular Customer Site calculated in accordance with this Exhibit A. One (1) Service Credit equals 1/720 of the amounts payable to ICS for TACTICAL-IP Network Services for the applicable calendar Month, in respect of a particular Customer Site pursuant to the applicable Customer Service Order.

2. **Reporting Unavailability**

2.1 **Customer Investigation.** Prior to reporting any potential issue of Unavailability of TACTICAL-IP Network Services, Customer shall first complete preliminary investigations and testing in accordance with Section 7.1 of this Agreement.

2.2 **Customer Reporting.** Subject to Section 4 of this Exhibit A, if the TACTICAL-IP Network Services are Unavailable, then Customer shall so notify TACTICAL-IP as set forth in Section 2.3 of this Exhibit A.

2.3 **Reporting.** Customer may contact TACTICAL-IP’s Network Operation Center 24 hours per day, seven (7) days per week, via telephone, facsimile or email to report the Unavailability of TACTICAL-IP Network Services. ICS shall use its commercially reasonable efforts to respond to any report of Unavailability of the TACTICAL-IP Network Services within fifteen (15) minutes following receipt of such report by either (a) telephone or (b) the same means by which the inquiry was submitted by Customer, which response shall acknowledge receipt of the report and issue a tracking number.

2.4 **Escalation Process.** Where no response to a report of Unavailability is received from ICS within the timeframe specified above, the following escalation contact protocol shall apply:

<table>
<thead>
<tr>
<th>Elapsed Time:</th>
<th>Escalation Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 Minutes</td>
<td>Network Operations Center (“NOC”)</td>
</tr>
<tr>
<td>1 Hour</td>
<td>Director of NOC</td>
</tr>
<tr>
<td>2 Hours</td>
<td>VP of Operations</td>
</tr>
<tr>
<td>6 Hours</td>
<td>President</td>
</tr>
</tbody>
</table>

3. **Resolution.**

3.1 **ICS Resolution.** Following receipt of a report of Unavailability of TACTICAL-IP Network Services, ICS shall work with Customer to investigate and resolve such Unavailability and restore TACTICAL-IP Network Services. Customer shall ensure that the appropriate personnel and other resources are available to assist ICS in connection with the resolution of the service failure during all periods of Unavailability.
3.2 **Reporting To Customer.** ICS shall promptly contact Customer upon the restoration of service. In addition, ICS shall provide Customer with daily updates regarding Unavailability of ICS Network Services, which are not resolved within twenty-four (24) hours after the initial report to ICS from Customer.

4. **Service Availability and Credits.**

4.1 **Service Credit Accrual.** Beginning on ICS’ confirmation of the service failure, and subject to Section 4.7 of this Exhibit A, one (1) Service Credit shall accrue for each hour that the Service Availability is less than 99.5% as measured over each Annual Period. Service Credits shall not accrue for any time that Customer fails to make appropriate personnel and resources available to ICS.

4.2 **Customer Must Request Service Credits.** To claim entitlement to Service Credits, Customer must contact ICS Customer Service within ten (10) days after the end of the month during which the incident(s) for which Service Credits are requested occurred.

4.3 **Service Credit Increments.** All site Unavailability times shall be calculated in five (5) minute increments for the periods described in Section 4.1 of this Exhibit A. Service Credits shall be pro rated to the nearest five (5) minute interval (for example, a 30 minute service outage in excess of the Service Availability guarantee would result in 50% of a Service Credit).

4.4 **Maximum Service Credits.** The maximum number of Service Credits that may be credited for any reason to Customer for any Customer site will be 720 Service Credits in any one calendar month.

4.5 **No Refunds.** Service Credits shall be applied only to the applicable Monthly Recurring Fees following the month during which the event giving rise to the Service Credit occurred. In no event shall Customer be provided a Service Credit in cash, refund, or any other form other than a credit against applicable Monthly Recurring Fees.

4.6 **Exclusive Remedy.** Regardless of any provision of this Agreement or otherwise, Customer’s sole remedy for ICS’ or its designee’s failure to provide the TACTICAL-IP Network Services as indicated shall be the Service Credits provided for in this Section 4 of this Exhibit A.

4.7 **Exclusions.** The TACTICAL-IP Network Service shall not be deemed Unavailable and ICS will not incur any Service Credit or otherwise be obligated or liable for or in connection with any failure in the TACTICAL-IP Network Services due to the following: (a) traffic volumes in excess of those committed by ICS, as set forth in the applicable Customer Service Order; (b) the negligence, or acts of omissions of Customer (including, without limitation, violation of Policies, non-fulfillment of its obligations under this Agreement, or damage to any equipment used to access the TACTICAL-IP Network Services); (c) anything beyond the reasonable control of ICS, including but not limited to acts of God, fire, flood, adverse weather conditions, meteorological or atmospheric occurrences or disturbances (including sun outages), or other natural events, any irreparable satellite component failure, satellite unavailability, externally cause interference, acts of government, national emergencies, and the like; (d) scheduled maintenance; (e) slow data rates that do not render the TACTICAL-IP Network Services Unavailable; (f) Unavailability resulting from Customer’s failure to use ICS approved VSAT’s or non-penetrating roof mounts; or (g) suspension of TACTICAL-IP Network Services by ICS pursuant to Section 14.8 of the Agreement.
EXHIBIT B

ACKNOWLEDGEMENTS TO TACTICAL-IP VoIP ("TACTICAL-VOICE") SERVICE AND 911-TYPE SERVICE

INTRODUCTION Pursuant to the Federal Communications Commission’s VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), §§ 48-49, and Section 9.5(e) of the FCC’s rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."

Because ICS is providing VoIP Voice Services to you, we are obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgment of having received and understood these disclosures.

Prior to submitting your order, you need to sign and return to us the acknowledgement at the end of this letter to acknowledge that you understand the limits of the 911 capabilities of ICS Voice Services, and to acknowledge that you will comply with your obligation to inform your subscribers of these limitations.

"911-type Services" means functionality that allows end users to contact emergency services, including, without limitation, police, and fire and hospital medical services. 911-type Services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information). Enhanced 911-type Service is not immediately available in all areas, and is subject to the capabilities of the local PSAP.

ICS' VOIP service may not support 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher. You acknowledge and understand that 911-type dialing is NOT automatic, that you and your subscribers must separately take affirmative steps to effectuate such 911-type Services and that such 911-type Services is different in a number of important ways from traditional 911 service as set forth below.

You acknowledge and understand that subject to the limitations set forth below, every subscriber must provide a subscriber location (in the form of a valid street address) and you and your subscribers are responsible for correctly and timely inputting, validating, maintaining and updating such subscriber location information in the manner prescribed by ICS. You acknowledge and understand that 911-type Services will not be available to a particular subscriber in the event of the assignment of a telephone number to a subscriber location outside of the geographic rate center associated with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered subscriber location associated with such telephone number; or you or your subscriber fail to or are delayed in maintaining and updating subscriber location information as required to enable that information to be registered in the local telephone company's Automatic Location Information database.

You acknowledge and understand that 911-type Services will not be available to a particular subscriber in the event of an outage, degradation or other disruption of electric power at the subscriber location.

You acknowledge and understand that 911-type Services will not be available to a particular subscriber in the event of an outage, degradation or other disruption of the subscriber broadband Internet connection.

You acknowledge and understand that 911-type Services will not be available to a particular subscriber in the event of a suspension of your account as a result of nonpayment or other breaches by you.
ACKNOWLEDGEMENT:

I hereby acknowledge that: (1) My company or agency understands the 911 limitations of the TACTICAL-VOICE VOIP Services; (2) My company or agency will inform its subscribers of the 911 limitations of TACTICAL-VOICE VOIP Services, and will obtain and retain their acknowledgements of receiving and understanding this information; (3) My company or agency will distribute warning stickers or other appropriate labels warning subscribers of 911 limitations; and (4) I have authority to make this acknowledgement on behalf of my company.

________________________
Signature

________________________
Printed Name, Title

________________________
Date