



EXECUTIVE ASSURANCE AGREEMENT

Comprehensive Additional Coverage

This EXECUTIVE ASSURANCE Agreement is made between Gibson Teldata, Inc., hereinafter referred to as Company, a corporation having its primary mailing address as Post Office Box 3000, Terre Haute, IN 47803-0115 and:

Legal Business Name	Vermillion Administration Building	County	Customer ID Number	
Mailing Address	201 N. Vermillion	City, State Zip Code	Danville, Illinois 61832	
System Contact Name	Jennifer Jenkins, office Mgr Building and grounds	Area Code and Phone	217-554-6006	

Site ID	Site Name	Address	Cutover Date
		201 N. Vermillion, Danville, Illinois 61832	2/4/2018

CUSTOMER: Vermillion County Administration Building:

Michael T. Mason
Signature

Chairman Vermillion County
Jennifer Jenkins, office Mgr Building and grounds
Printed or Typed Name and Title

12/21/18
Date

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GIBSON TELDATA, INC.:

Signature

Brett J. Gibson, President

Printed or Typed Name and Title

Date

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**EXHIBIT A
EXECUTIVE ASSURANCE AGREEMENT**

Comprehensive Additional Coverage

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
		NEC Platform
1	BE113016	GPZ-BS10
1	BE113018	GCD-8DLCA 8 Port Digital Station Card
1	BE113017	GPZ-BS11
1	BE113029	GCD-4COTB 4 Port Trunk Card
1	Q24- UW000000107852	SV9100E 12 Phone Package
1	BE113437	GPZ-8LCF
1	BE113030	GPZ-4COTF 4 Port Trunk Daughterboard
4	BE113020	GCD-16DLCA 16 Port Digital Station Card
1	BE112986	CHS2UG-US Expansion Chassis
1	BE113436	GPZ-4LCF
2	BE113435	GCD-8LCF
30	BE116416	SV9100 VMBOX-LIC 01
140	BE114042	SV9100 Resource-License 01
34	BE114153	SV9100 Standard User-License 01
1	BE113037	GCD-PRTA PRI Card
16	BE114066	SV9100 Networking-License 01
5	A20-030439-001	Installation Cable
2	BE106407	Wall Mount Kit
		NEC Terminals
2	Q24- FR000000119653	DTZ-8R-1 Cordless DECT Telephone
2	Q24- FR000000107278	DESI ITZ/DTZ-12D-24D (25)
2	Q24- FR000000125806	DTZ REPLACEMENT BATTERY
12	BE113807	DTZ-24D-3(BK)Tel - 24 Button Black Digital Terminal
7	BE113807	DTZ-24D-3(BK)Tel - 24 Button Black Digital Terminal
		NEC Miscellaneous
1	Q24- DN000000106299	5 YEAR WARRANTY
		Protection and UPS
1	ITWCAT6-LAN	Category 6 LAN Protector, 4 Pair, 16V, 110 Connectors
1	PAAM4KSU	Towermax 4 KSU Surge Protector
1	PAAMCO8110	Towermax CO/8-110 8 Line W/110 Connector
1	PAAMLLT1	Towermax LL(T1) T-1/PRI Surge Protection
2	APCSMT1000	Smart-UPS 1000VA LCD 120V Tower
		Cabling
2	MIDPC-5E-07-BK	Category 5e Patch Cord 7'

Miscellaneous

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<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
1	Misc	Installation Materials
202	BE115105	NEC Software Assurance SWA PSA SV9100 Unit

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PURCHASE AND INSTALLATION AGREEMENT

This PURCHASE AND INSTALLATION Agreement is made between Gibson Teldata, Inc., hereinafter referred to as Company, a corporation having its primary mailing address as Post Office Box 3000, Terre Haute, IN 47803-0115 and:

Legal Business Name	Vermillion Administration Building	County	Customer ID Number	
Mailing Address	201 N. Vermillion	City, State Zip Code	Danville, Illinois 61832	
System Contact Name	Jennifer Jenkins, office Mgr Building and grounds	Area Code and Phone	217-554-6006	

Site ID	Site Name	Address	Cutover Date
		201 N. Vermillion, Danville, Illinois 61832	2/4/2018

CHARGES		CREDITS	
Equipment Total \$33,887.10	Professional Services \$26,752.00	Trade \$0.00	Rebate \$0.00

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Sales Tax \$0.00	Subtotal \$60,639.10	Discount -\$11,920.49	Total Due \$48,718.61
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EXHIBITS ATTACHED: A Equipment and Services, B Executive Assurance Choice

SUPPLEMENTAL SHIFT COVERAGE: Yes Payable Included

In consideration of the mutual agreements herein contained, Gibson Teldata, Inc., agrees to sell to and install for Customer and Customer agrees to purchase from Gibson Teldata, Inc., (either directly or through the exercise of the lease options below) the equipment (hardware and software) herein set forth.

1. INSTALLATION

Gibson Teldata, Inc. shall install the Equipment at the Location(s) (hereinafter referred to as the "Premises") and on the following Cutover Date(s) indicated above.

Unless otherwise indicated, the price includes delivery to the Premises.

2. PURCHASE OR LEASE AND PAYMENT

The Purchase Price for the Equipment is the total due indicated above. Customer shall be responsible for any sales, use, excise, property or other taxes not included above. Customer shall exercise its option to purchase or lease the Equipment by checking and completing either (a) or (b) below. Do not check and complete both.

X	(a) PURCHASE OPTION
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Customer hereby purchases the Equipment from Gibson Teldata, Inc. and agrees to pay Gibson Teldata, Inc. the Purchase Price for the Equipment, as follows:

70%	Due upon execution of the Agreement by Customer
0%	Due at Cutover
30%	Due 30 days after Cutover Date

No payment by Customer or receipt by Gibson Teldata, Inc. of a lesser amount of the Purchase Price or any other sum due hereunder, shall be deemed to be other than on account of the total due schedule above, nor shall any endorsement or statement on any check or letter accompanying such check or payment be deemed an accord and satisfaction. Gibson Teldata, Inc. may accept such check or payment without prejudice to Gibson Teldata, Inc. right to recover the balance of the Purchase Price or pursue any other remedy available under this Agreement at law or in equity.

	(b) LEASE OPTION
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Customer shall enter into a binding agreement with a leasing company acceptable to Gibson Teldata, Inc. providing for a lease of the Equipment by Customer from Lessor under the terms set forth in Lessor's standard lease. Gibson Teldata, Inc. will cooperate with Customer in arranging for such lease, however, Gibson Teldata, Inc. will have no responsibility or liability if such lease is not obtained. Upon execution by Customer of this Agreement, Customer shall provide Gibson Teldata, Inc. a commitment letter regarding said lease, in form satisfactory to Gibson Teldata, Inc. Gibson Teldata, Inc. shall not be required to commence the shipment or installation of the Equipment until Gibson Teldata, Inc. has received the purchase order, a copy of such lease executed by the Customer and Lessor, and the commitment letter referred to above. Any date of Cutover will be extended accordingly in the event of a delay in receiving the purchase order, executed lease or commitment. In the event Customer is unable to secure a lease within sixty (60) days of signing this Agreement, or a least sixty (60) days prior to the scheduled installation date if earlier, this Agreement will be cancelled and Customer will reimburse Gibson Teldata, Inc. for any out-of-pocket costs or expenses incurred by Gibson Teldata, Inc. with respect to this Agreement.

3. LIMITED WARRANTY AND DISCLAIMERS

Subject to the provisions of this Article, Gibson Teldata, Inc. will warrant the solution for a period of:

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5 Years	Hardware
1 Year	Labor

from the Cutover date that the equipment will be free of defects in material or workmanship. This Warranty will extend to equipment manufactured by others if it is sold, installed and maintained by Gibson Teldata, Inc., as part of the system, which comprises the Equipment herein. Gibson Teldata will honor the hardware and software warranties provided by the manufacturer if they exceed those stated above. If any defects covered by this Warranty appear and Gibson Teldata, Inc. is notified within the said Warranty period, Gibson Teldata, Inc. shall have the option of repairing or replacing the defective component(s) of the Equipment at its expense. Reconditioned replacement components, parts or materials may be used in any such repair or replacement. Repaired or replacement parts or components are warranted for the remainder of the original Warranty period or for:

90	Days
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after replacement whichever is longer. The foregoing Warranty shall be void for any item of the Equipment which has been subject to: (1) alteration or repair by persons not authorized by Gibson Teldata, Inc.; (2) misuse, negligence, accident, fire or other casualty; (3) operation beyond its design range, improper testing, or mishandling in any way; or (4) improper installation, maintenance or service by persons not authorized by Gibson Teldata, Inc. Gibson Teldata, Inc. reserves the right to make any changes in the design or construction of the Equipment supplied hereunder at any time without incurring any obligation to make any change whatsoever to the Equipment previously shipped. The above Warranty does not extend to products normally consumed in operation or which have a normal life shorter than twelve (12) months; as to such products Gibson Teldata, Inc. conveys to Customer the Warranty, if any, of Gibson Teldata, Inc.'s supplier.

Company will provide the Maintenance Services described herein during the term of this Agreement so long as Customer is not in default. These Maintenance Services will be performed in accordance with generally accepted technology industry standards by use of personnel trained in repair and maintenance of the Equipment. Customer must promptly advise the Company's authorized maintenance representative of any Equipment malfunction regardless of cause.

For major malfunctions of the Equipment system, (defined as a failure of a console, or twenty percent (20%) or more of trunks out of service, or thirty-three percent (33%) or more of stations out of service within the Customer's system) service will be provided 7 days-a-week 24 hours-a-day, and the Company will endeavor to respond within four (4) hours of its receipt of a request for such service. For all non-major malfunctions service will be provided during the Principal Period of Maintenance ("PPM"), and the Company will endeavor to respond within one (1) business day of its receipt of a request for such service. The PPM is defined as 8:00 A.M. to 5:00 P.M., local time Monday through Friday, excluding Company observed holidays.

For preventative maintenance and repair of minor Equipment malfunctions (defined as any malfunction other than a major malfunction) service will be performed during the PPM and the Company will endeavor to respond within one (1) business day of its receipt of a request for such service.

Company will bear the cost of labor and parts for services performed in maintaining Customer's Equipment (as listed on attached Exhibit A to this Agreement) in good operating condition.

The maintenance of any software is limited to the application database of the Equipment. Company's services and materials do not under any circumstances extend to maintaining generic software or operating system software, other than normal reloading. Customer grants to Gibson Teldata, Inc. a security interest in any property, Equipment or parts which may be delivered or installed for the Customer by Gibson Teldata, Inc. in the future (the Future Property) and any proceeds thereof as security for payment due Gibson Teldata, Inc. under this Agreement.

Maintenance or repairs attributable to unauthorized attempts by customer to repair or maintain the equipment, fault or negligence of customer, improper use or misuse of the equipment by customer, causes external to the equipment, such as, but not limited to, air conditioning failure, or failure or malfunction of the external trunk or cable lines, abnormal power fluctuations or failures, power surges or spikes caused by lightning, or accident, casualty, neglect or other performance affecting events not caused by company shall not be considered part of company's normal duties to maintain equipment and will be chargeable at the company's then current time and materials rate.

Company shall not be responsible for failure to provide service hereunder (i) at locations deemed hazardous to the health or safety of Company's employees or representatives or (ii) where such failure results from causes beyond the reasonable control of Company, including, but not limited to, acts or inaction of the Customer, acts of God, acts of Government, strikes or labor disputes, failure of

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transportation, fire or flood or other casualty, and failure of subcontractors or suppliers. No recovery of any kind against Company or its agents for breach of this Agreement shall be greater in amount than the cost of services rendered hereunder and/or material provided.

4. CUTOVER

The Cutover Date means the day when the Equipment is connected with telephone carrier lines and becomes operational. The requested Cutover Date indicated above is based on the completion prior thereto of the Customer's Responsibilities referred to in Article 2 hereof and the ability of the local Telephone Utility to provide the necessary line facilities. Gibson Teldata, Inc. shall furnish such personnel, tools and test Equipment as are necessary to install the Equipment on the requested Cutover Date or as soon as thereafter feasible. Gibson Teldata, Inc. shall perform the installation during normal work hours and workdays. Gibson Teldata, Inc. shall use its best efforts to make timely delivery and installation. However, all stated delivery or installation dates are approximate and Gibson Teldata, Inc. SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM DELAYS IN DELIVERY OR INSTALLATION.

5. TITLES AND RISK OF LOSS

Title to the equipment hardware shall remain with Gibson Teldata, Inc. until and shall pass to Customer upon payment in full of the Purchase Price and completion of all other obligations of Customer under this Agreement. Customer shall assume risk of loss to the Equipment upon delivery of the Equipment to Customer's Premises. Customer agrees to maintain insurance on the Equipment while at the Premises at full replacement value against fire, earthquake, and other risks, naming Gibson Teldata, Inc. as an Insured until title passes to Customer. Until title passes to Customer, Customer will not create, assume or suffer to exist any security interest, lien or encumbrance upon the Equipment ranking equal to or above Gibson Teldata, Inc.'s, security interest granted herein, nor will Customer see, lease dispose of or remove the Equipment from the Premises.

6. SECURITY INTEREST

Customer grants to Gibson Teldata, Inc. a security interest in the Equipment and any proceeds thereof to secure payment of the Purchase Price and satisfaction of all obligations of Customer to Gibson Teldata, Inc. under the terms of this Agreement. Customer agrees to execute such documents as Gibson Teldata, Inc. may reasonably require perfecting its interests in the Equipment. The parties acknowledge their intention that the aforesaid security interest shall attach when Customer obtains rights in the Equipment. Customer further grants to Gibson Teldata, Inc. in the future ("the Future Property") and any proceeds thereof as security for the due payment in full to Gibson Teldata, Inc. for such property.

In the event the remedies provided fail of their essential purpose Gibson Teldata, Inc. shall have the right but not the obligation to refund the money paid for the particular item of Equipment less a reasonable amount for its use. This Warranty shall not cover adds, moves or changes requested by customer nor will it cover programming changes requested after expiration of thirty (30) days from Cutover. Gibson Teldata, Inc. will use its best efforts to respond to service requests for malfunctions. Gibson Teldata, Inc. provides its normal Warranty service from 8 am to 5 pm, Monday through Friday except holidays. Service requests shall be directed to Gibson Teldata, Inc.'s service department. Customer may have 24 hours-a-day, 7 days-a-week or other customized coverage for all malfunctions by obtaining a supplemental Maintenance Agreement to this Agreement at an additional charge.

7. LIMITED LIABILITY

Gibson Teldata, Inc. shall not be liable for, and customer shall indemnify and hold Gibson Teldata, Inc. harmless from, any commercial losses, loss of revenues or profits, loss of goodwill, inconvenience, or exemplary, special, incidental, indirect, consequential or punitive damages whatsoever, or claims of third parties, regardless of the form of any claim, whether in contract or tort, whether for breach of this agreement, or defective equipment, or arising from customer's inability to use the equipment either separately or in combination with any other equipment, or from loss of data or from any other cause, even if Gibson Teldata, Inc. has been advised or should be aware of the possibility of such damages. Gibson Teldata, Inc.'s liability for loss or damages shall not exceed the price paid for the particular item of equipment regardless of the form of any claim. Gibson Teldata, Inc. shall have no liability resulting from use of the equipment in conjunction with life-support devices.

8. FORCE MAJEURE, CUSTOMER CHANGES AND DELAYS.

The Cutover Date and any other performance by Gibson Teldata, Inc. hereunder shall be subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or inaction of the Customer, or any other cause beyond the reasonable control of Gibson Teldata, Inc. or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Gibson Teldata, Inc.). In the event of any delay, the date(s) set forth herein and the times for performance will be extended accordingly for delay. Changes to the Equipment before Cutover requested by Customer, if received and accepted by Gibson Teldata, Inc. sufficiently in advance, will be implemented by Gibson Teldata, Inc.'s best efforts; however, delay in Cutover may result and Customer agrees to pay any resulting added charges by Cutover. Cumulative delays requested by Customer of more than twenty (20) days will result in increased associated labor and material costs, price increases instituted by Gibson Teldata, Inc. applicable to all customers and any applicable Equipment shortage and carrying charges.

9. CUSTOMER'S RESPONSIBILITIES

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Customer will, at its expense, take the following action for purposes of the Installation and continued maintenance of the Equipment.

(a) Prior to Installation: (i) obtain all necessary approvals from lessors, mortgagees or third parties to permit Gibson Teldata, Inc.'s installation and maintenance services and hold Gibson Teldata, Inc. harmless from claims or actions by such third parties as a result of such services; (ii) provide suitable building facilities for the Equipment in accordance with standard architectural telephone planning design and all such facilities required under local codes, (i.e. ducting, conduit, structural borings, etc...) for cable and conductors in floors, ceilings and walls; provide plywood backboards as required; provide trenching, digging and restoration for all outside work; where permissible and desired by Customer. Gibson Teldata, Inc. will use special cable (e.g., Teflon or aluminum wrapped) to minimize the need for conduit or ducts and Customer agrees to pay upon receipt Gibson Teldata, Inc.'s invoice for the additional charges for such special cable; (iii) provide a finished Equipment Room of sufficient size and including all finish work, painting and lighting; (iv) provide all necessary ventilating, heating, cooling, humidity and dust control Equipment necessary to ensure that the Equipment Room will meet all environmental requirements provided by Gibson Teldata, Inc. and that such Equipment Room will be dry, free of dust and in such condition as not to be injurious to the employees or agents of Gibson Teldata, Inc. or the Equipment to be installed; (v) provide clear, dedicated power for electrical service as necessary with suitable terminals in equipment and other rooms where required; (vi) provide installed metallic grounds with sufficient slack as required by the Equipment in the Equipment Room and installed in conformity with the National Electrical Code and applicable local codes; (vii) remove any existing Equipment or cable impediments to the installation of the Equipment; (viii) take proper steps to protect the Equipment Room from water pipes and sprinklers which could cause damage to the Equipment, and from radio frequency and other similar types of interference; (ix) be responsible for ensuring that the structural stability of the Premises is sufficient for the Equipment to be safely installed; (x) immediately notify Gibson Teldata, Inc. of any anticipated delay in building availability, or inability to meet any of the above-listed requirements; (xi) immediately upon execution of this Agreement provide to Gibson Teldata, Inc. all necessary line, trunk and/or central office information; (xii) provide Gibson Teldata, Inc. with a signed letter of agency requests upon the serving Network Carrier for Customer's Equipment interconnection requirements, including carrier service for testing purposes where necessary; serving Network Carrier charges for these services are not included in the price and shall be separately paid by Customer; (xiii) assign an individual to be the primary contact with Gibson Teldata, Inc. with signature authority to assist in installation including the finalization of the data base, locating and selecting the station Equipment; and (xiv) Gibson Teldata, Inc.'s completion of installation notwithstanding, Customer's obligation to meet such requirement(s).

(b) In addition, during Installation: (i) Allow employees of Gibson Teldata, Inc., free access to the Premises at hours consistent with the requirements of the installation; (ii) not store anything in the designated room other than appropriate equipment; (iii) identify to Gibson Teldata, Inc., any Equipment, wiring or concealed conditions which might affect the Equipment or its installation and in the event of failure of disclosure hold Gibson Teldata, Inc. harmless from any claim, damage or liability resulting therefrom; (iv) provide suitable and accessible waste and sanitary facilities, and (v) cooperate with reasonable requests from Gibson Teldata, Inc. for assistance in testing or installation.

(c) Following Installation and as a condition for Gibson Teldata, Inc.'s warranty or other maintenance obligations: (i) continually maintain an operating temperature and relative humidity consistent with the Equipment manufacturer's recommendations at all times (24 hours a day, 7 days a week); (ii) maintain the other environmental conditions prescribed by Gibson Teldata, Inc.; (iii) maintain a lockable door to the Equipment Room; (iv) permit continued access to the Equipment Room by Gibson Teldata, Inc. maintenance personnel and limited access to other persons except as authorized by Customer; (v) allow maintenance inspections during normal work hours; inspections at other times requested by Customer will require special arrangement and are subject to premium charges; (vi) operate the Equipment strictly in the manner prescribed by Gibson Teldata, Inc.; (vii) not alter or permit the alteration of any Equipment or software programs without Gibson Teldata, Inc.'s prior written consent; (viii) permit Gibson Teldata, Inc. to install new or updated software to maintain the Equipment in its current condition during the Warranty period, with applicable charges for additional memory capacity, hardware and installation and software use fees; (ix) order additional moves, adds or changes as required and available at Gibson Teldata, Inc.'s then-current rates and delivery and installation cycles; and (x) not move or relocate the Equipment without Gibson Teldata, Inc.'s consent not to be unreasonably withheld, subject to changed Warranty circumstances.

10. PARTIES IN INTEREST, ASSIGNMENT, AMENDMENT

This Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by either party without the written consent of the other party except (a) to a successor corporation by merger or consolidation of either party, or (b) to any corporation acquiring by sale, lease or otherwise substantially all property, assets and business of either party, or any division or segment thereof having control of the activities or business to which this Agreement relates, or (c) to any corporation controlling, controlled by, or under common control with, either party. No amendment of this Agreement shall be binding on either party unless made in writing and signed by duly authorized officers of both parties.

11. REMEDIES ON DEFAULT

If any of Customer's obligations to Gibson Teldata, Inc. shall not be paid when due, or if Customer breaches any other provision hereof, or if at any time Customer cannot give Gibson Teldata, Inc. reasonable, written assurances of its solvency or ability to pay, or is named, whether voluntarily or involuntarily, as debtor in any proceeding brought under any applicable bankruptcy laws, or should Customer assign all or a substantial portion of its assets for the benefit of creditors, Customer shall be in default hereunder and all unpaid amounts shall, at

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Gibson Teldata, Inc.'s option, become immediately due and payable and/or Gibson Teldata, Inc. shall be entitled to enforce its security interest in the Equipment.

Upon Customer default, Gibson Teldata, Inc. shall have all rights and remedies under the Uniform Commercial Code and any other laws, including the right to any delinquent payments, for which Customer agrees to remain fully liable. In any event, if Customer cancels this Agreement prior to completion of the Installation, Customer shall pay Gibson Teldata, Inc. (1) for all costs and expenses for Equipment, materials and labor and (2) any loss in value of the Equipment and (3) as liquidated damages as a reasonable estimate of Gibson Teldata, Inc.'s lost profits and not as a penalty, twenty percent (20%) of the Purchase Price. No remedy of Gibson Teldata, Inc. hereunder shall be exclusive of any other remedy herein or provided by law but such remedies shall be cumulative and in addition to every other remedy. Customer agrees that in the event Gibson Teldata, Inc. takes any action for collection or otherwise to enforce or protest its rights or interest herein, Customer shall be responsible for and pay any and all costs associated with such collection or action including court costs and reasonable attorneys' fees, plus interest. All amounts remaining unpaid shall be invoiced to Customer and shall be subject to the net terms set out on said invoice.

12. GENERAL

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Indiana without giving effect to the principles of conflicts of laws. No delay or omission to exercise any right or remedy accruing to either party hereunder upon breach or default by the other shall impair any such right or remedy by such party nor be construed as a waiver of such breach or default or of any similar breach or default thereafter occurring. All waivers affecting the provisions herein shall be in writing signed by the party so waiving. Any provision or part hereof which shall be determined by an order of a court of competent jurisdiction to be invalid or unenforceable shall be severed from this Agreement without invalidating the remaining provisions hereof.

CUSTOMER HAVING CAREFULLY READ ALL THE PROVISIONS OF THIS AGREEMENT, EACH PAGE BEING INITIALED OR SIGNED, ACKNOWLEDGING A RECEIPT OF THIS AGREEMENT AND ALL OF THE ASSOCIATED ATTACHMENTS, IF ANY, MADE A PART HEREOF WHICH ARE THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF AND THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AGREED UPON, ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, EITHER ORAL OR WRITTEN, NOT HEREIN CONTAINED. NO MODIFICATIONS OF THIS AGREEMENT MAY BE MADE EXCEPT BY A LIKE SIGNED AGREEMENT.

UNTIL ACCEPTED AND SIGNED BY AN OFFICER OR AUTHORIZED REPRESENTATIVE OF Gibson Teldata, Inc., THIS AGREEMENT SHALL NOT BECOME EFFECTIVE AND SHALL NOT CONSTITUTE A BINDING CONTRACT.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO CAUSED THIS AGREEMENT TO BE PROPERLY EXECUTED, INTENDING THAT IT SHALL BE LEGALLY BINDING UPON THEM AND THEIR RESPECTIVE HEIRS, ESTATES, SUCCESSORS AND ASSIGNS. EQUIPMENT (SEE ATTACHED EXHIBIT A)

CUSTOMER: Vermillion County Administration Building:

Jennifer Jenkins
Signature

Jennifer Jenkins, office Mgr Building and grounds
Printed or Typed Name and Title

12-21-2017
Date

GIBSON TELDATA, INC.:

MM Customer Initials

Signature

Brett J. Gibson, President

Printed or Typed Name and Title

Date

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EXHIBIT A
PURCHASE AND INSTALLATION AGREEMENT
Schedule of Equipment and Services

<u>Qty</u>	<u>Description</u>
	NEC Platform
1	GPZ-BS10
1	GCD-8DLCA 8 Port Digital Station Card
1	GPZ-BS11
1	GCD-4COTB 4 Port Trunk Card
1	SV9100E 12 Phone Package
1	GPZ-8LCF
1	GPZ-4COTF 4 Port Trunk Daughterboard
4	GCD-16DLCA 16 Port Digital Station Card
1	CHS2UG-US Expansion Chassis
1	GPZ-4LCF
2	GCD-8LCF
30	SV9100 VMBOX-LIC 01
140	SV9100 Resource-License 01
34	SV9100 Standard User-License 01
1	GCD-PRTA PRI Card
16	SV9100 Networking-License 01
5	Installation Cable
2	Wall Mount Kit
	NEC Terminals
2	DTZ-8R-1 Cordless DECT Telephone
2	DESI ITZ/DTZ-12D-24D (25)
2	DTZ REPLACEMENT BATTERY
12	DTZ-24D-3(BK)Tel - 24 Button Black Digital Terminal
7	DTZ-24D-3(BK)Tel - 24 Button Black Digital Terminal
	NEC Miscellaneous
1	5 YEAR WARRANTY
	Protection and UPS
1	Category 6 LAN Protector, 4 Pair, 16V, 110 Connectors
1	Towermax 4 KSU Surge Protector
1	Towermax CO/8-110 8 Line W/110 Connector
1	Towermax LL(T1) T-1/PRI Surge Protection
2	Smart-UPS 1000VA LCD 120V Tower
	Cabling
2	Category 5e Patch Cord 7'
	Miscellaneous
1	Installation Materials
	Services
	<i>Installation and Design</i>
	Gibson Professional Service

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Qty Description
Project Management
Training
Gibson Professional Training

Warranty/Support
Gibson 5 Year Hardware Warranty

NEC Software Assurance
202 SWA PSA SV9100 Unit

Pricing excludes taxes and is valid until 1/20/2018

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EXHIBIT B
Executive Assurance Comprehensive Support Choices

Gibson Teldata, Inc. provides comprehensive, affordable coverage for your technology solutions over and above the 1 year labor and 5 year hardware warranty included. Gibson's technical staff is trained, certified, and equipped with the tools necessary to keep your system working smoothly and functioning properly, allowing you to maintain your commitment to your business, not the equipment that enables it.

Our Executive Assurance Additional coverage Includes:

- 7x24x365 Service
- Priority Queue for Service and MAC Requests
- Priority Emergency Service Response - 2 hour or less target
- Priority On-site Non-Emergency Service Response -16 business hour target
- Out of Hours Support
- \$20 per hour discount on Billable services such as Move, Add, and Changes
- Unlimited Service Calls and Help Line Support
- No Charge for Loaner Equipment
- Power Surge/Lightning Coverage
- Line Fault Isolation Coverage
- Operator or End-User Training
- Free Remote Programming for minor adds, moves or changes as well as service support

I authorize Gibson Teldata, Inc. to enroll me in the Executive Assurance Agreement for support services as set forth in the above executive assurance description on the terms and conditions attached hereto as exhibit B1. I understand I will be billed at the rate set forth on exhibit B1. I understand I will receive the additional coverage provided by the executive assurance agreement for the first year of the contract and that in addition to any other remedy Gibson Teldata Inc. is entitled to bill for any Executive Assurance additional coverage provided during that period in the event I fail to pay as required in attachment B-1.

Initial MM

I decline to take advantage of this special support offer. I understand that if I decide to enroll in an Executive Assurance Agreement at a later date, I will be billed at a higher rate and I will not receive protection against surge damage to equipment or the lower labor rate. Any service requested from Gibson Teldata, Inc. will be provided subject to the terms of Exhibit B-2.

Initial MM

CUSTOMER:

Gibson Teldata, Inc.

Signature: Michael T. Marron

Signature: _____

Print Name: Michael T. Marron

Print Name: Brett Gibson

Title: Chairman

Title: President

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EXHIBIT B-1

ANNUAL CONTRACT BILLING AMOUNT	\$3,486.75	BILLING CYCLE: Quarterly \$871.69
INITIAL CONTRACT TERM	Month 13 through Month 60 after cutover.	

CURRENT HOURLY RATES

BILLING PERIOD	IS OR IS NOT COVERED BY THIS AGREEMENT	HOURLY RATE FOR SERVICES NOT COVERED
A) 8:00AM TO 5:00PM MONDAY THROUGH FRIDAY	IS	\$114.50 per man hour one hour minimum
B) SUNDAYS OR LEGAL HOLIDAYS	IS	\$229.00 per man hour one hour minimum
C) ALL HOURS NOT LISTED IN A OR B	IS	\$171.75 per man hour one hour minimum
D) TRAVEL (minimum ¼ hour)	IS	SAME AS ABOVE APPROPRIATE PER MAN HOUR RATE.

All hourly rates subject to change without notice.

SEE ATTACHED "EXHIBIT A" FOR EQUIPMENT COVERED BY THIS AGREEMENT

TERMS AND CONDITIONS

1. EFFECTIVE DATE OF SERVICE

The services under this Agreement shall begin on the date shown as the effective date of service above and the term of this Agreement shall be as provided under Paragraph 9. This Agreement shall be effective upon signature by a duly authorized representative of Gibson Teldata, Inc. ("Company").

2. EQUIPMENT

For the term of this Agreement and with respect to the Equipment listed on Exhibit A to this Agreement, Company hereby agrees to provide Customer with Company's standard maintenance services as provided under Paragraph 4.

3. CONTROLLING DOCUMENT

This Agreement shall be in all respects the controlling document. This Agreement may be modified or amended only by a writing appropriately identified as a modification or amendment hereof and duly executed by both parties. In the event that an instrument in the nature of a purchase order is issued by Customer, such instrument shall be considered to be for Customer's internal use only and any provisions contained therein shall be inapplicable as this Agreement is the controlling document defining terms and conditions for services.

4. STANDARD SERVICES

Company will provide the Services described herein during the term of this Agreement so long as Customer is not in default. These Services will be performed in accordance with generally accepted telephone industry standards by use of personnel trained in repair and maintenance of the Equipment. Customer must promptly advise the Company's authorized maintenance representative of any Equipment malfunction regardless of cause.

For major malfunctions of the Equipment system, (defined as a failure of a console, or twenty percent (20%) or more of trunks out of service, or thirty-three percent (33%) or more of stations out of service within the Customer's system) service will be provided 7 days-a-

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week 24 hours-a-day, and the Company will endeavor to respond within four (4) hours of its receipt of a request for such service. For all non-major malfunctions service will be provided during the Principal Period of Maintenance ("PPM"), and the Company will endeavor to respond within one (1) business day of its receipt of a request for such service. The PPM is defined as 8:00 A.M. to 5:00 P.M., local time Monday through Friday, excluding Company observed holidays.

For preventative maintenance and repair of minor Equipment malfunctions (defined as any malfunction other than a major malfunction) service will be performed during the PPM and the Company will endeavor to respond within one (1) business day of its receipt of a request for such service.

Company will bear the cost of labor and parts for services performed in maintaining Customer's Equipment (as listed on attached Exhibit A to this Agreement) in good operating condition, subject explicitly to Paragraph 11 (Limitations of Liability) of this Agreement. The maintenance of any software is limited to the application database of the Equipment. Company's services and materials do not under any circumstances extend to maintaining generic software or operating system software, other than normal reloading. Customer grants to Gibson Teldata, Inc. a security interest in any property, Equipment or parts which may be delivered or installed for the Customer by Gibson Teldata, Inc. in the future (the Future Property) and any proceeds thereof as security for payment due Gibson Teldata, Inc. under this Agreement.

Service or repairs attributable to unauthorized attempts by Customer to repair or maintain the Equipment, fault or negligence of Customer, improper use or misuse of the Equipment by Customer, causes external to the Equipment, such as, but not limited to, air conditioning failure, or failure or malfunction of the external trunk or cable lines, abnormal power fluctuations or failures (except power surges or spikes caused by lightning), or accident, casualty, neglect or other performance affecting events not caused by Company shall not be considered part of Company's normal duties to maintain Equipment and will be chargeable at the Company's then-current time and materials rates.

Replacement parts used in providing maintenance may be new or refurbished, but equivalent to new in performance. Title to all parts provided under this Agreement shall remain with Company except that upon installation of parts in Customer's Equipment, title to those installed parts shall pass to Customer. The replaced parts shall become the property of the Company.

The Company's service responsibilities do not extend to Equipment of the public telephone network nor is the Company responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public telephone network or caused by abuse or misuse of the communication system or Equipment by other than the Company. Company's responsibilities are limited to the Customer's side of the point of connection (demarcation point) between the Equipment and Equipment operated by the local telephone utility. However, Company shall cooperate fully with the local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof. Company and Customer acknowledge this Maintenance Agreement confers no additional warranties for the Equipment maintained by Company whether said Equipment was designed or manufactured by Company or other manufacturing entity.

5. OPTIONAL MAINTENANCE SERVICES

Services for periods other than the PPM will be made available as specified in the billing rates. Hours are as stated under Standard Maintenance Services (Paragraph 4) unless otherwise specified in the Agreement.

6. CUSTOMER RESPONSIBILITIES

These responsibilities are intended to insure the best possible operating environment for the Equipment for trouble-free operation and services. Therefore, Customer agrees to:

- Maintain Equipment environment in a clean, ventilated room free of non-communications Equipment or material. The temperature and humidity shall be maintained within the manufacturer's specified operating ranges.
- Provide a lockable door to the Equipment room.
- Allow access to Equipment as required by the Company's maintenance personnel.
- Limit access to Equipment as required by the Company's maintenance personnel.
- Allow maintenance inspections during normal working hours. Inspection at other times requires special agreement and will be subject to overtime rates.
- If requested by Gibson Teldata, Inc. to provide a letter of agency.

7. USE OF COMMUNICATIONS SYSTEM

During the term of this Agreement (Paragraph 9) Customer will operate the communication system and Equipment strictly in the manner prescribed by the Company and will not alter or permit the alteration of any of the equipment or software programs without the prior written consent of the Company. Equipment of the communication system may be moved only by or with the prior approval of the Company.

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9. CHARGES

For the term of this Agreement, the billing rates indicated in this Agreement shall be applicable unless equipment or features are added or deleted from those set forth on the attached Exhibit A of this Agreement on the date of execution of the Agreement. If Equipment or features are added or deleted, then the Charge shall be subject to adjustment. Such adjustments shall be based on the unit rate for servicing the Equipment or features added or deleted to the Equipment base and will take effect the month following the addition or deletion to the Equipment base. If the contract indicates multiple site coverage, Company may provide an allocation of costs to each site on the attached exhibits however such allocation shall be for the convenience of the Customer only and not a defense to payment of the full annual charges as set forth herein

Company may adjust hourly billing charges without notice, provided that such charges shall be no higher than the then-current rates of Company for servicing like Equipment under similar circumstances.

Not included in the Annual Contract billing Amount above are the following "Non-Standard Services" (which will be provided at Customer's expense, based on Company's then-current rates); (i) furnishing expendables and supplies (platens, ribbons, thermal print elements, tape cartridges, etc.); (ii) labor, parts and other expenses for maintenance or repair of Equipment due to causes not attributable to normal wear and tear; (iii) repair or replacement of Equipment for those conditions, failures and performance affecting events not considered part of the Company's normal duties to maintain Equipment as outlined in Paragraph 4; (iv) service provided at Customer's request outside the PPM, provided, however, that when remedial maintenance is commenced during the PPM and Customer permits the work to continue beyond such periods upon being given notice, additional charges shall not be applicable until the hours of work performed outside the PPM exceed one (1) hour; (v) unless otherwise provided in the Agreement, service provided outside the Service zones; and (vi) service required because of inadequate facilities on-site or by the failure of Equipment or systems other than the Equipment, including without limitation, that furnished by the communication's common carriers, by the power company, or by other vendors, or material failure due to design, manufacturing or other defect in batteries and/or other auxiliary Equipment; (vii) additional moves or changes of Equipment requested by customer.

Coverage under this agreement also includes remote support and software changes during the PPM. Overall agreement coverage is calculated at one hour per site with an active controller or virtual instance per month. Charges beyond this timeframe would be billed at applicable rates with a 30 minute minimum.

Charges for service calls and travel where applicable shall be at Company's rates in effect at the time that the call is made. Company may choose at its sole discretion to make uniform increases in rates in order to remain consistent with rising costs. All billable materials used for the purpose of servicing or making adds, moves or changes to Customer's equipment shall be billed at the then current Company price list. Any taxes imposed with respect to the Agreement or the services provided hereunder shall be chargeable to Customer. Additional amounts payable hereunder shall be due on the terms as set out by invoice. Company may suspend service or declare this Agreement in default if any payment for Charges is not made when due. CUSTOMER AGREES TO EXECUTE COMPANY'S FORM OF FIELD SERVICE REPORT FOR ALL SERVICES PROVIDED HEREUNDER.

10. TERM OF AGREEMENT-TERMINATION

This agreement shall begin on the effective date of service indicated and shall continue for the contract term. The agreement shall renew for successive one-year periods after the expiration of the initial term unless customer provides 30 days written notice prior to the expiration of the initial term of the intent to terminate. Company shall have the right to adjust the annual billing amount at the end of the initial term and at the expiration of any one-year renewal thereafter. In the event of an increase the Company will provide 60 days' notice prior to expiration of the initial term or any renewal term of the increased annual billing amount and customer shall have 30 days to elect not to renew. Notwithstanding this, Company shall have the right, totally within its sole discretion, to demand adequate assurance of performance or immediately terminate this Agreement by notice in writing to Customer in the event of any of the following: (i) Customer's failure to pay amounts due or to cure any other default hereunder within 15 days after written notice to Customer; (ii) the filing of any bankruptcy or insolvency petition by or against Customer; (iii) an admission by Customer of its inability to pay its debts as they mature; (iv) any other material default by Customer under this Agreement. In the event of breach of the terms of this Agreement by Customer, Company shall be entitled to reimbursement for all costs of collection in enforcing its rights hereunder including the right to reasonable attorney fees, court costs and interest.

11. REMOVAL AND RELOCATION-INSPECTION AND REPAIR

Company reserves the right to immediately terminate this Agreement in the event Customer alters the Equipment in any way or adds attachments thereto without the prior written approval of Company, which approval shall not be unreasonably withheld. Any such alterations, attachments, moves, adds or changes shall be made at customer's own risk. Upon thirty (30) days prior written notice by Customer, Company agrees to provide at Customer's expense, Equipment relocation, removal, rearrangement, changes and/or addition or similar services within the Service Zone where the Equipment is located. Charges therefore shall be at Company's then-current rates. Maintenance service charges following customer relocation outside the Service Zone will be the charges applicable to the relocated site.

If the Equipment was not under Company's service responsibility immediately prior to the commencement of this Agreement, it shall be subject to inspection by Company at Customer's expense to determine if it is in good operating condition which, for the purposes of this

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Agreement, is defined as the level established for Equipment maintained by Company. Company shall make any repairs or adjustments then deemed necessary by Company to bring the Equipment up to good operating condition at Customer's expense prior to commencement of maintenance service and charges therefore. If Customer elects not to have Company make such repair or adjustments, the obligations of the parties under this Agreement, except for payment of the Inspection fee, will terminate.

12. LIMITATION OF LIABILITY

Except as otherwise may be provided for specifically in this Agreement, in no event will Company be liable to or through Customer for indirect, incidental, special or consequential damages, including without limitation, loss of profits, revenues or data, notwithstanding their foresee ability or disclosure by Customer to Company, and Company shall be held harmless and indemnified by Customer from any and all claims, suits and demands for such damages. Company's sole liability hereunder shall be limited to the costs associated with the re-performance of work, repairs, adjustments, or any combination thereof, and/or the cost of material such as replacement parts provided.

Company shall not be responsible for failure to provide service hereunder (I) at locations deemed hazardous to the health or safety of Company's employees or representatives or (II) where such failure results from causes beyond the reasonable control of Company, including, but not limited to, acts or inaction of the Customer, acts of God, acts of Government, strikes or labor disputes, failure of transportation, fire or flood or other casualty, and failure of subcontractors or suppliers. No recovery of any kind against Company or its agents for breach of this Agreement shall be greater in amount than the cost of services rendered hereunder and/or material provided.

13. NOTICES

Any notice to Company hereunder shall be sent by registered mail to: Gibson Teldata, Inc., PO Box 3000, Terre Haute, IN 47803-0115.

14. GENERAL

This Agreement, as it may be amended from time to time, shall be governed by and construed in accordance with the substantive and procedural laws of the State of Indiana, without giving effect to the principals of conflict of laws. Failure of Company to enforce any right(s) hereunder shall not constitute a waiver of such right(s). Company reserves the right to charge interest on overdue accounts at the rate of eighteen percent (18%) per annum, or the maximum lawful rate, whichever is greater. This Agreement cancels and supersedes any prior Agreement for maintenance of Equipment covered hereunder.

15. ASSIGNMENT

Customer hereunder may assign neither this Agreement, nor the obligation arising without the prior written consent of Company. Any prohibited assignment shall be null and void.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to maintenance of the Equipment. No representation, or statements of either party, whether oral or in writing, which are not contained herein shall be binding.

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