



# 911



**COMMUNICATIONS  
VENTURE CORP.**

## **PURCHASE, INSTALLATION & SUPPORT FOR VESTA 911 PHONE SYSTEM**

<b>TERM:</b>	<b>AWARD:</b>	<b>ARPA:</b>	<b>ERP:</b>
<b>6/13/2023 TO 6/12/2028</b>	<b>\$573,448.74</b>		<b>#682</b> 
<b>REVIEWED BY: DONALD J. KULHANEK - COHL, STOKER &amp; TOSKEY, PC</b>			

**DESTROY:**  
**#2023-03-042 DO NOT 3/27/23**  
**UNTIL SYSTEM NO LONGER USED**

RESOLUTION

NO: 2023-03-042

LIVINGSTON COUNTY

DATE: March 27, 2023

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**Resolution Authorizing the Purchase and Installation of a 911 Telephone System and Maintenance Contract for 911 Central Dispatch Utilizing ARPA Funding – Central Dispatch**

**WHEREAS,** Livingston County Central Dispatch has identified the need for an upgraded 911 telephone system and a maintenance contract and worked with CoPro to put out a Request for Proposal to find a vendor; and

**WHEREAS,** the current version of the 911 telephone system is more than ten (10) years old and needs to be updated to ensure our system operates at peak efficiency providing us with a more secure, resilient, and scalable 911 telephone system with enhanced technology to serve our needs; and

**WHEREAS,** a system that complies with the E911 location requirements and an IP system that brings enhanced redundancy and survivability in support of NG911 concepts, including text to 911, video to 911 and analytics; and

**WHEREAS,** Livingston County 911 currently utilizes Motorola Vesta 911 Telephone System, which continues to meet our needs; and

**WHEREAS,** as a result of the competitive bid process, the company chosen, INdigital is a Motorola Vesta 911 Telephone system vendor a contract amount of \$568,193 that includes five (5) year maintenance built into the fee; and

**WHEREAS,** the upgraded 911 telephone system project is expected to be completed by July 30, 2023.

**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners do hereby authorize entering into a contract for the purchase, installation, and 5-years of maintenance service from INdigital in the amount of \$568,193 to be paid for utilizing ARPA Funds, if eligible.

**BE IT FURTHER RESOLVED** the Chairman of the Board of Commissioners be authorized to sign all forms, assurances, supporting documents and contracts/agreements related to this project upon review by Civil Counsel as necessary.

**BE IT FURTHER RESOLVED** the Board of Commissioners authorize any budget amendments or line item-item transfers needed to effectuate this project.

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**MOVED:** J. Gross

**SECONDED:** R. Deaton

**CARRIED:** Roll Call Vote: Yes (9): J. Gross, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and N. Fiani; No (0): None; Absent (0): None



# Livingston County

## 911 Central Dispatch



300 S. Highlander Way  
Howell, Michigan 48843  
Telephone 517.546.4620  
Fax 517.546.5008



**Kecia S. Williams**  
911 Director

**Amy D. Pasienza**  
911 Deputy Director

## Memorandum

To: Livingston County Board of Commissioners

Fr: Kecia S. Williams, Director of 911

Date: March 20, 2023

Re: Requesting Approval of a 911 Telephone System Upgrade & Maintenance Support Contract

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The current Motorola Vesta 911 Telephone System was installed more than 10 years ago and still runs on Windows 7 software with a 2008 Windows Server. Windows 7 software and the 2008 Windows Server have both reached their end of life, whereby Microsoft will no longer supply security patches or technical support to either operating system. Failure to upgrade could slow down our network, hinder productivity, leave us open for potential security threats and/or cause a complete system failure jeopardizing the lives of citizens across Livingston County and in Kent County, as we dispatch for Rockford Ambulance.

An RFP was sent out on January 23, 2023, and ended on February 22, 2023. After an evaluation of all the bids, INdigital was chosen as the company to install a new Motorola Vesta 911 Telephone System upgrade and serve as our maintenance provider for the next five (5) years.

The contract amount proposed by INdigital is \$568,192.74 with the 5-year maintenance fee included in the cost analysis.

I am requesting approval from the Livingston County Board of Commissioners to enter into a contract agreement with INdigital for the purchase and installation of a Motorola Vesta 911 Telephone system with maintenance support.

*Kecia S. Williams, Director of 911*

COHL, STOKER & TOSKEY, P.C.  
ATTORNEYS AND COUNSELORS  
601 NORTH CAPITOL AVENUE  
LANSING, MICHIGAN 48933  
(517) 372-9000

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SARAH K. OSBURN

ASSOCIATES  
COURTNEY A. GABBARA  
CHRISTIAN K. MULLETT  
DONALD J. KULHANEK

OF COUNSEL  
RICHARD D. McNULTY

May 12, 2023

Carol Sue Jonckheere  
Executive Assistant/Contract Administrator  
Livingston County Administration  
304 E. Grand River Ave., Ste. 202  
Howell, MI 48843

*Via E-mail Only*

Re: Equipment Purchase and Sale Agreement with Indigital

Dear Ms. Jonckheere:

Attached is an Agreement to be entered into between the County and Communications Venture Corporation (d/b/a Indigital) for the purchase and installation of a telephone system and maintenance for the County's 911 Central Dispatch. The compensation to be paid to Indigital is \$568,193.00 for the installation and five years of maintenance. Also attached is a compare document showing the changes made by this office. It should be noted Exhibit D – Scope of Work will need to be inserted into each copy of the Agreement prepared for execution.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2023-03-042**. A copy of this Resolution is also attached.

If the attached Agreement is satisfactory, you may after printing off copies, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided on the signature pages. When the Agreement has been fully signed, please e-mail a copy to my assistant Nicole Moles at [nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com) for insertion into our electronic file.

If you have any questions with regard to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

/s/Donald J. Kulhanek

DJK/nam

Enclosure

cc: w/o enc. Kecia Williams, 911 Director

N:\Client\Livingston\911\Letters\Jonckheere\Ltr re Agr w Motorola for Paging System.docx

## EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement (this “**Agreement**”), together with any other documents incorporated into this Agreement by reference (including all Exhibits and Schedules to this Agreement, including the General Terms and Conditions of Equipment Sale, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, schedules, attachments, and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, schedules, attachments, and appendices.

### 1. Purpose

Sale and installation of Equipment

#### Type of Agreement/Document

- ☒ Original Agreement  
☐ Amendment

### 2. Parties / Notices:

#### Seller/ INdigital:

Communications Venture Corporation (d/b/a Indigital)  
 (“**Indigital**”)  
 1616 Directors Row  
 Fort Wayne, IN 46808  
 Fax: (260) 469-4329  
 E-mail: [contracts@indigital.net](mailto:contracts@indigital.net)  
 Attention: Contract Administration

#### Purchaser / Customer:

Livingston County, a municipality and political subdivision of the State of Michigan on behalf of its 911 Central Dispatch (“**Customer**” and together with INdigital, the “**Parties**”, and, each, individually, a “**Party**”)

Address: 300 S. Highlander Way  
 Howell, MI 48843  
 Phone: (517) 540-7682  
 E-mail: [kwilliams@livgov.com](mailto:kwilliams@livgov.com)  
 Contact Person: Kecia S. Williams

### 3. Effective Date

6/13/023

### 4. Equipment subject to Sale and Installation

See hardware, tools, materials, and equipment listed in Exhibit B (“**Equipment**”) attached to, and incorporated in its entirety by reference into, this Agreement.

**See Amend #1**

### 5. Purchase Price

~~\$579,555.74~~ **\$573,448.74**

### 6. Purchase Price Payment Terms

- 50% within 30 days after the date of execution of the Agreement
- 40% within 30 days after the beginning of the installation
- Remaining 10% after the Acceptance Date

**7. Installation Schedule**

See Exhibit C attached to, and incorporated in its entirety by reference into, this Agreement.

**8. Equipment Delivery Site**

Customer's facility (or facilities, if applicable) designated for delivery of Equipment as set forth in Exhibit B attached to, and incorporated by reference into, this Agreement (a "**Facility**").

**9. Title to Equipment; Risk of Loss**

Title and risk of loss to all Equipment shall pass to Customer

☐ shipment

☒ delivery

of Equipment to a Customer's Facility.

**10. Exhibits**

☒ **Exhibit A** – General Terms and Conditions of Equipment Sale (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).

☒ **Exhibit B** – Description of Equipment

☒ **Exhibit C** – Installation Schedule and Installation Charges

☒ **Exhibit D** – Scope of Work

☒ **Exhibit E** – Price List

☒ **Exhibit F** – Final Certificate of Acceptance (Form)

**11. Other Agreements between Parties**

☐ Support and Maintenance Agreement

☐ Enhanced 9-1-1 Services Software License Agreement

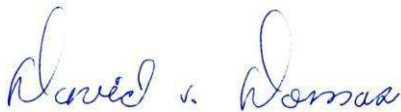
**12. Representative**

Name: Larry Stidham

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

**LIVINGSTON COUNTY**



Name: David J. Domas

Title: Chairman of the Board

Date: 6/7/2023

INDIGITAL:

**COMMUNICATION VENTURE CORPORATION (D/B/A  
INDIGITAL)**

DocuSigned by:  
  
2C7D4E3BB604483...

Name: Jeff Humbarger

Title: CFO

Date: 06/13/2023

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: DONALD J. KULHANEK 6/5/2023

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS** **(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

1. **Applicability.** These General Terms and Conditions (the “**Terms**”) supplement the related specific Equipment Purchase and Sale Agreement (together with the Terms, the “**Agreement**”) between you (“**you**” or “**Customer**”) and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation (“**INdigital**”). These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. INdigital’s provision of services, Equipment, or other products or goods to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a “**Party**” and collectively as the “**Parties**”. All capitalized terms used, but not otherwise defined, in these Terms shall have the meaning ascribed to them in the Agreement.

2. **No License Grant.** Nothing in the Agreement (including these Terms) grants or shall be construed to grant to Customer any license or any other rights to any software owned or licensed by INdigital in connection with the Equipment.

3. **Purchase Price Payment.** The Purchase Price shall be paid by Customer to INdigital in US dollars by check or wire transfer of immediately available funds to an account designated by INdigital to Customer in writing.

4. **Taxes.** The Purchase Price, the Installation Charges (as defined hereinafter), and other amounts payable by Customer pursuant to the Agreement shall be exclusive of taxes and similar assessments, including the following taxes and charges with respect to the Equipment: (i) any present or future Federal, State, or local excise, sales, or use taxes; (ii) any other present or future excise, sales or use tax, or other charge or assessment upon or measured by the gross receipts from the transactions provided in the Agreement or any allocated portion thereof or by the gross value of the Equipment, and other materials provided under the Agreement; and (iii) any present or future property, inventory, or value-added tax or

similar charge. Customer will pay and discharge, either directly to the governmental agency or as billed by INdigital, the foregoing taxes and charges and all assessments, and other taxes with respect to the transactions provided in the Agreement and all Equipment and services provided under the Agreement, including these Terms (excluding any Federal, state, local or foreign income taxes, or any tax on gross receipts or gross revenue which is in the nature of an income tax, or any franchise, net worth or capital taxes, imposed upon INdigital).

5. **Title; Risk of Loss; Security.** Title and risk of loss to all Equipment shall pass to Customer as set forth in Section 9 of the Agreement. The Agreement will constitute a security agreement with respect to all Equipment up to the date of payment of the Purchase Price and Installation Charges in full, and Customer hereby authorizes INdigital to sign and file on behalf of Customer any financing statements or other documents that may be necessary for INdigital to perfect or maintain such security interest. In furtherance and not in limitation of the foregoing, Customer shall promptly execute and deliver such documentation as may be reasonably requested by INdigital, in proper form, to perfect INdigital’s security interest under the applicable statute, law, or regulation. Customer will not cause or permit any other security interest, lien, encumbrance, or claim to attach to any of the Equipment which shall have priority over or be ahead of INdigital’s security interest. Until INdigital has received full payment of the Purchase Price and Installation Charges, INdigital shall have all rights and remedies of a secured party under the Uniform Commercial Code and other applicable laws, statutes, codes, and regulations, in addition to all other rights as established in the Agreement, which rights and remedies, to the extent permitted by law, shall be cumulative.

6. **Site Preparation.** Customer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (the “**Installation Site**”). Specifically, Customer agrees to provide at all times climate controlled facilities at the Installation Site for the proper installation and operation of the Equipment in accordance with the manufacturer’s specifications. Customer shall provide all necessary heat, A/C, and electricity, including without limitation backup generator power, where the

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

Equipment will be located within the Installation Site for proper operation of the Equipment. In addition to the foregoing, Customer shall install or cause to be installed all telecommunications and data facilities necessary to properly operate the Equipment which are not specifically provided by INdigital under the Agreement.

7. **Installation.** Upon delivery of the Equipment to the applicable Facility, INdigital shall install the Equipment at the Installation Site at that Facility in accordance with the installation schedule for that piece of Equipment as set forth in Exhibit C attached to, and incorporated by reference into, the Agreement (the “**Installation Schedule**”), and Customer shall pay to INdigital the fees associated with such installation as set forth in the Installation Schedule (the “**Installation Charges**”). INdigital shall install the Equipment in a workmanlike manner, consistent in all material respects with the manufacturer’s instructions and the scope of work set forth in Exhibit D (the “**Scope of Work**”) attached to, and incorporated by reference into, the Agreement.

8. **Testing; Acceptance.** Upon completion of the Equipment installation, INdigital shall notify Customer in writing that the Equipment has been installed and is ready for use (an “**Installation Notice**”) and shall present Customer with a final certificate of acceptance in the form of Exhibit E to the Agreement for Customer’s execution (a “**Final Certificate of Acceptance**”). Upon its receipt of the Installation Notice, Customer shall have fourteen (14) days to test the Equipment. If, upon completion of such Equipment testing, Customer does not identify any material deficiencies or defects in the Equipment, Customer shall send INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer. If, however, upon completion of such Equipment testing, Customer does identify any material deficiencies or defects in the Equipment in good faith, Customer shall provide INdigital with written notice setting forth in reasonable detail the description of any defect or deficiency in the Equipment that does not meet the Scope of Work (a “**Deficiency Notice**”). INdigital shall cure any material defect or deficiency set forth in a Deficiency Notice in a timely manner and then issue Customer a new Installation Notice. If Customer does not issue a Deficiency Notice to INdigital within

fourteen (14) days after its receipt of an Installation Notice, then the Equipment shall be deemed to meet the Scope of Work and to have been accepted by Customer upon such fourteenth day (the “**Acceptance Date**”), and Customer shall deliver to INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer.

9. **Manufacturer’s Warranty.**

(a) INdigital shall provide Customer with any manufacturer’s warranty provided by the manufacturer of the Equipment (the “**Manufacturer**”), including any warranty relating to defects in material and manufacturing workmanship (the “**Warranty**”). To the extent provided by the Manufacturer, the Warranty also shall apply to any replacement part. INdigital shall take reasonable steps to transfer the Warranty directly to the Customer, to the extent requested by the Customer; otherwise, INdigital shall cooperate with Customer in making any claims against the Manufacturer relating to the Warranty, so long as Customer: (i) notifies INdigital in writing of the warranty breach before the expiration of the Warranty; and (ii) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including the payment of all amounts and payments then due and owing).

(b) Notwithstanding anything to the contrary contained in the Agreement, the Terms, or otherwise, Customer acknowledges that the Warranty may not apply with respect to problems arising out of or relating to the following, without limitation: (i) Equipment or any components or parts thereof that are modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the Equipment other than as specified in the manuals, instructions, specifications, and other documents and materials issued by the Manufacturer describing the functionality, components, features, or requirements of the Equipment (“**Documentation**”), including any operation or use of the Equipment with any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer’s use in the Documentation; (iii) any negligence, abuse, misapplication, or misuse of the Equipment, including any Customer use of the Equipment other than as specified in the Documentation; (iv) any delay or failure of

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

performance caused in whole or in part by any Customer's delay or failure to perform its obligations; (v) Equipment that has been subject to unauthorized alteration, modification, or repair; (vi) defects or failures resulting from handling, storage, operation, or interconnection of the Equipment; (vii) failure to continually provide a suitable installation and operational environment at the Facility and/or the Installation Site; or (viii) any other cause beyond the range of normal usage for the Equipment.

**10. Disclaimer of Other Warranties.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9 ABOVE, THE EQUIPMENT AND SERVICES DELIVERED BY INDIGITAL PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS) ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE EQUIPMENT OR ANY SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE EQUIPMENT, THE SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS), OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, CUSTOMER HAS SOLE RESPONSIBILITY FOR ANY AND ALL CHANGES THAT MAY BE REQUIRED TO ENSURE FITNESS FOR USE IN CUSTOMER'S APPLICATION AND FOR OBTAINING ALL

NECESSARY GOVERNMENTAL AND ANY OTHER CERTIFICATIONS THAT MAY BE REQUIRED FOR CUSTOMER'S OPERATION OF THE EQUIPMENT.

**11. General Indemnification.**

(a) To the extent allowed by law, Customer and INdigital shall indemnify, defend and hold the other harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person for personal injury or death or for loss of or damage to property resulting from the indemnitor's gross negligence or knowing and willful misconduct under the Agreement. Where personal injury, death or loss of or damage to property is the result of the joint gross negligence or knowing and willful misconduct of Customer and INdigital, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint gross negligence or knowing and willful misconduct.

(b) To the extent allowed by law, Customer shall indemnify, defend and hold INdigital harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person (including, without limitation, any of Customer's customers or any person or entity that Customer permits to use any service provided by Customer) based on any claim in connection with: (i) the Equipment provided to any customer of Customer (including end users) or the failure of Customer to provide such Equipment and any service; (ii) any material misrepresentation or material omission made by Customer regarding the Equipment or any service to be provided by Customer; (iii) any claim by any customer or subscriber of Customer arising from loss of service due to the termination of the Agreement or any other reason; and (iv) any violation by Customer of local, state or federal laws, rules and regulations.

(c) Each Party's indemnification obligation shall be contingent upon the indemnitee giving prompt written notice to the indemnitor of any such claim, demand, or cause of action and permitting the indemnitor to have sole control of the defense

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

thereof.

#### **12. Default by INdigital**

(a) The occurrence of any one or more the following events (herein called “**Events of INdigital Default**”) shall constitute a default by INdigital under the Agreement:

(i) Default by INdigital in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after receipt of a written notice of such default from Customer; or

(ii) The making of an assignment by INdigital for the benefit of its creditors or the admission by INdigital in writing of its inability to pay its debts as they become due, or the insolvency of INdigital, or the filing by INdigital of a voluntary petition in bankruptcy, or the adjudication of INdigital as bankrupt, or the filing by INdigital of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of INdigital, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by INdigital admitting, or the failure by INdigital to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by INdigital to, or acquiescence by INdigital in, the appointment of any trustee, receiver or liquidator of INdigital or of all or any substantial part of the properties of INdigital, or the commission by INdigital of any act of bankruptcy, as amended; or

(iii) The failure by INdigital, within sixty (60) days after the commencement of any proceeding against INdigital seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of INdigital, or any trustee, receiver or liquidator

of INdigital or of all or any substantial part of the properties of INdigital, to vacate such appointment.

(b) Upon the occurrence of any one or more Events of INdigital Default, Customer may, in addition to any other rights or remedies available to it at law or in equity (subject to the limitations described in Section 14 of these Terms), terminate the Agreement (including these Terms) immediately upon written notice. INdigital shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Customer on account of such default including all court costs and reasonable attorneys’ fees.

#### **13. Default by Customer.**

(a) The occurrence of any one or more the following events (herein called “**Events of Customer Default**”) shall constitute a default by Customer under the Agreement (including these Terms):

(i) Default by Customer in the payment of any charge payable under the Agreement (including these Terms) as and when the same becomes due and payable and such default continues for a period of fifteen (15) days after written notice of such default from INdigital; or

(ii) Default by Customer in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after written notice thereof from INdigital; or

(iii) Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement; or

(iv) The making of an assignment by Customer for the benefit of its creditors or the admission by Customer in writing of its inability to pay its debts as they become due, or the insolvency of Customer, or the filing by Customer of a voluntary petition in bankruptcy, or the adjudication of Customer as bankrupt, or the filing by Customer of any petition or answer

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of Customer, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by Customer admitting, or the failure by Customer to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by Customer to, or acquiescence by Customer in, the appointment of any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, or the commission by Customer of any act of bankruptcy; or

(v) The failure by Customer, within sixty (60) days after the commencement of any proceeding against Customer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of Customer, or any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, to vacate such appointment.

(b) Upon the occurrence of any Event of Customer Default, INdigital may, in addition to any other rights or remedies available to it at law or in equity, withhold performance or further performance under the Agreement (including these Terms) until all such defaults have been cured or terminate the Agreement (including these Terms) immediately upon written notice. In addition, upon termination of the Agreement (including these Terms) for the default of Customer, INdigital may, at its option, require Customer to disable any Equipment previously installed pursuant to the Agreement (including these Terms). Customer shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by INdigital on account of such default including all court costs and reasonable attorneys' fees.

**14. Limitation of Liability.**

(a) IN NO EVENT WILL INDIGITAL (OR ANY OF ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, OR INDEPENDENT CONTRACTORS) BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER INDIGITAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, AND INDEPENDENT CONTRACTORS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PURCHASE PRICE AND INSTALLATION CHARGES PAID TO INDIGITAL PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

(c) The remedies of Customer and INdigital set forth in the Agreement (including these Terms) are exclusive and in lieu of all other remedies, express or implied. Except for the remedies provided for in the Agreement (including these Terms), neither INdigital nor its subcontractors shall be liable for any delay or failure of performance of the Equipment or services provided in the Agreement.

**15. Force Majeure.** In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement (including these Terms) if a Force Majeure Event continues substantially uninterrupted for a period of ninety (90) days or more. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**16. Confidentiality.**

(a) In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 16(b) of these Terms, "**Confidential Information**" means information in any form or medium (whether oral,

written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

(b) Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

(c) The Receiving Party shall:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(ii) except as may be permitted under the terms and conditions of Section 16(c) of these Terms, not disclose or permit access to Confidential Information other than to its representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (B) have been informed of the

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 16; and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 16;

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(v) ensure its representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 16.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 16 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its representatives.

(d) If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 16(b) of these Terms; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and

assistance required under this Section 16(c), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

(e) Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

#### **17. General.**

(a) ***Relationship of the Parties.*** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(b) ***Interpretation.*** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, schedules, attachments and appendices mean the exhibits, schedules, attachments and appendices attached to, the Agreement (including these Terms);

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

(y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

(c) **Headings.** The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

(d) **Entire Agreement.** The Agreement, together with these Terms and any other documents incorporated by reference in the Agreement (including these Terms), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 17(e) is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

(f) **No Third-Party Beneficiaries.** The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason

of the Agreement (including these Terms).

(g) **Amendment and Modification; Waiver.** No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) **Severability.** If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement be consummated as originally contemplated to the greatest extent possible.

(i) **Governing Law; Submission to Jurisdiction.** The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

(j) ***Waiver of Jury Trial.*** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

(k) ***Equitable Remedies.*** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 11 (Indemnification) or Section 16 (Confidentiality) of these Terms would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) ***[RESERVED].***

(m) ***Responsibility for Employees.*** Customer shall remain responsible and liable for: (a) the supervision, coordination, and performance of Customer's employees, officers, directors, consultants, agents, independent contractors, and representatives (the "**Representatives**") in connection with the Agreement; and (b) all acts and omissions of Customer's Representatives, each of which shall be ascribed to the Customer to the same extent as if such acts or omissions were by Customer itself. Any noncompliance by any Customer Representative with the provisions of the Agreement will constitute Customer's breach of the Agreement (including these

Terms). In no event shall Customer, or the principals or employees of Customer, be deemed employees, servants or agents of INdigital, and in no event shall INdigital be liable for the acts of Customer or the principals or employees of Customer. Each Party will be responsible for the payment of compensation to their own employees, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The terms and conditions of this Section 17(m) shall survive termination of the Agreement.

(n) ***Survival.*** The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination of the Agreement, will survive any termination of the Agreement: Sections 10 (Disclaimer of Other Warranties), 11 (Indemnification), 14 (Limitation of Liability), 16 (Confidentiality), and 17 (General) of these Terms.

(o) ***Compliance with Laws.*** Each Party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under the Agreement.

(p) ***Notices.*** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 17(p) will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**18. Statewide Cooperative Contract.** INdigital shall cooperate with the Michigan Association of Counties CoPro+ program, and other governmental entities, to market and extend this Agreement to other municipalities and educational entities throughout the State of Michigan, enabling other government municipalities and educational

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS** **(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

entities throughout the State of Michigan to purchase the INdigital's products and services from this competitively awarded Agreement. All pricing submitted to the Customer and its participating entities shall include a 2% administrative/remittance fee to be remitted to CoPro+ by INdigital on a quarterly basis. Administrative/remittance fees will be paid against actual sales volume for each quarter. It is the INdigital's responsibility to keep all pricing up to date and on file with the Customer and CoPro+. All price changes shall be presented to the Customer in writing for acceptance, using the same format as was accepted in INdigital's Proposal (defined below).

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will issue individual Purchase Orders or written agreement with change orders, and INdigital shall respond directly to the requesting participating entity within the timeframe specified in the individual Purchase Order.

**EXHIBIT B**  
**DESCRIPTION OF EQUIPMENT**

<i>line</i>	<i>qty</i>	<i>Part #</i>	<i>Description</i>
1			Vesta 911 On-premise Call Handling System
2	1	Vesta System	Single redundant Vesta Controller plus ancillary systems, and 10 Vesta IWS and ancillary equipment
3			
4			
5			
6			Motorola Software Support
7	1	Motorola Software	Motorola VESTA Software Support 5 Years
8			
9			
10			Professional Services
11	10	IN460523	Installation and configuration per workstation
12	1	IN460522	Installation and configuration per controller
13			
14			
15			Maintenance, Support and Services
16	1	IN460521	INdigital 24/7/365 Service/Maint./Support-5 Years

**EXHIBIT C**

**INSTALLATION SCHEDULE**

**Installation Schedule:**

INdigital shall be responsible to install the Equipment only when Customer has properly prepared the Installation Site at Customer's sole expense in accordance with the Agreement. Customer shall be responsible for having the Installation Site fully ready to receive the Equipment on the estimated delivery date.

**NOTE:**

Once installation is complete and the system is being used by the PSAP, the second payment milestone of 40% will be invoiced and software and hardware maintenance on the system will begin.

Once the system has been accepted by the customer, they will sign Exhibit F "The form of certificate of acceptance" and the final 10% payment milestone will be invoiced.

**EXHIBIT D**  
**SCOPE OF WORK**

**Project Summary**

INdigital was selected as the new 9-1-1 CHE (Call Handling Equipment) system service provider by an RFP process. This **“Single Back Room vertically redundant - VESTA System”** Scope of Work (SOW) will define the full project, deliverables and timeline related to the replacement/installation of host equipment and (10) VESTA 9-1-1 IWS (Intelligent Workstations) at the Livingston County Dispatch Center.

This quote contains costs for the "full system", new hardware will be installed for Admin, DDS and MDS servers. New

Hardware for (10) Workstations and ancillary IWS equipment (keyboards, mice, etc). All associated installation time and

materials to complete the deliverables listed as line items within the quote.

- (5) years of software support for VESTA 911 System
- (5) years of INdigital Hardware, Software Support & Monitoring for the VESTA 911 System

INdigital will provide maintenance and support services for the VESTA 911 CHS. Services provided include: 24/7/365 Service, Support and Maintenance related to the VESTA call handling system, e-mail-based support through INdigital's Network Service Operations Center (“NSOC”) in connection with the identification, diagnosis, and correction of Errors, and as necessary on-site technical support at the dispatch center designated host controller site identified in this document.

Maintenance services will also include any Maintenance Releases, updates or patches to be provided in association with Software License Agreements from VESTA, and shall include inspection of any Equipment at the Designated Sites on a regular basis as prescribed in the manufacturer's maintenance documentation with respect to each piece of Equipment.

INdigital will install network security equipment and disconnect the original network support access from the previous support provider. This equipment will facilitate the remote support services provided by INdigital it will also provide our engineers with access to assess and document the current deployment configuration and operational environment.

Existing workstations will be removed during intervals allowing for TC's to continue operations while replacements are in progress as convenient for TC's. In certain instances it may be more appropriate to move call flow to backup MEVO phones during implementation. The PM/Implementation Manager will make the determination with Livingston Co dispatch authorities.

**Single Backroom Host and IWS**

The new system will be provisioned to generally mirror the current system operational capabilities and screen layout. Some elements will be displaced with the introduction of SMS services.

**Equipment Overview**

**Re-use current systems and equipment:**

- (10) USB IRR Hasps
- Call delivery Network and Network Elements including ALI services
- Onsite TIG Server
- Reusing existing station cabling

- The new VESTA system will reuse the existing voice recorder

#### **New Equipment**

- (1) Single backroom vertically redundant VESTA host Controller
- Data Rack, Equipment rack and peripherals
- Cisco Switches
- M1K Gateways
- Serial ports for ALI and Cad Spill
- 10 Vesta Answering Positions
  - (1) 24" monitor each position
  - (10) Genovation Keypad
  - (10) Jackbox and Handset
  - (10) Keyboard, Mouse, SAM, Jackbox, and cable extenders as required

**EXHIBIT E****PRICE LIST**

<i>line</i>	<i>qty</i>	<i>Part #</i>	<i>Description</i>	<i>Price</i>	<i>Extended</i>
1			<b>Vesta 911 On-premise Call Handling System</b>		
2	1	Vesta System	Single redundant Vesta Controller plus ancillary systems, and 10 Vesta IWS and ancillary equipment	\$ 262,815.60	\$ 262,815.60
3					
4	1	MAC/CoPro+	2.0% administrative/remittance fee for MAC/CoPro+	\$ 5,256.00	\$ 5,256.00
5					
6			section total		\$ 268,071.60
7			<b>Motorola Software Support</b>		
8	1	Motorola Software	Motorola VESTA Software Support 5 Years	\$ 106,586.54	\$ 106,586.54
9	1	MAC/CoPro+	2.0% administrative/remittance fee for MAC/CoPro+	\$ 2,132.00	\$ 2,132.00
10					
11			section total		\$ 108,718.54
12			<b>Professional Services</b>		
13	10	IN460523	Installation and configuration per workstation	\$ 1,000.00	\$ 10,000.00
14	1	IN460522	On-site installation and configuration per controller	\$ 3,750.00	\$ 3,750.00
15	1	MAC/CoPro+	2.0% administrative/remittance fee for MAC/CoPro+	\$ 275.00	\$ 275.00
16					
17			section total		\$ 14,025.00
18			<b>Maintenance, Support and Services</b>		
19	1	IN460521	INdigital 24/7/365 Service/Maint./Support-5 Years	\$185,040.60	\$ 185,040.60
20	1	MAC/CoPro+	2.0% administrative/remittance fee for MAC/CoPro+	\$3,700.00	\$ 3,700.00
21					
22			section total		\$ 188,740.60
23					
24			<b>Total</b>		\$ 579,555.74

**EXHIBIT F**  
**FORM OF CERTIFICATE OF ACCEPTANCE**

FINAL CERTIFICATE OF ACCEPTANCE  
FOR PURCHASE OF EQUIPMENT

Dated \_\_\_\_\_, 20\_\_

In compliance with the terms, conditions and provisions of the Equipment Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), by and between the undersigned (“**Customer**”) and Communication Venture Corporation (d/b/a INdigital) (“**INdigital**”), Customer hereby:

- (a) certifies and warrants that all equipment described in the above-referenced Agreement (the “**Equipment**”) is delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;
- (b) accepts all of the Equipment for all purposes under the Agreement and all attendant documents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Acceptance Date**”).

CUSTOMER:

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMENDMENT NO. 1**  
**TO THE**  
**EQUIPMENT PURCHASE AND SALE AGREEMENT**

**THIS AMENDMENT NO. 1**, made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan, on behalf of its 911 Central Dispatch (hereinafter referred to as the "Customer") and **COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)**, with offices at 1616 Directors Row, Fort Wayne, IN 46808 (hereinafter referred to as "INDigital"), amends the Equipment Purchase and Sale Agreement effective June 13, 2023 (hereinafter referred to as the "Agreement").

**WHEREAS**, the parties agree that the original Agreement had an error in Exhibit E; and

**WHEREAS**, it was also discovered there was a mis-reference to Exhibit E in the Agreement; and

**WHEREAS**, the parties agree it is their intent that this amendment be retroactive to June 13, 2023.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree to amend the Agreement, with an effective date of June 13, 2023, as follows:

1. Section 5. **PURCHASE PRICE** will be amended to read "\$573,488.74, as set forth in detail in Exhibit E."

2. Within Section 8. **TESTING; ACCEPTANCE**, the reference to "Exhibit E" shall be changed to "Exhibit F." There are no other changes in this paragraph.

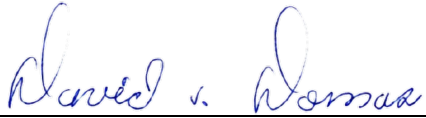
3. New **Exhibit E**, dated August 10, 2023, attached to this Amendment, will replace the Exhibit E attached to the original Agreement.

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the date in which it has been fully signed by the authorized representatives of both parties.

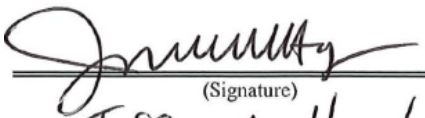
5. The people signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of the parties and that this Amendment has been authorized by the parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully signed this Amendment on the day and year first above written.

**COUNTY OF LIVINGSTON**

**BY:**   
**DAVID J. DOMAS - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS  
Dated: 8/18/2023

**COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)**

**BY:**   
(Signature)  
Name: Jeffrey A. Humbay  
(Print or Type)  
Title: CEO  
(Print or Type)  
Dated: 8/18/23

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: DONALD J. KULHANEK 8/15/2023

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Liv/911 #23-001E

## EXHIBIT E

### PRICE LIST

<i>qty</i>	<i>Part #</i>	<i>Description</i>	<i>Price</i>	<i>Extended</i>
<b>Vesta 911 On-premise Call Handling System</b>				
1	Vesta System	Single redundant Vesta Controller plus ancillary systems, and 10 Vesta IWS and ancillary equipment	\$ 268,071.60	\$ 268,071.60
			section total	\$ 268,071.60
<b>Motorola Software Support</b>				
1	Motorola Software	Motorola VESTA Software Support 5 Years	\$ 106,586.54	\$ 106,586.54
			section total	\$ 106,586.54
<b>Professional Services</b>				
10	IN460523	Installation and configurtion per workstation	\$ 1,000.00	\$ 10,000.00
1	IN460522	Installation and configuration per controller	\$ 3,750.00	\$ 3,750.00
			section total	\$ 13,750.00
<b>Maintenance, Support and Services</b>				
1	IN460521	Indigital 24/7/365 Service/Maint./Support-5 Years	\$ 185,040.60	\$ 185,040.60
			section total	\$ 185,040.60
			<b>Total</b>	<b>\$ 573,448.74</b>