

PUBLIC SAFETY CONTRACT FOR SALES AND SERVICE BETWEEN NOBLE 911 SERVICES, LLC AND DESCHUTES COUNTY 911 SERVICE DISTRICT

Noble 911 Services, LLC (“Noble 911”) and the DESCHUTES COUNTY 911 SERVICE DISTRICT (“Customer”), who are referred to in this contract together as “Parties” or individually as “Party”, hereby enter into this Public Safety Contract for Sales and Service (“Agreement”). This Agreement is effective upon the execution of this Agreement by the parties (“Effective Date”).

1. Products and Services Supplied under this Agreement.

- 1.1** Noble 911 will provide and Customer will purchase Intrado hardware, software or both (“Products”) specified in DC911 Appendix A - 2022 to this Agreement. Customer will purchase Products to provide Public Safety Emergency Communications Services in accordance with OAR 104-080-0180.
- 1.2** Noble 911 agrees to install Products specified in DC911 Appendix A – 2022 according to the terms and conditions described in Sections 4 and 5 of this Agreement and OAR 104-080-180.
- 1.3** Noble 911 is an authorized sales and maintenance agent of Intrado systems and services. Noble 911 will provide maintenance services for Products specified in DC911 Appendix A – 2022 according to the terms and conditions described in Sections 6.1-6.5 of this Agreement and OAR 104-080-180.
- 1.4** Title to Products, if any, passes to Customer upon physical delivery to Customer’s identified site.

2. Sales Terms

- 2.1** Noble 911 prices for products, installation, and maintenance appear in DC911 Appendix A - 2022 to this Agreement per the HGAC Buy Cooperative Purchasing Program. All charges will be paid within 60 days after receipt of the invoice and in accordance with the payment schedules referenced in DC911 Appendix A - 2022 to this Agreement. Prices quoted in this Agreement will be honored for 90 days after the date of the quote, after that time prices are subject to change.
- 2.2** **Acceptance.** Customer must notify Noble 911, in writing, specifying any portions of the products listed in DC911 Appendix A - 2022 that are unacceptable. If Customer has not so notified Noble 911 within 30 business days from the installation date or delivery date, whichever is applicable, products will be deemed accepted.
- 2.3** **Late Payment Charge.** Noble 911 may apply a service charge of 2/3 of one percent (2/3%) per month on any unpaid balance not received by Noble 911 within 60 days after Customer receives an invoice.
- 2.4** **Payment terms:** 60% of Year 1 total due upon contract signature, and 40% of Year 1 total due upon system acceptance of contents in DC911 Appendix A - 2022. Annual fees outlined in the invoice schedule of DC911 Appendix A – 2022 will be due on the contract anniversary for years 2-5, with option to extend years 6-7.
- 2.5** **Taxes, Surcharges, and Fees.** Prices do not include taxes, surcharges, or fees, established by governmental authorities, including: None. Taxes, surcharges and fees do not apply to this Agreement. Alternatively, Customer may supply Noble 911 a tax exemption certificate in a form satisfactory to Noble 911.

2.6 Customer Default. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, Noble 911 will have the right, after 30 days prior written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to Noble 911 in law or equity.

2.7 Customer Right to Terminate.

2.7.1 Customer may, at its sole discretion, suspend Noble 911's Services under this Agreement, upon written notice by Customer to Noble 911, setting forth the length of the proposed suspension.

2.7.2 Customer may, at its sole discretion, terminate this Agreement without cause upon thirty (30) days written notice by Customer to Noble 911.

2.7.3 Customer may, in its sole discretion, terminate this Agreement, immediately upon notice to Noble 911, or at a later date as Customer may establish in the notice, upon the occurrence of any of the following events:

2.7.3.1 Federal or state laws, regulations, or guidelines are applied, modified or interpreted in a way that either the procurement or purchase of or payment for the Services or Goods by Customer under this Agreement is challenged or prohibited, or Customer is prohibited from paying for Services or Goods from the planned funding source; or

2.7.4 Customer may terminate this Agreement upon written notice to Noble 911, or at a later date as Customer may establish in the notice, if Noble 911 fails or neglects to comply with any term or condition of this Agreement.

2.7.5 Noble 911 shall stop performance under this Agreement as directed by Customer in any written notice of suspension or termination delivered to Noble 911 under this section.

2.8 Order Changes. Any changes to an order or installation request and any additional orders for Product must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") substantially in the form attached hereto as Attachment 3 to Noble 911. The amendment and/or Purchase Order will be signed by authorized representatives of both Parties, and incorporated into this Agreement.

3. Delivery

3.1 Customer will ensure that its personnel are available to receive delivery of products at site, at a date and time to be determined between Noble 911 and Customer and will make available secure space for storage.

3.2 Risk of loss and damage to products passes to Customer upon delivery and acceptance of products to Customer at site.

3.3 Unless otherwise agreed, Customer will be responsible for proper site preparation, for meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of products in DC911 Appendix A - 2022. All requirements will be provided to Customer prior to scheduled equipment delivery.

3.4 Products delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in DC911 Appendix A - 2022 to this Agreement. Noble 911 will coordinate with Customer's technical

services manager or designee regarding the installation and project schedule for any dates that need to be adjusted.

- 4. Installation.** To ensure that the products set for the site as described in DC911 Appendix A - 2022 have been installed according to the manufacturer's specifications, Customer agrees to provide proper site preparation, including allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, terminals and cross connect fields, and conduits in floors and walls. Customer also agrees to meet and maintain proper environmental requirements as indicated by manufacturer of products listed in DC911 Appendix A - 2022 and providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required. Noble 911 shall deliver a copy of all manufacturer's specifications to Customer at least 30 days prior to the installation date.
- 5. Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances: Any modifications to a building's electrical system that is required to install listed products and not provided by Customer; drilling access holes and providing suitable conduit; and/or connecting voice recorder equipment which was not purchased under this Agreement. Time and materials charges are set forth in DC911 Appendix A - 2022. Noble 911 shall prepare and provide Customer with a written quote for all additional Products or Services. Noble 911 shall not provide any additional services until Customer has reviewed and accepted the quote. The written quote for additional Product or Services will be an amendment to this Agreement and will not be effective until signed by the Parties.
- 6. Maintenance.** After expiration of the warranty period, all products listed in DC911 Appendix A - 2022 will be maintained in accordance with the manufacturer's original performance specifications.

 - 6.1 Service and Scope of Maintenance.** Noble 911 will provide remedial maintenance on products listed in DC911 Appendix A - 2022, 24 hours a day, seven days a week on a call out basis or as otherwise stated in OAR 104-080-0180. Remedial maintenance means maintenance Noble 911 deems reasonably appropriate and necessary to return products listed in DC911 Appendix A - 2022 to proper operating condition as specified by manufacturer's specifications which will be provided to Customer at time of signature of this Agreement and immediately after any changes by the manufacturer. Customer will work with Noble 911 and/or Intrado on diagnostic procedures of any product malfunction. Customer's systems staff will notify Noble 911 of technical or other requested support issues via Noble 911's PSAP portal, phone, or email. All system modifications performed on-site or remote will be communicated with and approved by Customer's technical systems manager or designee prior to implementation. Validation testing will be performed by Noble 911 following any system modification to verify successful modification outcome and no other system impacts are observed.
 - 6.2 Repair and Replacement of Parts.** Noble 911 will have the option to repair or replace products specified in DC911 Appendix A - 2022 upon written consent by Customer. Noble 911 will provide a formal cost quote to Customer for any required

costs for the repair or replacement parts that are not covered by the annual maintenance costs outlined in DC911 Appendix A – 2022 prior to written consent. Noble 911 may, upon obtaining written consent of Customer, use reconditioned parts or components of products as replacement. Replacement parts become the property of Customer, and the defective parts become the property of Noble 911 unless Noble 911 uses parts from Customer’s spare inventory. In those cases, the defective part will remain the property of the Customer. Costs/pricing for replacement parts will be the listed price at the date the replacement occurs. Noble 911 shall update the costs/pricing for Products and Services on DC911 Appendix A - 2022 as changes are made.

6.3 Maintenance Exclusions. Equipment or products not listed on DC911 Appendix A - 2022 to this Agreement are not covered by this Agreement. Service calls for products listed in DC911 Appendix A - 2022 that are damaged as a result of misuse of the products, abusive environment, Customer modification (not approved by Noble 911 or Intrado), Customer interfaces with peripheral products, moves, fire, vandalism, operator error, use of improper supplies, natural disasters, or other causes beyond normal usage of the products are not covered by this Agreement. However, if Customer requests Noble 911 to make repairs under such circumstances, and if Noble 911 agrees to make such repairs, Noble 911 will provide Customer with a written quote for the repair and shall not provide Products or Services until Customer has reviewed and accepted the quote. The accepted quote is an amendment to this Agreement. Service calls to locations which are remote from the primary locations listed are not covered by this Agreement.

6.4 Term of Maintenance. The term of maintenance will be eighty-four (84) months and will begin the day after the warranty period expires for products. Should Noble 911’s Agreement with equipment manufacturer terminate before the end of this Agreement, Noble 911 may discontinue maintenance service with reasonable notice to Customer. Customer may discontinue maintenance service without further obligation to Noble 911 upon sixty (30) days written notice to Noble 911 or immediately if there is a violation of law.

6.5 Rates and Charges for Maintenance. Noble 911 may initiate an increase following the 84-month contracted maintenance term, not to exceed three percent (3%) annually, provided Noble 911 notifies Customer, in writing, 30 days in advance of any such increase. Maintenance charges are provided in DC911 Appendix A - 2022.

7. Customer Premise Equipment. Customer authorizes Noble 911 to assist with communication and coordination with local telecommunication providers for the installation and maintenance of Customer Provided Equipment (“CPE”), described in DC911 Appendix A - 2022. Noble 911 will work with described providers up to the Customer’s demarcation point as coordinated by the Customer’s technical systems manager or designee.

8. Subcontractors. Upon first obtaining written consent of Customer, Noble 911 may subcontract all or any portion of the work.

9. OSHA/Asbestos. Noble 911 and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and health Administration’s

("OSHA") rules and regulations. Customer certifies, to the best of its knowledge, that there is no asbestos on any premises or in any areas where Noble 911 will be working. This Agreement does not contemplate or include prices attributable to working in an asbestos environment. In the event asbestos is discovered in the Noble 911 work area, Noble 911 shall immediately notify Customer. Customer, in its sole discretion, may elect to terminate this Agreement or pay reasonable additional costs to remediate the issue in compliance with OSHA's rules and regulations.

10. Limitation of Liability. OREGON REVISED STATUTE 403.110 SHALL APPLY TO THIS AGREEMENT BY THIS REFERENCE AND GOVERN LIMITATION OF LIABILITY.

11. INSURANCE.

11.1 Required Insurance. Noble 911 shall obtain at Noble 911's expense the insurance specified in this section 11 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. Noble 911 shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Customer.

11.2 Workers' Compensation. All employers, including Noble 911, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Noble 911 shall require and ensure that each of its subcontractors complies with these requirements.

11.3 Employer's Liability. If Noble 911 is a subject employer, as defined in ORS 656.023, Noble 911 shall obtain employers' liability insurance coverage.

11.4 Professional Liability. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. Noble 911 shall provide proof of insurance of not less than the following amounts as determined by the Customer:

Per occurrence limit for any single claimant through June 30, 2016:

\$2,046,300. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

Per occurrence limit for multiple claimants through June 30, 2016, 4,096,000. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

State Court Administrator website:

http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page

11.5 Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Noble 911 shall provide proof of insurance of not less than the following amounts as determined by the Customer:

11.6 Bodily Injury/Death.

Per occurrence limit for any single claimant through June 30, 2016, 2,046,300. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.00.

Per occurrence limit for multiple claimants through June 30, 2016, 4,096,000. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

State Court Administrator website:

http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page

From July 1, 2016, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to ORS 30.273.

12. Indemnification. OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. NOBLE 911'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD, INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. INDEMNIFICATION FOR CLAIMS ASSOCIATED WITH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM OPERATION OF SUCH PUBLIC SAFETY SYSTEMS, CPE AND PRODUCTS SHALL BE AS PROVIDED BY OREGON REVISED STATUE ORS 403.110. NOBLE 911'S ENTIRE LIABLIITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. IN NO EVENT SHALL NOBLE 911 BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

13. Confidentiality. No party will, without the prior written consent of the other parties, make any disclosure of the terms of this Agreement or disclose or use the confidential information of the other party. A party may disclose confidential information if required to do so by a governmental agency, by operation of law or court order, or if necessary in any proceeding to establish right or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. Customer's obligations of confidentiality, if any, are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505 and Oregon Custody and Maintenance of Records Laws, ORS 192.005 through 192.170.

14. Warranties.

14.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO THIS AGREEMENT.

14.2 WARRANTY FOR PRODUCTS WILL BEGIN ON THE ACCEPTANCE DATE AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS

WARRANTY PERIOD, NOBLE 911 WILL PROVIDE SERVICE TO KEEP PRODUCTS LISTED IN DC911 APPENDIX A - 2022 IN GOOD WORKING ORDER AND ENSURE PRODUCTS CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT.

- 14.3** DURING THE WARRANTY PERIOD, NOBLE 911 WILL REPAIR OR REPLACE, AT NO CHARGE, PRODUCTS THAT ARE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP. FOR PRODUCTS SOLD BUT NOT INSTALLED BY NOBLE 911, A 90 DAY WARRANTY WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER.
- 14.4** PERSONNEL FURNISHED BY NOBLE 911 WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.
- 14.5** Noble 911 has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Noble 911 will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with the highest standards applicable to Noble 911's industry, trade or profession;
- 14.6** Noble 911 is and shall be, at all times during the term of this Agreement, qualified, professionally competent, and duly licensed to perform Services and do business in the State of Oregon;
- 14.7** Noble 911 is not in violation of, charged with nor, to the best of Noble 911's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Noble 911's provision of the Services shall not violate any such law, ordinance, regulation or order;
- 14.8** Noble 911's performance under this Agreement to the best of Noble 911's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Noble 911 or any Noble 911 personnel that will perform the Services under this Agreement.
- 14.9** Noble 911 shall perform all Services as an independent contractor. Although Customer has the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, Customer cannot and will not control the means or manner of Noble 911's performance. Noble 911 is responsible for determining the appropriate means and manner of performing any Services required under this Agreement. Noble 911 certifies, represents and warrants that Noble 911 is an independent contractor of Customer under all applicable State and federal law. Noble 911 is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of State or Customer. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.
- 14.10** Noble 911 represents and warrants that the personnel providing services under this Agreement are employees of Noble 911; that Noble 911 withholds applicable income taxes from the pay of its employees; that Noble 911 pays workers' compensation

insurance premiums arising from the employment of its employees under this Agreement; that Noble 911 makes all other applicable tax and related payments arising from that employment (including without limitation social security tax payments); and that Noble 911 provides employee benefits to its employees, including without limitation health insurance benefits, vacation benefits, and retirement benefits.

14.11 For a period of no fewer than six calendar years preceding the Effective Date of this Agreement, Noble 911 faithfully has complied with:

- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- Any tax provisions imposed by a political subdivision of this state that applied to Noble 911, to Noble 911's property, operations, receipts, or income, or to Noble 911's performance of or compensation for any work performed by Noble 911;
- Any tax provisions imposed by a political subdivision of this state that applied to Noble 911, or to goods, services, or property, whether tangible or intangible, provided by Noble 911; and
- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

14.12 IF THE PRODUCTS OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF NOBLE 911), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER DECIDES TO REPAIR OR REPLACE SAID ITEMS.

15. Warranty Exclusions. THE WARRANTIES PROVIDE BY NOBLE 911 UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING: WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT OUTSIDE OF DC911 APPENDIX A - 2022 ; EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY NOBLE 911 EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCTS SOLD BUT NOT INSTALLED BY NOBLE 911; FURNISHING SUPPLIES WHICH ARE NOT PART OF THE PRODUCTS OR RELATED FURNISHING MATERIAL; PRODUCTS AFFECTED BY OPERATOR ERROR, MISUSES OF PRODUCTS OR NATURAL DISASTERS; WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY; SUCH WARRANTIES ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT; ELECTRICAL WORK EXTERNAL TO PRODUCTS SOLD UNDER THIS AGREEMENT; NOBLE 911 DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

16. Software. All software remains the property of the software's owner. If required by the owner, a license must be granted to the end-user (Noble 911's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms

and conditions for use are governed entirely by said owner. Noble 911 shall deliver a copy of all such licenses to Customer. Customer shall have 30 days to review the license. If the terms of the license are unacceptable to Customer, Customer may terminate this Agreement without liability. If the terms of the license are acceptable to Customer, both parties will adhere to the terms of the license and such license will be executed as required and will become incorporated into this Agreement by reference.

17. Dispute Resolution/Applicable Law. In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Agreement or any of the terms or conditions thereof, or any transaction hereunder including but not limited to either party's failure or alleged failure to comply with any of the provisions of the Agreement (hereinafter collectively the "Dispute"), other than one related to the release of Confidential Information, the parties shall first conduct the following procedure in an attempt to resolve the Dispute:

- The parties shall make every effort to settle any Dispute through their respective managers, within five (5) calendar days of one party notifying the other party of a Dispute.
- If the Dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contact point for these discussions shall be the parties' Authorized Representatives. The parties shall attempt to resolve the Dispute within 5 calendar days of the notice from a party that they are initiating this second level of Dispute resolution discussions. If the parties mutually agree in writing that there has been substantial progress toward resolution of the Dispute, this second level may be extended for an additional five (5) business day period which shall commence at the conclusion of the first five (5) day period.
- If the parties are unable to resolve the Dispute, the parties may file suit as set forth below.

Nothing in this section 17: (a) will in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter; (b) in any way limit Customer's or Noble 911's right to suspend or terminate the Agreement or pursue other remedies available under the Agreement, by law or otherwise; (c) remove the requirement to provide notices or filings to meet deadlines otherwise required by law; or (d) constitute a waiver of the sovereign immunity of the State of Oregon. The Agreement will otherwise be governed by the laws of the State of Oregon, without regard to its choice of law principles. Any claim, action, or suit (collectively, "Proceeding") between State and Noble 911 that arises from or relates to this Agreement shall be brought and conducted within the Circuit Court of the State of Oregon for appropriate counties; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted within the United States District Court for the District of Oregon. NOBLE 911 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from

the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or consent to jurisdiction based thereon.

- 18. Entire Agreement/Assignment/Severability.** The Agreement constitutes the entire agreement between Customer and Noble 911 with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. The Agreement is intended solely for Noble 911 and Customer and it will not benefit or be enforceable by any other person or entity, including End Users. Customer agrees not to resell or assign the service or any of Customer's rights or obligations under this Agreement without prior written consent from Noble 911, which consent shall not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect.
- 19. Waiver/Delay.** Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of that party, including natural disasters, acts of terror, material shortages or unavailability, changes in applicable government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.
- 20. Amendment.** All amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice.
- 21. Notices.** Except as otherwise provided herein, all required notices must be in writing and sent to Noble 911 at PO Box 1857, Sisters, Oregon 97759; Facsimile #: 541-549-1071; Attn.; Legal Department, and to Customer at the address below. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile. Customer's current address, facsimile number, and person designated for notices are:

Attention:
DESCHUTES COUNTY 911
20355 Poe Sholes Dr. Suite 201
Bend, OR 97702

Noble 911 and Customer execute and authorize this Agreement as of the last date shown below:

For Noble 911 Services, LLC

For Customer:

NAME/SIGNATURE/TITLE

Joel Palanuk, CEO

Date:

Date: