

ADDENDUM TO 9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This Addendum (“Addendum”) is made a part of and incorporated into the 9-1-1 Services and Software License Agreement (“Agreement”) between The Board of Commissioners of Effingham County, Georgia (“County”) and Communications Venture Corporation d/b/a INDIGITAL (“INDIGITAL”), dated October ____, 2026, as follows:

1. Notwithstanding anything to the contrary contained herein, the Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. Section 36-60-13, the provisions of which are incorporated herein. The Agreement shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term. County may terminate the Agreement for convenience upon 90 days prior written notice to INDIGITAL. In the event of termination for convenience, County shall pay INDIGITAL: (i) all undisputed amounts due for services performed through the effective date of termination; and (ii) reasonable demobilization costs not to exceed 10% of the average monthly recurring charges, provided that INDIGITAL provides County with a detailed invoice and supporting documentation. County shall not be liable for any lost profits, future revenues, or early termination fees.

2. The total maximum contract obligations for the fiscal year 2026 shall be **\$120,082.68**. The maximum contract amount for fiscal years 2027, 2028, and 2029 shall be **\$301,618.56** and for fiscal year 2030 shall be **\$100,539.52**. The total combined maximum annual payments over the five (5) year term year term is **\$522,240.77**. Contracts under O.C.G.A. Section 36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most

recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and INDIGITAL expressly acknowledge and agree that the Agreement shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of the Agreement shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

5. Any portion of the Agreement regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003). To the extent indemnification applies, it shall not require County to defend or to indemnify INDIGITAL's affiliates, subcontractors, or assigns. Nothing in the Agreement shall be construed to waive, limit, or modify any defense, immunity, or limitation of liability available to County including but not limited to sovereign immunity or governmental immunity under Georgia law, or available to County or INDIGITAL as a party providing (or assisting in providing) a 9-1-1 system or services, including but not limited to under Sections 46-5-131 or 135 of the Official Code of Georgia Annotated.

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay according to the Agreement following the then current Original Term or Renewal Term, the Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

7. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. Exclusive venue for any action

arising out of or relating to this Agreement shall be in the Superior Court of Effingham County, Georgia, or the United States District Court for the Southern District of Georgia. Each party consents to personal jurisdiction in Georgia and waives any objection to venue or forum non conveniens. Further, each party reserves all rights under Georgia law, including the right to jury trial where applicable, and does not waive any such rights by entering into the Agreement.

8. County retains all right, title, and interest in and to all data submitted to or generated by the Software, including without limitation all 911 call data, location information, caller information, call recordings, system logs, and any other data created, collected, or processed in connection with County's use of the Services ("Customer Data"). INDIGITAL acquires no ownership rights in Customer Data and shall use Customer Data solely to provide the Services. INDIGITAL shall not sell, license, distribute, or disclose Customer Data to any third party except as necessary to provide the Services or as required by law. Customer Data is and shall remain the property of County, and INDIGITAL acknowledges that Customer Data may be subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

9. Throughout the term of the Agreement, INDIGITAL shall maintain, at its sole expense, the following insurance coverage with insurers rated A- or better by A.M. Best:

Commercial General Liability: Occurrence-based coverage with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, property damage, and personal injury, including contractual liability coverage.

Professional Liability (Errors & Omissions): Claims-made coverage with limits of not less than \$3,000,000 per claim and \$5,000,000 aggregate covering negligent acts, errors, or omissions in the performance of professional services.

Cyber Liability and Data Breach: Coverage with limits of not less than \$5,000,000 per occurrence and aggregate, covering: (i) data breach response costs, including notification and credit monitoring; (ii) regulatory fines and penalties; (iii) liability for unauthorized access to or disclosure of data; (iv) business interruption; and (v) cyber extortion.

Umbrella/Excess Liability: Coverage with limits of not less than \$5,000,000 providing excess coverage over the primary policies listed above.

Certificates and Endorsements. Prior to commencing services, and upon each policy renewal, INDIGITAL shall provide County with certificates of insurance and endorsements evidencing the required coverage, additional insured status, and primary/non-contributory provisions. Certificates shall provide that County will receive 30 days' advance written notice of cancellation, non-renewal, or material change in coverage.

10. Notwithstanding any other provision in the Agreement, the limitations in Sections 12.1 and 12.2 shall not apply to: (a) any claim arising from or relating to loss of life, bodily injury, or property damage to the extent proximately caused by INDIGITAL's gross negligence, or wanton and willful misconduct or bad faith; (b) data breaches involving personally identifiable information or emergency services data to the extent proximately caused by INDIGITAL's gross negligence, or wanton and willful misconduct or bad faith; (c) INDIGITAL's breach of confidentiality obligations to the extent proximately caused by INDIGITAL's gross negligence, or wanton and willful misconduct or bad faith; or (d) INDIGITAL's indemnity obligations under Section 11.1 for infringement of third-party intellectual property rights. INDIGITAL's aggregate liability arising out of or related to the Agreement for all claims not excluded above shall not exceed the cumulative amount of Seven Hundred Fifty Thousand Dollars (\$750,000).

11. If County is required by law, including but not limited to the Georgia Open Records Act, to disclose Confidential Information, County shall, to the extent permitted by law, provide INDIGITAL with prompt notice of such requirement. However, County's obligations under the Georgia Open Records Act and other public disclosure laws shall take precedence over any notice or delay provisions in the Agreement. County shall not be liable for disclosure of Confidential Information required by law.

12. County may assign this Agreement without INDIGITAL's consent to: (i) a successor county agency or department; (ii) another Georgia political subdivision pursuant to an

intergovernmental agreement; or (iii) a regional commission or authority created under Georgia law to provide emergency services. County shall provide INDIGITAL with written notice of any such assignment. INDIGITAL shall not, without County's prior written consent, which consent shall not be unreasonably withheld: (i) assign this Agreement to any third party (except to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of INDIGITAL's assets); or (ii) undergo a change of control (defined as a transaction in which 50% or more of INDIGITAL's voting equity changes hands). INDIGITAL shall provide County with at least 60 days' advance written notice of any proposed change of control, and County may terminate this Agreement without penalty if County reasonably determines that the change of control would adversely affect the services or County's interests. For purposes of this provision, any assignment or change of control without County's consent shall be deemed a material breach entitling County to immediate termination.

13. Notwithstanding any other provision in Section 14 of the Agreement, INDIGITAL's obligation to maintain System Availability and provide emergency 911 services shall not be excused by Force Majeure Events to the extent proximately caused by INDIGITAL not implementing and maintaining business continuity and disaster recovery capabilities, including redundant systems and geographically diverse data centers, sufficient to ensure continued operation during Force Majeure Events affecting any single facility. County may terminate the Agreement immediately if a Force Majeure Event affecting INDIGITAL's performance continues for more than 30 consecutive days. Except as modified hereby, the terms and provisions of the Agreement, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

COMMUNICATION VENTURES CORPORATION d/b/a INDIGITAL

By: _____

Name: _____

Its: _____

Attest:

By: _____

Name: _____

Its: _____

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: _____
Damon Rahn
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk