

**LICENSE AGREEMENT**  
**9-1-1 ANI/ALI DATABASE**

This License Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2003 by and between THE CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "Licensee", and ALLTEL Communications, Inc., a Nebraska corporation, hereinafter referred to as "ALLTEL", on the basis of the following premises:

- (A) ALLTEL will provide Licensee access to ALLTEL's 9-1-1 Automatic Number Identification/Automatic Location Identification (ANI/ALI) Database hereinafter referred to as the "Database".
- (B) Selective Routing Service ("SRS") is not included in this Agreement. Upon request, ALLTEL will provide Licensee a separate agreement covering SRS.
- (C) Licensee desires to license the Database owned and maintained by ALLTEL and Updates thereto (the "Updates") in accordance with the terms of this Agreement.
- (D) ALLTEL is a common carrier qualified to do business under the laws of the State of Nebraska and is engaged in furnishing communications services and facilities in accordance with Nebraska statutes and is regulated and certified by the Nebraska Public Service Commission.
- (E) ALLTEL is willing to license the Database and Updates to Licensee on a nonexclusive and nontransferable basis for use by Licensee in conjunction with certain Enhanced 9-1-1 equipment and in accordance with the terms of this Agreement.

On the basis of the foregoing premises, and in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Definitions.** For the purposes of this Agreement certain terms have been defined below:

**"Basic 9-1-1"**, also referred to as B9-1-1: When requested by local government authorities, ALLTEL will provide a universal number, 9-1-1, for the use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 9-1-1 number will provide each caller with telephone access to the appropriate local Public Safety Answering Point. Basic 9-1-1 service provides only the three-digit dialing of 9-1-1 for emergency assistance. There is no Automatic Number Identification or Automatic Location Identification involved in basic 9-1-1 service.

**"Enhanced 9-1-1 Universal Emergency Number Service"**, also referred to as Enhanced 9-1-1 Service or E9-1-1: A telephone exchange communication service whereby one or more PSAPs may receive telephone calls dialed to the telephone number 911. E911 Service provides for Automatic Number Identification (ANI) and Automatic Location Identification (ALI) features.

**"ANI/ALI Data Base"**: The equipment and programs that store the ANI and ALI data and associate it with the ANI digits received from the calling party.

**“Automatic Number Identification” (ANI):** A feature by which the calling party's telephone number is forwarded to the E911 Control office and to the PSAP's Display and Transfer Units.

**“Automatic Location Identification” (ALI):** A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined above) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise, etc.) will be identified with the address of the telephone number at the main location.

**“Public Safety Answering Point” (PSAP):** An answering location for 911 calls originating in a specified area.

2. **License Grant.** ALLTEL hereby grants, and Licensee hereby accepts, nonexclusive and nontransferable license to use the Database and Updates during the term of this Agreement solely in connection with Licensee's provision of Enhanced 9-1-1 Service from Licensee's 9-1-1 Center located at 575 South 10 Street, Lincoln, Nebraska (the “Site”), and in accordance with the terms of this Agreement.

3. **Duration and Term of Agreement.** The term of this Agreement shall commence as of the date executed by both parties and shall continue for a minimum period of four (4) years. In the event of termination, Licensee shall promptly return to ALLTEL any and all copies of the Database and any Updates thereto which shall be in Licensee's possession. In the event of refusal by Licensee to return the Database and any Updates thereto, Licensee agrees that ALLTEL may, without demand or notice, take immediate possession of the Database and any Updates thereto. Termination of this Agreement shall not relieve Licensee of any of its obligations regarding confidentiality of the Database and Updates thereto. ALLTEL shall be entitled to recover its damages from Licensee and shall have such other rights at law and in equity as may be available to ALLTEL.

4. **Proprietary Rights and Restrictions on Use.** Licensee recognizes that the Database and all Updates thereto are proprietary to ALLTEL and that all rights thereto are owned by ALLTEL. Licensee further acknowledges that it has been advised that the Database and all Updates thereto are valuable and confidential property of ALLTEL and that the use and disclosure thereof must be carefully and continuously controlled by Licensee. Further, Licensee agrees and acknowledges that at all times ALLTEL shall retain title to the Database and all Updates thereto. The Database and Updates hereby licensed are for the sole use of Licensee in connection with its provision of Enhanced 9-1-1 Service. The Database and Updates are to be used only by Licensee, and only in connection with its provision of Enhanced 9-1-1 Service. While the Licensee has access to the Database and any Updates thereto, Licensee will not copy or duplicate, or permit anyone else to copy or duplicate, the Database and any Updates thereto, nor will Licensee provide or make available the Database or any Updates thereto to any person or entity other than its employees or agents who have a need to know the Database and Updates consistent with Licensee's use thereof pursuant to this Agreement. In addition to other remedies available to ALLTEL, Licensee agrees that ALLTEL shall be entitled to injunctive relief in the event Licensee breaches this Agreement.

5. **Fees and Payments.** During the term hereof, the Licensee shall pay ALLTEL monthly license fees for the use of the Database and any Updates thereto at the rate of \$58.00 (fifty-eight dollars) for each 1,000 access lines or fraction thereof served by the Licensee. The first year, the Licensee shall make minimum monthly payments to ALLTEL of \$10,440.00 (180,000 access lines at \$58.00 per 1,000 access lines). Licensee shall pay such charges on a monthly basis, which charges shall be billed in advance, billings to commence on the date Agreement is executed by both parties. Payment shall be due from Licensee upon receipt of ALLTEL's billing, and shall be delinquent thirty (30) days after the date of receipt of such billing, or upon receipt of the subsequent billing, whichever shall occur first. The price quoted herein is exclusive of all taxes except taxes levied against ALLTEL's income, including federal, state and local use, sales, property, ad valorem and similar taxes. Licensee agrees to pay any and all such taxes to the proper taxing authority or to ALLTEL if so required. In the event of any nonpayment by Licensee of the charges provided hereunder, or any default in the terms of this Agreement by Licensee, upon thirty (30) days' prior written notification to Licensee, and continuance of such nonpayment or default, ALLTEL shall have the right to recover possession of the Database and any updates thereto from Licensee.

6. **Annual Monthly Fee Adjustments.** The monthly fee will be adjusted annually beginning the second year of this Agreement. The monthly license fee will be adjusted based on the largest number of access lines served by the Licensee during the twelve-month period previous to October 31<sup>st</sup> of the current year. ALLTEL will send written notice of the new monthly license fee to Licensee by November 24<sup>th</sup> of each year, and the adjusted charges will commence on January 1<sup>st</sup> of the following year. Written notice will be sent to Licensee via US Postal Service, Facsimile or email. However, non-receipt of fee-change notice by Licensee does not nullify the annual monthly fee adjustment.

7. **Warranty and Limitation of Liability.** ALLTEL warrants that it has title to and is the owner of the Database and all Updates thereto. ALLTEL further warrants that it has exercised reasonable efforts to create a Database and Updates thereto that are accurate and complete. In the event that Licensee discovers any errors or omissions from the Database or the Updates, ALLTEL agrees to promptly make the necessary corrections in the Database or the Updates upon receipt of such notice.

**THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTIES. ALLTEL HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER SUCH REPRESENTATIONS AND WARRANTIES. ALLTEL'S LIABILITY TO IF ANY, FOR BREACH OF WARRANTY RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO ALLTEL TO LICENSE THE DATABASE. IN NO EVENT SHALL ALLTEL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, ANY OR ALL OF WHICH MAY BE SUFFERED BY LICENSEE.**

8. **Indemnification.** The Parties shall indemnify, defend and hold each other, their directors, officers, employees, agents and representatives harmless from any and all losses, claims, demands, suits, actions or any liability whatsoever, whether suffered, made, instituted or asserted by the other party, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, which may result from each party's own negligent performance under this contract. Further, Licensee shall indemnify, defend and hold ALLTEL, its directors, officers, employees, agents and representatives harmless from any and all losses, claims, demands, suits, actions or any liability whatsoever which may result from Licensee's disclosure to any person or governmental agency of the name or address of any person through access to the Database or any Updates thereto.

Licensee agrees to release, indemnify and hold ALLTEL, its directors, officers, employees, agents and representatives harmless from any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure to operate, maintenance or use of the Database, the Updates and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Enhanced 9-1-1 Service, and which arise out of any wrongful act of Licensee, or the employees or agents of Licensee; provided, however, that ALLTEL agrees to provide to Licensee such assistance in the defense of any loss, claim, demand, suit or action for which indemnification is provided pursuant to this paragraph, which may be reasonably requested by Licensee.

ALLTEL and Licensee further acknowledge Nebraska State Statute 86-1009 limits 9-1-1 service provider liability as follows: "The 9-1-1 service described in sections 86-1001 to 86-1009 is within the governmental powers and authorities of a governing body or public safety agency. In contracting for such service and in providing such service, except for failure to use reasonable care or for intentional acts, each governing body, public safety agency, and service supplier and their employees and agents shall be immune from liability or the payment for any damages in the performance of installing, maintaining, or providing 9-1-1 service." (Laws 1990, LB 240, § 15.)

9. **Default: Termination.** Notwithstanding any provisions hereof to the contrary, ALLTEL may give Licensee notice of termination of this Agreement in the event of the following occurrences:

- (a) If Licensee shall be in default in the performance of any covenants of this Agreement (other than payment of license fees specified hereunder) and if such default is not cured within fourteen (14) days after written notice thereof is transmitted to Licensee;
- (b) If Licensee is unable to meet its financial obligations as they become due, or shall be adjudicated bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for Licensee's property and such appointment is not vacated within thirty (30) days;
- (c) If this Agreement or any benefits hereof are assigned, any sublicense of the Database is granted or the Database is duplicated by or for third parties; or

(d) If Licensee shall be in default of any payment hereunder, and such default is not cured within five (5) days after receipt of written notice from ALLTEL.

10. **Early Termination.** If this Agreement is terminated by the Licensee for any reason prior to the expiration of the initial term hereof, the Licensee shall pay to ALLTEL termination liability, which shall be the remaining monthly payments provided for hereunder at the monthly rate of \$58.00 (fifty-eight dollars) for each 1000 access lines or fraction thereof served by Licensee at time of termination. In the event of such service termination by the Licensee after the expiration of the initial term hereof, no termination liability shall be due.

11. **Revisions.** The Licensee agrees to pay to ALLTEL charges for additional services which may be offered by ALLTEL, ordered by the Licensee and which are compatible with existing telecommunications services being provided to the Licensee. Any requests by the Licensee for additions or revisions to the Database capacity, capability, and/or delivery provisioning will be billed on a time and material basis as agreed prior to the commencement of the installation of the requested enhancements.

12. **Notices.** All notices required to be given hereunder shall be sent by United States mail, postage prepaid, return receipt requested, by facsimile or email to:

ALLTEL	The City Of Lincoln, Nebraska
Rich McLaughlin	_____
VP & General Manager	_____
2201 Winthrop Road	_____
Lincoln, NE 68502	_____
Fax: 402-437-7295	Fax: _____
Email: <a href="mailto:Rich.Mclaughlin@alltel.com">Rich.Mclaughlin@alltel.com</a>	Email: _____

13. **Assignment.** This Agreement shall not be assigned, sublicensed or in any other manner transferred to any other person or entity by Licensee without the prior written consent of ALLTEL.

14. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Nebraska.

15. **Complete Agreement; Amendments.** This Agreement shall constitute the complete and exclusive statement of the agreement between the parties and supersedes any and all prior express or implied agreements or understandings between the parties hereto concerning the subject matter hereof. No amendment, waiver or other alteration of this Agreement may be made except by an agreement in writing and executed by the parties hereto.

16. **Nonwaiver.** No failure of Licensee or ALLTEL to enforce a provision of this Agreement will be construed as a general or specific waiver of that provision, or of either party's rights to enforce that provision or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date and year first above written.

ALLTEL Communications, Inc.  
"ALLTEL"

CITY OF LINCOLN, NEBRASKA  
"LICENSEE"

By: *Richard J. H.*

By: \_\_\_\_\_

Title: VP-6M

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

Date: 3/20/03

Date: \_\_\_\_\_

WITNESS: ALLTEL

WITNESS: CITY OF LINCOLN

By: *Steve Edin*

By: \_\_\_\_\_

Title: Sales Manager

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

Date: 3/20/03

Date: \_\_\_\_\_



ALLTEL  
 2201 Winthrop Road  
 P.O. Box 81672  
 Lincoln, Nebraska 68501-1672  
 402 437-7200  
 402 437-7295 Fax

**S E R V I C E   A G R E E M E N T**

**BILLING ADDRESS**

The City of Lincoln: City Communications  
 Billing Address: 555 South 10<sup>th</sup> Street  
 City, State, Zip: Lincoln, Nebraska 68508  
 Effective Date of Agreement: \_\_\_\_\_, 2003  
 Termination Date: \_\_\_\_\_, 2007

**EQUIPMENT LOCATION**

Phone: 402-441-6000  
 Service Address: 575 South 10<sup>th</sup> Street  
 City, State, Zip: Lincoln, Nebraska 68508  
 Date Equipment Installed: May 1994

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the City of Lincoln, Nebraska a municipal corporation "hereinafter called "the City" and ALLTEL Communications, Inc. "hereinafter called "ALLTEL" in consideration of the undertakings and agreements set forth hereinbelow the parties agree as follows:

**TERM OF AGREEMENT** - This Service Agreement is for an initial minimum term of forty-eight (48) months commencing, on the date first written above.

**PAYMENT** - The City agrees to pay ALLTEL on a monthly basis service charges in the amount of one-thousand-four-hundred-fifty dollars (\$1,450.00) for the initial minimum term of 48 months. Please refer to Terms and Conditions item 3. Service Agreement Fee Adjustment.

Payment terms shall be payment due upon receipt of the invoice, delinquent 30 days thereafter. The City agrees to pay a late charge of 1.25% per month (15% per annum) of any unpaid portion of the monthly charge until paid or the maximum late charge otherwise permitted by applicable law after the expiration of 30 days from invoice date. There will be added to all charges amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by ALLTEL in respect of the foregoing, exclusive, however, of taxes based on net income.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AND WHICH THE CITY ACKNOWLEDGES TO HAVE READ.

Accepted by The City of Lincoln

By: \_\_\_\_\_

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

Accepted by ALLTEL

By: Steve Edie

Title: Sales Manager-  
Major Account Sales

Date: 4/7/03

## TERMS AND CONDITIONS

### 1. MAINTENANCE SERVICE BY ALLTEL -

- a. ALLTEL or its authorized agent, will perform onsite repair and maintenance service for the equipment listed on **Exhibit A**, attached hereto and made a part hereof, as may be required to keep the equipment in good working condition and as can be reasonably performed on the City's premises. All such remedial maintenance service shall be performed after notification by the City that the equipment is not in good working condition.
- b. Maintenance service will be performed during ALLTEL's normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except nationally recognized holidays; PROVIDED, however, upon notification of a major malfunction, ALLTEL shall dispatch service personnel to perform maintenance service within two hours of such notification. A major malfunction includes, but is not necessarily limited to, such basic system failures as an operator's position being out of service, the entire system ceasing to operate, inability to receive any incoming calls or place any outgoing calls. Upon notification of a minor malfunction, ALLTEL shall dispatch service personnel to perform maintenance service by the end of the following business day. A minor malfunction includes, but is not necessarily limited to, a single inoperable telephone instrument, inoperable key-telephone equipment, and parts, apparatus, wire, components and cable found to be inoperative in ordinary use.
- c. Parts replaced by ALLTEL, or its authorized agent, in either mechanical or electrical components will be furnished on an exchange basis without extra charge to the City when effected in the course of ordinary maintenance and service required to keep the equipment in good working condition. All parts replaced by ALLTEL shall become the property of ALLTEL upon installation of replacement parts.
- d. This Agreement does not provide for maintenance, repairs, or replacement parts required due to loss or damage to the equipment resulting from theft, loss, movement of equipment, accident, neglect, misuse, abuse, fire, lightning, flood, tornado, earthquake, explosion, smoke, power failure or fluctuations, heating or air conditioning failure, strike, riot, vandalism, acts of God, or any other occurrences beyond the control of ALLTEL. Further, this Agreement does not provide for the painting or refinishing of material; nor any electrical work external to the equipment; nor making any specifications changes; nor performing services connected with relocation of equipment; nor adding or removing accessories, attachments, or other devices; nor any maintenance of any part of the common carrier telephone network external to the equipment.
- e. Any maintenance or repair service required by reason of other than normal operation of the equipment, including, without limitation, service required by reason of any of the factors set forth in paragraph 1.d., or by reason of the City's or third party's negligence or misuse of the equipment, or by reason of the City's failure to provide the necessary facilities, or by reason of the City's failure to comply with the operator's manual provided by ALLTEL or the manufacturer, will be billed to the City on a time and material basis in addition to all other charges incurred under this Agreement.
- f. ALLTEL shall notify the City of all upgrades and options offered for sale by the manufacturer, Plant Equipment, Inc. In the event that the City desires any such upgrade or option for its use, the City shall pay all associated charges for said upgrades and options.

### 2. RESPONSIBILITIES OF THE CITY -

- a. The City agrees that ALLTEL shall have the right of entry to the City's premises and equipment room in order that maintenance service may be performed as set forth in this Agreement.
- b. The City agrees that maintenance service provided by ALLTEL upon the City's request, after 5:00 p.m. or before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or holidays, other than as a result of a major malfunction, as previously set forth herein, will be invoiced to the City at ALLTEL's cost of providing such service.
- c. The City agrees to provide the necessary environment, facilities, and care, as described in the operator's manual to keep the equipment in good operating condition. ALLTEL or the equipment manufacturer shall provide said manual.
- d. For the term of this Agreement, ALLTEL shall, if requested by the City, rearrange or relocate the equipment on the premises. Customer shall agree to pay for labor and materials necessary for any such rearrangement or relocation at ALLTEL's then prevailing rates for similar services.
- e. The City agrees to pay ALLTEL charges for installation, changes, or requested programming revisions at ALLTEL standard rates. Additional services and hardware and software upgrades which may be offered by ALLTEL and which are compatible with the existing telecommunication services being

provided to the City, may be provided at charges in accordance with ALLTEL's price lists. The City's requests for additions or revisions to the Plant Equipment MAARS capability will be billed on a special assembly basis as agreed prior to the commencement of development or installation of the requested enhancements

3. **SERVICE AGREEMENT FEE ADJUSTMENT** - Beginning year two of this Service Agreement, the Service Agreement fee may be adjusted based on additional equipment placed in-service by the Licensee. ALLTEL will immediately send written notice of the new Service Agreement fee to Licensee and the adjusted charges will commence on the next billing cycle. Written notice will be sent to Licensee via US Postal Service, Facsimile or email. However, non-receipt of fee-change notice by Licensee does not nullify the Service Agreement fee adjustment.
4. **TERMINATION LIABILITY**- The City agrees that in the event it should terminate this Service Agreement before the expiration of the initial 4-year term, the City agrees to continue making monthly payments to ALLTEL as specified on the face of this Service Agreement for a period of not less than four (4) years, provided however that payments due hereunder in fiscal years beyond the City's present fiscal year are subject to the availability of appropriations made by the appropriating entity/body . In such event, the City shall give ALLTEL thirty (30) days written notification of its intent to terminate this Agreement. If this Service Agreement is terminated by the City for any other reason prior to the expiration of the initial term hereof, the City shall pay to ALLTEL the monthly service charges as specified on the face of this Agreement for the remaining months of the initial term. However, if the City should remove and replace the system listed in Exhibit A with a new E9-1-1 system purchase from ALLTEL, this Service Agreement will terminate without termination liability to the City.
5. **AVAILABILITY OF SERVICE** - ALLTEL shall not be responsible for unavailability of service due to causes beyond its control including the City's failure to provide ALLTEL personnel with access to the equipment to perform services thereon.
6. **LIABILITY OF ALLTEL** - THE CITY AGREES THAT ALLTEL SHALL NOT BE LIABLE FOR LOSS OF PROFITS, OR REVENUES, OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CITY'S USE OR INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT. THE CITY AGREES THAT NO VERBAL REPRESENTATION OF ANY SALESMAN, AGENT, OFFICER, OR EMPLOYEE OF ALLTEL SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. THE SOLE LIABILITY OF ALLTEL HEREUNDER SHALL BE THE REPAIR AND/OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT LISTED ON EXHIBIT A.
7. **ASSIGNMENT** - Neither the benefits nor the obligations of this Agreement are assignable by the City without the written consent of ALLTEL.
8. **GOVERNING LAW** - This Agreement shall be governed by the laws of the State of Nebraska. If any provisions hereof are in conflict with any statute or rule of law of Nebraska, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions thereof.
9. **WAIVER** - Either party to this Agreement may waive any right it has under this Agreement by a written notice to the other party. The failure or delay of either party to enforce at any time or for any period of time, any right, power or privilege under this Agreement shall not operate as a waiver thereof or of any other right, power, or privilege under this Agreement.
10. **ENTIRE AGREEMENT** - This Service Agreement is the entire Agreement between the parties and supersedes any and all prior written or oral agreements. There are no representations, warranties, or agreements relating hereto between the parties except as set forth in this Agreement. This Agreement may only be amended by a written instrument executed by both parties.

**EXHIBIT A**

<b>Item Description</b>	<b>Model #</b>	<b>Serial #</b>	<b>QTY</b>
4682 KSU SHELF	99966-04682-23G		2
400 CARD	99933-MPE400H-4		49
Interrupter Card	99932-04517-9		2
Power Converter Unit	850315-00201	SN 00691	1
Power Converter Unit	850315-00201	SN 00692	1
Power Supply Unit (PSU)	850315-00101	SN 02198	1
Power Supply Unit (PSU)	850315-00101	SN 02202	1
Power Supply Unit (PSU)	850315-00101	SN 01902	1
Power Supply Unit (PSU)	850315-00101	SN 02200	1
Power Supply Unit (PSU)	850315-00101	SN 02274	1
Power Supply Unit (PSU)	850315-00101	SN 02912	1
Power Supply Unit (PSU)	850315-00101	SN 02199	1
Power Supply Unit (PSU)	850315-00101	SN 02201	1
Power Supply Unit (PSU)	850315-00101	SN 05084	1
Power Supply Unit (PSU)	850315-00101	SN 05085	1
Line Interface Unit (LIU)	850310-00201	SN 00279	1
Line Interface Unit (LIU)	850310-00201	SN 00287	1
Line Interface Unit (LIU)	850310-00201	SN 00270	1
Line Interface Unit (LIU)	850310-00201	SN 00271	1
Line Interface Unit (LIU)	850310-00201	SN 00272	1
Line Interface Unit (LIU)	850310-00201	SN 00273	1
Line Interface Unit (LIU)	850310-00201	SN 00276	1
Status Recording Unit (SRU)	850310-01601	SN 00117A	1
Status Recording Unit (SRU)	850310-01601	SN 00116A	1
Status Recording Unit (SRU)	850310-01601	SN 00119A	1
Status Recording Unit (SRU)	850310-01601	SN 00121A	1
Trunk Interface Unit (TIU)	850310-00103	SN 01547	1
Trunk Interface Unit (TIU)	850310-00103	SN 01535	1
Trunk Interface Unit (TIU)	850310-00103	SN 01553	1
Trunk Interface Unit (TIU)	850310-00103	SN 01575	1
Trunk Interface Unit (TIU)	850310-00103	SN 01329	1
Trunk Interface Unit (TIU)	850310-00103	SN 01328	1
Trunk Interface Unit (TIU)	850310-00103	SN 01549	1
Trunk Interface Unit (TIU)	850310-00103	SN 01541	1
Trunk Interface Unit (TIU)	850310-00103	SN 01536	1
Trunk Interface Unit (TIU)	850310-00103	SN 01539	1
Trunk Interface Unit (TIU)	850310-00102	SN 01040	1
Trunk Interface Unit (TIU)	850310-00103	SN 01550	1
Trunk Interface Unit (TIU)	850310-00103	SN 01330	1
Trunk Interface Unit (TIU)	850310-00103	SN 01568	1
Trunk Interface Unit (TIU)	850310-00103	SN 01544	1
Trunk Interface Unit (TIU)	850310-00103	SN 02784	1
Trunk Interface Unit (TIU)	850310-00102	SN 01035	1
Trunk Interface Unit (TIU)	850310-00103	SN 02807	1
Trunk Interface Unit (TIU)	850310-00103	SN 01569	1

Trunk Interface Unit (TIU)	850310-00103	SN 02787	1
Trunk Interface Unit (TIU)	850310-00103	SN 02806	1
Trunk Interface Unit (TIU)	850310-00103	SN 05604A	1
Trunk Interface Unit (TIU)	850310-00103	SN 05603A	1
Trunk Interface Unit (TIU)	850310-00103	SN 07005B	1
Trunk Interface Unit (TIU)	850310-00103	SN 07006B	1
Dial Transfer Unit (DTU)	850310-00502	SN 00293	1
Dial Transfer Unit (DTU)	850310-00502	SN 00295	1
Dial Transfer Unit (DTU)	850310-00501	SN 00271	1
Dial Transfer Unit (DTU)	850310-00502	SN 00111	1
Data Base Unit	850310-00402	SN 00522	1
CAD Interface Unit	850310-00310	SN 00616	1
Call Recording Unit	850310-01001	SN 00994	1
Remote Maintenance Unit	850310-00301	SN 01158	1
Multiline Interface Unit	850310-01702	SN 01950G	1
Answering Position Unit APU 2	850606-00202P05	SN 00639	1
INFORMER (ALI)	911-02030	Y16336-4125	1
ALI 2ND UNIT	850306-00102	SN 00344	1
Answering Position Unit APU 3	850606-00203P05	SN 00934	1
INFORMER (ALI)	911-02030	Y16339-4129	1
ALI 2ND UNIT	850306-00102	SN 00342	1
Answering Position Unit APU 5	850307-00802E05	SN 00127	1
INFORMER (ALI)	911-00030	Y12909-3161	1
Answering Position Unit APU 6	850307-00802E05	SN 00129	1
INFORMER (ALI)	911-00030	Y16211-4116	1
Answering Position Unit APU 7	850307-00802E05	SN 00144	1
INFORMER (ALI)	911-00030	Y12907-3161	1
Answering Position Unit APU 8	850307-00802E05	SN 00124	1
INFORMER (ALI)	911-00030	Y16204-4116	1
Answering Position Unit APU 10	850307-00802E05	SN 00125	1
INFORMER (ALI)	911-00030	Y15718-4081	1
Answering Position Unit APU 11	850307-00802E05	SN 00128	1
INFORMER (ALI)	911-00030	Y20122-6290	1
Answering Position Unit APU 12	850307-00802E05	SN 00126	1
INFORMER (ALI)	911-00030	Y12905-3161	1
SAD APU (SPARE)	850306-00102	SN 00343	1
APU (SPARE)	850606-00202P05	SN 00638	1
APU (SPARE)	850307-00802E05	SN 00130	1
APU (SPARE 20 BUTTON)	850306-00803	SN 00137A	1
BOX HANDPIECE & CABLES			1
APU 1 (VACANT)			
APU 4 (VACANT)			
APU 9 (VACANT)			

**The City of Lincoln - ALLTEL Communications, Inc.  
E-911 Disaster Recovery Agreement**

This Agreement is made as of \_\_\_\_\_, 2003 by and between the City of Lincoln (hereinafter referred to as the "City") and ALLTEL Communications, Inc., (hereinafter referred to as "ALLTEL"), as follows:

This Agreement is written purely to set forth the responsibilities and understandings of the City and ALLTEL concerning the Lincoln E-911 Disaster Recovery Disaster Plan hereinafter referred to as the "Disaster Plan". It is understood that this Disaster Plan, will supercede any and all other existing rerouting/reprogramming plans ALLTEL my have had in the past with the City for the E-911 trunks and lines.

1. Undertaking of the City - The City will:
  - a. Call the ALLTEL Network Operation Center ("NOC") in Ohio 1-800-345-4484-option 2 to activate the requested disaster recovery plan of their choice.
  - b. Give code word **BULLETIN 0962** for rerouting to 5435 NW 1<sup>st</sup> Street in the Highlands OR give code word **BULLETIN 0963** for rerouting to 1501 N 27<sup>th</sup> Street at LPD Precinct, and going through the Challenge and Response.
  - c. Give name and call back number of caller to the NOC personnel.
  - d. Give detailed instructions to any/all wireless entities for rerouting their calls to E-911 trunks. In the event the City were to activate a disaster recovery plan, it will be the responsibility of the wireless entity to reroute their lines.
  - e. Call ALLTEL to periodically test the disaster recovery plan at a mutually agreed time.
  - f. Call the ALLTEL Ohio NOC at 1-800-345-4484-option 2 to **REVERSE THE DISASTER RECOVERY PLAN**, to reroute and reprogram E-911 trunks and lines back to the main location of 575 S. 10<sup>th</sup> Street by giving code word **BULLETIN 0962** if rerouting back from 5435 NW 1<sup>st</sup> Street, or code word **BULLETIN 0963** if rerouting back from 1501 N 27<sup>th</sup> Street, and going through the Challenge and Response.
  - g. Notify appropriate ALLTEL personnel in writing of any changes to the disaster recovery plan. This includes number changes, removals and additions of any 911 trunks or lines.
  - h. Allow ten business days for ALLTEL to update the disaster recovery plan.
  
2. Undertaking of ALLTEL - ALLTEL will:
  - a. Upon official notification by the City, expedite the Disaster Plan immediately.
  - b. Document the code word given by the caller, the time and date the call was received and the name and number of caller, (to be used for notification upon completion of the rerouting and reprogramming).
  - c. Reroute 911 trunks in each of the five main Lincoln Central Offices and reprogram Centrex emergency lines to the appropriate site indicated by the code word.
  - d. Document the time of completion of the Disaster Plan.
  - e. Notify the contact person upon completion of the rerouting.
  - f. Provide the City with a copy of documented name, date and times.
  - g. Keep the Disaster Plan filed with the Lincoln NOC and Ohio NOC.
  - h. Notify the City in writing of any required changes to the Disaster Plan.
  
3. **LIMITATION OF LIABILITY - IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ALLTEL DOES NOT GUARANTEE THE UNINTERRUPTED WORKING OF**

ITS SERVICE OR EQUIPMENT. IN THE EVENT OF ANY CLAIM BY THE CITY FOR DAMAGES ASSOCIATED WITH THE DISASTER PLAN, THE LIABILITY OF ALLTEL SHALL IN NO EVENT EXCEED THE PROPORTIONATE CHARGES FOR THE PERIOD OF TIME AND THE PORTION OF SUCH SERVICE, FACILITIES OR FEATURES AS WERE UNAVAILABLE OR INOPERATIVE. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN ANY WAY.

4. Force Majeure - No party will be in default of a provision of this Agreement for failures or delays in performance resulting from fire, flood or other natural disasters; tornadoes, hurricanes or other severe weather; acts of God or other events or acts beyond the reasonable control and without negligence of the party ("force majeure conditions").

5. Non-Disclosure - The City recognizes that the terms of the Agreement and the nature of Disaster Recovery and other services described in and provided under the Agreement, are considered to be confidential and proprietary to ALLTEL and its affiliates. The City will maintain the confidentiality of the Agreement and Disaster Recovery and other services to the extent permissible by law and to that extent will not disclose any information regarding these items, including the existence or terms of the Agreement or Disaster Recovery or other services, to any person or entity other than those employees of the City with a need to know in order to perform the Agreement. Nothing herein limits the City's right to use and disseminate information relating to these items if ALLTEL or its affiliates without protection make them public.

IN WITNESS WHEREOF, the City and ALLTEL have caused this Agreement to be duly executed in their respective names, effective as of the date first-above written.

**The City of Lincoln**

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**ALLTEL Communications, Inc.**

By: Steve Edie

PRINT NAME: Steve Edie

Title: Sales Manager

Dated: 3/20/03