



STATEMENT of WORK

Between

Red Sky Technologies, Inc.

and

Williamson County

This Statement of Work ("SOW") is between Red Sky Technologies, Inc. ("Red Sky") with offices located at 333 North Michigan Avenue, 16th Floor, Chicago, Illinois 60601 and Williamson County ("Customer"), with offices located at OfficeLocation, and is made part of the Red Sky Technologies, Inc. Terms of Service for E911 Service(s) agreement (the "Agreement").

1.0 Product Descriptions

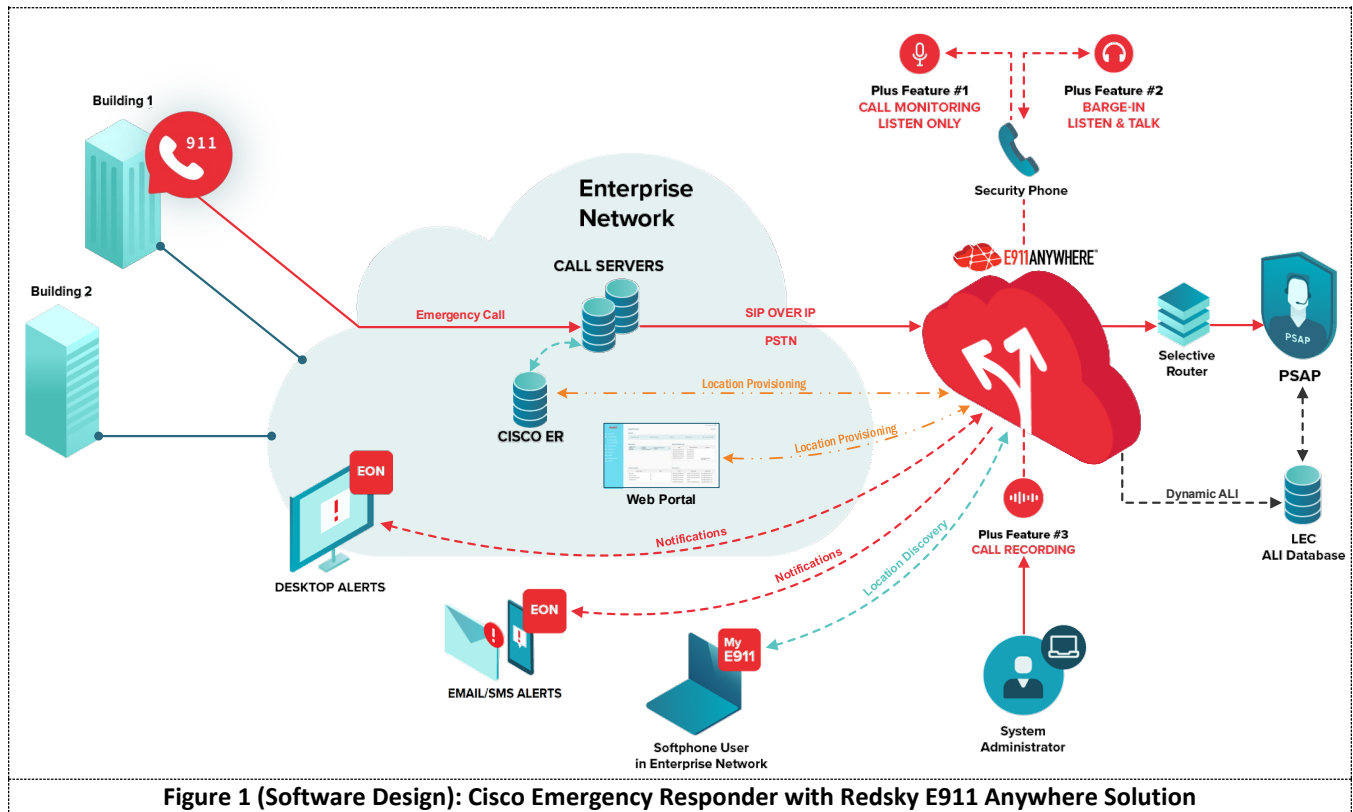
E911 Anywhere® ("Service") is a Software as a Service offering that allows businesses to have a cost-effective option for E911 compliance. Customer can use the Service in conjunction with Cisco Emergency Responder to automate ALI updates for their enterprise and have emergency calls routed to the correct Public Service Answering Point ("PSAP") based on the location of the caller. E911 Anywhere® is licensed based on the number of location records the customer maintains.

Product	Description
E911 Anywhere® Service	Subscription for cloud-based routing service. Includes CER support, EON, and Plus Bundle features (Emergency Call Monitoring, Call Barge-In, and Call-Recording)
ELINs	Subscription for Emergency Location Identification Numbers in E911 Anywhere®
MyE911® Client	Support for standalone softphone clients that tracks the location of softphone users inside and outside the enterprise network. Included with the ELIN license.

2.0 Solution Design: Description of the Services

Design Configuration			
Call Server Integration	<i>Select all that apply:</i>		
	Call Server Type	Version(s)	Qty
	<input type="checkbox"/> Avaya CM w/AES		
	<input type="checkbox"/> Avaya Session Manager		
	<input type="checkbox"/> Avaya/Nortel CS1000		
	<input checked="" type="checkbox"/> Cisco UCM w/ CER		
	<input type="checkbox"/> Unify OSV		
	<input type="checkbox"/> Microsoft Lync/SFB		
	<input type="checkbox"/> Microsoft Teams		
	<input type="checkbox"/> Genesys Pure Engage		
	<input type="checkbox"/> Genesys Pure Connect		
	<input type="checkbox"/> Other:		
RedSky Products	<i>Select all that apply:</i>		
	<input checked="" type="checkbox"/> E911 Anywhere®	<input checked="" type="checkbox"/> E911 Anywhere® Plus Bundle	
	<input checked="" type="checkbox"/> EON Email/SMS	<input checked="" type="checkbox"/> Call Recording	
	<input checked="" type="checkbox"/> MyE911®	<input checked="" type="checkbox"/> Call Monitoring	
		<input checked="" type="checkbox"/> In Process Call Barge	
		<input checked="" type="checkbox"/> EON Client	
Device Discovery Method(s)	<i>Select all that apply:</i>		
	<input type="checkbox"/> IP Ranges	<input type="checkbox"/> BSSID	
	<input type="checkbox"/> MAC Address	<input type="checkbox"/> LLDP	
Call Routing	<input type="checkbox"/> PSTN	<input type="checkbox"/> SIP	
Notes: 			

2.1 Solution Design Diagram



Figure(s) above provide an overview of the Red Sky suite of products including: E911 Anywhere® Service (E9-1-1 solution for Cisco ER), MyE911®, and Red Sky Emergency Notification Services (“EON”). As set forth in Section 3.0 (Project Scope), Red Sky will provide access to the Service to Customer which includes the following components:

- RedSky E911 Anywhere®
- Emergency Call Delivery Interface
- Location Provisioning Interface
- Emergency On-Site Notification
 - Email/SMS alerts
 - EON Client (Optional Product)
- MyE911® (Optional Product)

3.0 Project Scope

The Customer and Red Sky will be required to perform specific tasks as outlined in this Section 3.0. The following requirements are needed to configure the Service

3.1.1 Customer Responsibilities

- 3.1.1.1 Execute this SOW.
- 3.1.1.2 Complete a Project Completion Checklist within ten (10) days after submission by Red Sky to Customer
- 3.1.1.3 Complete Customer Information Worksheet
- 3.1.1.4 Route properly formatted calls to the Service as defined in the ICD
- 3.1.1.5 Configure Cisco ER with Intrado Emergency Response Locations (“ERLs”).

- a Refer to Cisco ER manual Chapter 6 - Using Cisco Emergency Responder with Intrado V9-1-1 Enterprise Services
- 3.1.1.6 Ensure all relevant personnel are available during the defined testing period
- 3.1.1.7 Follow the mutually agreed to call script during emergency test calls
- 3.1.1.8 Customer must use one of the supported browsers to access the Service User Interface. (See E911 Anywhere 7® Administration Guide)
- 3.1.1.9 Administrator must have network access to <https://anywhere.e911cloud.com>
- 3.1.1.10 Cisco ER Server must have network access to <https://anywhere.e911cloud.com>
- 3.1.1.11 Customer must be capable of configuring and troubleshooting all required hardware and software needed during the implementation, including but not limited to:
 - a Cisco Emergency Responder
 - b Call servers
 - c Session border controllers
 - d Data switches
 - e Wireless Access Points
 - f Firewalls
- 3.1.2 Red Sky Responsibilities
 - 3.1.2.1 Assign a PM that will act as the Customer's point of contact for Red Sky
 - 3.1.2.2 Consult with Customer to determine best practices for defining ELINs and ERLs
 - 3.1.2.3 Consult with Customer to determine the best method of call routing
 - 3.1.2.4 Provide Customer with a project plan defining a high-level overview of the project including all major milestones
 - 3.1.2.5 Provide Customer with access to the Service by establishing an account for the Customer in the Service ("Interface")
 - 3.1.2.6 Provide Customer with Cisco ER certificate and account setup information
 - 3.1.2.7 Accept properly formatted calls from Customer as defined in the E911 Anywhere® Service
 - 3.1.2.8 Perform emergency test calls on a mutually agreed upon subset of buildings not to exceed ten (10) percent of the total buildings defined in the Customer Information Worksheet
 - 3.1.2.9 Provide remote training sessions for up to eight (8) designated agents of the Customer
 - 3.1.2.10 Provide an online administration guide to the Customer
- 3.2 PSTN Trunking**
 - 3.2.1 Customer must outpulse a 10-digit ELIN for all calls routed to the service by PSTN
- 3.3 SIP Trunking**
 - 3.3.1 Customer Responsibilities
 - 3.3.1.1 Customer must send a 10-digit ELIN in the 'P-Asserted-Identify' field or 'From' field in the SIP INVITE for all calls routed to the service by SIP
 - 3.3.1.2 Customer must send 911 as the called party in the SIP header for all calls routed to the service by SIP
 - 3.3.2 RedSky Responsibilities
 - 3.3.2.1 Provide customer with IP address of RedSky SIP gateway
- 3.4 Notification Requirements**
 - 3.4.1 **Emergency On-Site Notification - Email/SMS**
 - 3.4.2 Customer Requirements
 - 3.4.2.1 Customer will add e911cloud.com as a white-listed domain name if SPAM controls are in place
 - 3.4.2.2 Customer must be capable of receiving email or SMS messages
 - 3.4.3 RedSky Requirements
 - 3.4.4 Red Sky will configure the Customer's account in the Service to send email/SMS notifications to all users identified as 9-1-1 call Notification Recipients in Customer Information Worksheet
- 3.5 Emergency On-Site Notification - Client**

- 3.5.1 Customer Responsibilities
 - 3.5.1.1 Customer will install the EON client to all workstations that will receive EON client notifications
 - 3.5.1.2 EON workstations must have network access to *.anywhere.e911cloud.com, *.api.anywhere.e911cloud.com, <https://sqs.us-east-2.amazonaws.com/>, and <https://sns.us-east-2.amazonaws.com/>
 - 3.5.1.3 EON workstation must be a supported Operating System (See EON data sheet for specific details)
- 3.5.2 Red Sky Responsibilities
 - 3.5.2.1 Red Sky will provide EON client installer
 - 3.5.2.2 Red Sky will configure the Customer's account on the Service to send EON client notifications to all users identified as EON Notification Recipients in the Customer Information Worksheet

3.6 E911 Anywhere® Plus Bundle Requirements:

- 3.6.1 **Call Recording:**
- 3.6.2 Customer Responsibilities
 - 3.6.2.1 Customer must provide an email of the person authorized and responsible for downloading Call Recording files
 - 3.6.2.2 Customer must remove any Call Recording within thirty (30) days from the date time stamp of the 9-1-1 call
 - 3.6.2.3 Customer must provide any and all archival storage facilities required for long term storage of Call Recording files and Customer must transfer Call Recordings from the RedSky system to the Customer's archival storage facility
- 3.6.3 RedSky Responsibilities
 - 3.6.3.1 RedSky will provide instructions for authorized sign-in to the Call Recording system
 - 3.6.3.2 RedSky will authorize access to the Call Recording system via authenticated Email and Password
 - 3.6.3.3 RedSky will store Call Recordings for thirty (30) days from the date time stamp of the 9-1-1 call
 - 3.6.3.4 RedSky will make the Call Recording file available via E911 Anywhere® to the authorized Administrators only
 - 3.6.3.5 RedSky will automatically delete Call Recordings on the 31st day after the call was recorded
- 3.6.4 **Call Monitoring:**
- 3.6.5 Customer Responsibilities
 - 3.6.5.1 Customer must provide RedSky with a dialable ten digit telephone number of the desired termination device to be bridged into active 9-1-1 calls
 - 3.6.5.2 Customer must subscribe to specific buildings where call monitoring is desired
 - 3.6.5.3 Customer may answer bridged 9-1-1 calls for monitoring. This does not impact the delivery of the 9-1-1 call to the appropriate PSAP
 - 3.6.5.4 Customer must provide adequate SIP facilities to carry inbound and bridged 9-1-1 calls to maintain a P.01 Grade of Service
- 3.6.6 RedSky Responsibilities
 - 3.6.6.1 RedSky will configure E911 Anywhere® Plus Bundle to deliver all 9-1-1 calls originated from a subscribed building to the Customer specified dialable ten digit telephone number
 - 3.6.6.2 RedSky will attempt to create a conference call between the 9-1-1 caller, the PSAP, and the configured monitoring station. If the call is not answered at the monitoring station for any reason, no further action will be taken
- 3.6.7 **In Process Call Barge:**
- 3.6.8 Customer Responsibilities
 - 3.6.8.1 Customer is responsible to notify Users that a company representative may participate in a 9-1-1 call for the purposes of enhancing the public safety response
 - 3.6.8.2 Customer is responsible for training desired personnel on the methods of activating the In Process Call Barge process
- 3.6.9 RedSky Responsibilities

3.6.9.1 RedSky will activate the In Process Call Barge feature for all 9-1-1 calls that originate in buildings that are subscribed to the Call Monitoring feature.

3.6.9.1.1 Note: In Process Call Barge is only available on a monitored call

3.6.9.2 RedSky will provide Customer instructions to activate the call In Process Call Barge process. This feature must be activated on a per call basis

3.7 MyE911®

3.7.1 Customer Responsibilities

3.7.1.1 Customer will dedicate a unique phone number or Device User ID to identify each MyE911® user

3.7.1.2 If using Alternate Device User ID feature, Customer will provide a 10-digit callback number to be used in the event of a dropped call when configuring the MyE911® user with an alternate Device User ID

3.7.1.2.1 Customer must configure SBC to send *E911-User-ID* SIP header containing the alternate Device User ID

3.7.1.3 Customer will provide an email address for each MyE911® user for device verification

3.7.1.4 Customer will install MyE911® client to all workstations that will use MyE911® for evaluation;

3.7.1.5 MyE911® workstations must have network access to *.anywhere.e911cloud.com and *.api.anywhere.e911cloud.com

3.7.1.6 MyE911® workstation must be a supported Operating System (See MyE911® data sheet for specific details)

3.7.2 RedSky Responsibilities

3.7.2.1 RedSky will provide Customer MyE911® installer

3.7.2.2 RedSky will insert callback number into the call based on previously defined user and the *E911-User-ID* header in the SIP INVITE

3.7.2.3 RedSky will create all MyE911® users defined in the Customer Information Worksheet

3.8 MyE911® for Mobile

3.8.1 Customer Responsibilities

3.8.1.1 Customer will be responsible for downloading and installing app from the Google Play and/or the Apple App Store (supported platforms)

3.8.1.1.1 Apple iOS v15.0+

3.8.1.1.2 Android OS v9.0+

3.9 Product Training

3.9.1.1 RedSky will electronically provide an administration guide to the Customer

3.9.1.2 RedSky will provide training to Customer for up to eight (8) agents via web conferencing. The training curriculum will be tailored to cover all the products and services purchased from RedSky.

3.10 Assumptions

The below list defines the assumptions made prior to RedSky's initiation of Service

3.10.1.1 Customer has available DID numbers to be used for emergency phone numbers.

3.10.1.2 Customer owns an available DID to be used as an emergency phone number for every location that will be defined in the application.

3.10.1.3 Customer is able to route 9-1-1 calls to Red Sky Technologies.

3.10.1.4 Implementation work is performed between the hours of 8-5 CT.

4.0 Deliverable and Cost

5.0.1 Deliverables

Deliverables	Description
--------------	-------------

Setup and Activation	Red Sky will open an account for the Customer on the Service. Red Sky will provide a digital Cisco ER certificate
Documentation: Administration/User Guide	Administration and User documentation provided.
Training	Customer Training on the Service.
EON Alert Software (Client) EON Alert (Email)	(Optional) Software client which resides on a workstation that will receive emergency notifications of a 9-1-1 call. Red Sky will configure Email/SMS notifications for 9-1-1 calls.
MyE911® Software/MyE911® for Mobile	Optional Software client which resides on a laptop, workstation or smartphone which provides real time location updates for softphone users.

4.1 Description of Costs:

- 4.1.1 Additional Fees for Call Routing Changes: Additional fees may be charged at a later date if there are changes to the method of routing a 9-1-1 call to the Service after implementation including but not limited to:
- 4.1.1.1 Conversion of PSTN to SIP
 - 4.1.1.2 Conversion of SIP to PSTN
 - 4.1.1.3 Addition of a trunk
 - 4.1.1.4 VPN peer IP address change
- 4.1.2 Additional Fees for Maintenance and Support Services: Any additional services or assistance requested by Customer from Red Sky will be billed at the current Red Sky professional services rate of \$250.00 per hour. (See Limitations section below for more information about Technical Support).
- 4.1.3 ERC EXPENSES. An emergency 911 call that cannot be connected to the appropriate Public Safety Answering Point ("PSAP") due to incomplete or missing location data is a "Failed User Emergency 9-1-1 Call." Failed User Emergency 9-1-1 Calls will be routed to an emergency call response center ("ERC") which is an external call center, contracted by RedSky, that operates 24/7 and is staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate PSAP. The ERC will then, to the extent possible, route the call to the appropriate PSAP, based on the location information communicated by the 9-1-1 caller. Customer will be responsible for and will reimburse RedSky for all expenses associated with any calls that are routed to the ERC ("ERC Expenses"). In the event of delivery of a call to the ERC, RedSky will, within 24 hours of such call, notify Customer of the call and any associated ERC Expenses. If Customer has purchased a prepaid block of ERC calls, each ERC call will be deducted from Customer's "bank" of calls. If Customer has not purchased a prepaid block of ERC calls, Customer agrees to pay Red Sky ERC Expenses in the amount of \$100.00 per call. Invoices for such ERC Expenses are delivered to Customer on the last day of every month and payable thirty (30) days from the date of the invoice.

RedSky requires the following information for these charges:

Billing Address:

Accounting Department name and email:

Accounting Department phone:

5.0 Project Schedule

Red Sky and Customer have dedicated tasks and responsibilities during each phase of the project.

The Project has a series of four (4) Phases described in detail below:

- 5.1.1 The Assessment Phase which will begin with the Kickoff Meeting.
- 5.1.2 The Implementation Phase which involves the setup and configuration of the solution.
- 5.1.3 The Validation Phase which includes testing and validation of the solution.
- 5.1.4 The Training Phase which involves Red Sky providing training to the Customer.

Assessment Phase – (Estimated 1 week)

Description	Responsible Party
Kick-off Meeting	RedSky
Completion of all data entry within Cisco ER	Customer
Identify test cases and users	RedSky/Customer
Determine call routing method	RedSky/Customer

Implementation Phase – (Estimated 1 week)

Description	Responsible Party
Creation of Cisco ER certificate	Red Sky
Installation of Cisco ER certificate	Customer
Validation of data import from Cisco ER	Red Sky/Customer
Configure Emergency Notification (EON Client and/or SMS/Email)	Red Sky
Configure call routing method	Red Sky/Customer

Validation Phase – (Estimated 1 week)

Description	Responsible Party
Perform internal testing	Customer
Switch to “LIVE” service	Red Sky
Schedule testing with PSAP	Customer
Place test emergency calls	Customer
Confirm receipt of emergency notifications	Customer

Training and Transfer Phase – (Estimated 1 week)

Description	Responsible Party
Schedule training session	Red Sky
Acceptance	Red Sky and Customer

6.0

Contact Information

RedSky Primary Contact		RedSky Secondary Contact	
Name:	Adam Vedas	Name:	Ian Senne
Title:	Senior Regional Sales Director	Title:	Director of Professional Services
Email:	adam.vedas@everbridge.com	Email:	ian.senne@everbridge.com

Phone Number:	312-432-5934	Phone Number:	(312) 432-5970
---------------	--------------	---------------	----------------

Customer Primary Contact		Customer Secondary Contact	
Name:		Name:	
Title:		Title:	
Email:		Email:	
Phone Number:		Phone Number:	

7.0 SOW Change of Scope Procedure (if applicable)

All changes to this Statement of Work shall be agreed to in writing and signed by an authorized representative of each Party.

8.0 Acceptance of Deliverables

Red Sky will notify Customer when each Deliverable and Product is ready for acceptance. Customer shall provide Red Sky with a writing to indicate acceptance ("Customer Acceptance") or rejection. Customer shall use reasonable efforts to accept or reject each Deliverable and Product within thirty (30) calendar days from the receipt of the Deliverable or Product. If rejected, Customer shall clearly state the reason(s) for rejection. Within five (5) business days of the notice of rejection, Red Sky shall present a corrective action plan to Customer, for Customer approval. Red Sky shall then make the corrections and resubmit the Deliverable or Product to Customer without any additional cost or expense to Customer.

9.0 Limitations

This SOW does not include any expressed or implied commitments on the part of RedSky to perform any additional work activities that are not defined in this SOW. Any additional services or assistance outside of the scope of this SOW requested by Customer from RedSky will be billed at current professional services rate of \$250 per hour. All requests for onsite work by a RedSky representative must be made in writing, two weeks (at a minimum) prior to the desired date. Customer will not be responsible for any billing unless it has been notified beforehand, in writing, and has so agreed.

.....

In WITNESS WHEREOF, the parties have entered into this Statement of Work as a part of an agreement.

RedSky Technologies, Inc
(RedSky)



(Authorized Signature)

Phillip E. Huff
(Print Name)

7/27/2022
(Date)

Williamson County
(Customer)

(Authorized Signature)

(Print Name)

(Date)

Attachment A: Definitions/Acronyms

Terms used herein with initial capital letters shall have the respective meanings set forth (i) in this SOW, if defined herein, or (ii) in the Agreement. When used in this SOW, the definitions and acronyms listed below shall have the following meanings:

"Affiliate" means those legal entities in which Customer owns or controls, directly or indirectly, more than 50% of such entity's outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).

"ALI" means automatic location information.

"Anniversary Date" means the date on which annual renewals will occur

"ANI" means automatic number identification.

"API" means application programming interface.

"Documentation" means the documentation pertaining to the use of the Software and Services and made available to Customer by Red Sky.

"E911A" or "E911A Service" means E911 Anywhere®.

"ELIN" (Emergency Location Identification Number) means a valid North American Numbering Plan format telephone number, assigned to the MLTS Operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP.

"End Point" means a device capable of making a voice telephone call.

"EON" means Emergency Onsite Notification.

"ERC" (The Emergency Relay Center) means a center staffed by trained and certified professionals that receives 9-1-1 calls that cannot be connected to the appropriate Public Safety Answering Point (PSAP).

"ERC Expenses" means any costs incurred by Red Sky as a result of the incorrect use of the Software or Services, including costs associated with Failed User Emergency 9-1-1 Calls that are routed to an ERC due to invalid, missing or incomplete User Location Data placed in the Service.

"ERL" means emergency response location.

"Interface" means the software program that enables the Customer to enter User Location Data into the Service.

"LEC" means local exchange carrier.

"ND" means network discovery.

"OEM" means original equipment manufacturer.

"PBX" means private branch exchange.

"PM" means project manager.

"PSAP" (Public Safety Answering Point) means a call center staffed by trained emergency telephone operators who receive and answer emergency telephone calls for police, firefighting and ambulance services and then dispatch the necessary emergency services.

"PS-ALI" means (Private Switch) automatic location information.

"PSTN" means public switched telephone network.

"Purchase Order" means the written request to purchase a Service, a license to a Software Product, or Professional Services under the Agreement, either in the form of the execution of a written Quotation from Red Sky or a formal, written purchase order or similar documentation intended to achieve the same purpose, and that is acceptable to and has been accepted by Red Sky, either in writing, or by delivery of Services, Software Products or Professional Services.

"SaaS" means software as a service.

"SMS" means short message service.

"Software" means one or more Red Sky computer software programs in object code format, and provided by Red Sky to Customer, including any updates; modifications or new releases of such computer software program as may be provided by Red Sky to Customer from time to time. The specific products licensed hereunder are those specified in the Purchase Order, this SOW or invoices,

"Software License Fees" means the fees for Software licensed by Customer as identified in the SOW or invoices.

"SRSD" means the Service Requested Start Date. The date the service will be active for the Customer. If a Service Requested Start Date is not available, the SOW execution date will be used.

"Support" means technical support services described in the main body of the Agreement and the Schedules attached thereto.

"Term" has the meaning set forth in Section 3 of the main body of the Agreement.

"TOS" means Terms of Service.

"User" means the Customer's user, typically an employee, agent, or visitor that uses the Customer's telephony system.

"User Location Data" means location data for each Phone, End Point or ELIN.

"VPC" means voice positioning center.