

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/24/2009

Contract/Lease Control #: C09-1731-IS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: SOUTHERN LINC WIRELESS

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 6/15/09 Cost: NTE \$1,500 PER YEAR

Expiration Date: 12 MONTHS WITH AUTOMATIC RENEWALS

Description of Contract/Lease: 311 SERVICE AGREEMENT

Department Manager: IS

Department Monitor: VANDERHOEK

Monitor's Telephone #: 651-7570

Monitor's FAX #: 651-7576

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

Cc: Finance Dept Contracts & Grants Division

311 SERVICE AGREEMENT

THIS AGREEMENT made this 15<sup>TH</sup> day of JUNE 2009, by and between Southern Communications Services, Inc. d/b/a SouthernLINC Wireless ("SouthernLINC"), a Delaware corporation having a place of business at 5555 Glenridge Connector, Suite 500, Atlanta, Georgia 30342, and the Board of County Commissioners Okaloosa County (the "County"), located at 302 N Wilson St., Crestview, FL 32536.

BACKGROUND

In *The Use of N11 Codes and Other Abbreviated Dialing Arrangements*, CC Docket No. 92-105, First Report and Order and Further Notice of Rulemaking, 12 FCC Rcd 5572 (1997), the Federal Communications Commission assigned 311 for access to non-emergency police and local government agencies and mandated that carriers provide such 311 access at the request of government agencies. The County has created a 311 call center to reduce the congestion of its 911 system and to allow citizens to more efficiently and effectively make non-emergency calls to local government. The County desires SouthernLINC to provide access to the County's 311 call center services and SouthernLINC desires to activate 311 for SouthernLINC customers subject to the terms and conditions in this Agreement. Accordingly, for value received, the parties agree as follows:

TERMS AND CONDITIONS

1. **311 SERVICES.** Upon and subject to the terms and conditions of this Agreement, SouthernLINC will provide SouthernLINC customers access to the County's 311 call center within the County's coverage area (the "Service"). To address any Service questions or problems, the County may contact SouthernLINC technical customer support at 1-800-406-0151. If SouthernLINC has any questions or problems with respect to the County's 311 call center services, then SouthernLINC may contact the County's 311 center manager at 850-689-5046. To assist SouthernLINC in providing the Service, the County will (i) answer and respond in a professional and timely manner to all wireless 311 calls from SouthernLINC customers; (ii) validate for SouthernLINC the County coverage area, helping to form call routing criteria, and promptly notifying SouthernLINC in writing of any revisions to the County's coverage area; (iii) provide and verify for SouthernLINC needed data about the County's existing infrastructure and any other information necessary for successful provision of the Service; (iv) identify for SouthernLINC appropriate ESN routing codes; (v) pay SouthernLINC's costs of providing access to the 311 call center as set forth in Section 2; (vi) augment trunks for SouthernLINC, if necessary; and (vii) ensure that all County premise equipment and other applicable equipment (1) is compatible with SouthernLINC's Service, (2) has adequate capacity to handle incoming circuits in accordance with industry standards and (3) receives data in a form acceptable to the County. The County acknowledges and agrees that SouthernLINC is not required to provision the Service in the same manner as 911 emergency calls.

2. **REIMBURSEMENT.** The County acknowledges that SouthernLINC will incur costs in providing the Service and hereby agrees to fully reimburse SouthernLINC for all such cost incurred by SouthernLINC, including, without limitation, administrative and implementation

costs. The parties acknowledge and agree that administrative and implementation costs for the Service will not exceed \$1,500.00. SouthernLINC will invoice the County for reimbursement costs and the County will reimburse SouthernLINC such costs by the payment due date on the invoice.

**3. NATURE OF THE SERVICE.** SouthernLINC will provide the Service through the SouthernLINC system that routes all communications through central points of control used by other public traffic. The County and SouthernLINC customers may experience variations in the Service and access times based upon the location involved, the other traffic on SouthernLINC system, or conditions at various locations of the SouthernLINC system. The Service may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low powered portable equipment in areas where higher powered mobile equipment is needed for coverage, variations in radio frequency propagation effects, the effects of weather, the effects of natural and constructed obstructions, equipment maintenance and upgrades, repairs and malfunctions, and public usage exceeding capacity. THE SERVICE MAY BE DEPENDANT UPON THIRD PARTY PROVIDERS AND MAY BE DISRUPTED OR CANCELLED DUE TO ACTIONS OF THIRD PARTY PROVIDERS. SOUTHERNLINC MAKES NO WARRANTIES OR GUARANTEES AS TO ANY SERVICE PROVIDED BY THIRD PARTIES. SOUTHERNLINC DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE SERVICE. WITHOUT LIMITING THE FOREGOING, SOUTHERNLINC SPECIFICALLY DISCLAIMS EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOUTHERNLINC DOES NOT WARRANT THAT ANY SERVICE WILL MEET ANY OF THE COUNTY'S OR SOUTHERNLINC CUSTOMERS REQUIREMENTS OR THAT THE PERFORMANCE OF THE SERVICE OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES.

**4. LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR LIABILITY FOR ANY LOSS OR DAMAGE IN CONNECTION WITH THE USE OF THE SERVICE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COUNTY ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE.

**5. CONFIDENTIALITY.** "Confidential Information" includes any and all information or data (whether oral, written, electronic or otherwise) that is related to or owned or controlled by SouthernLINC, to the extent such information or data is valuable to SouthernLINC or is not readily available to competitors of SouthernLINC. The County may only use Confidential Information as necessary for 311 call center services in the County's coverage area. The County may disclose Confidential Information only (i) with SouthernLINC's prior written consent; (ii) internally within the County or externally as necessary or appropriate for 311 call center services

after informing each recipient that the information is confidential, directing each recipient to comply with this Agreement, and assuming responsibility for any use or disclosure by each recipient in a manner contrary to the terms and conditions of this Agreement; and (iii) subject to Section 6 hereof, to the extent required by law only after giving SouthernLINC prompt written notice that affords SouthernLINC an opportunity to obtain a protective order or other remedy. The County will exercise best efforts to protect Confidential Information from unauthorized disclosures and upon SouthernLINC's request or the termination of the Agreement, the County will return or destroy all Confidential Information, including, without limitation, all analyses, databases, studies or other documents prepared by the County using Confidential Information. The foregoing obligations of each party will continue with respect to any Confidential Information that does not constitute a trade secret or customer proprietary network information ("CPNI") pursuant to 47 U.S.C. § 222 for two years after termination of the Agreement and any trade secret or CPNI for the longer of (i) two years after termination of the Agreement or (ii) for so long as such information constitutes a trade secret or CPNI under applicable law.

**6. Disclosure Pursuant to the Open Records Act.** In addition to the foregoing restrictions, if a third party properly requests the disclosure of any Confidential Information pursuant to the applicable Florida statutes, regulations and case law, then the County may provide such Confidential Information to such third party; provided that the County will:

(i) submit such Confidential Information under applicable statutory, administrative or judicial provisions, if any, that require a third party to maintain the confidentiality of such Confidential Information;

(ii) provide Southern LINC with notice of the third-party request at least three (3) business days prior to such disclosure or any other response to such third-party request is made, which notice may be written, electronic or otherwise, so that Southern LINC may take, at Southern LINC's risk and expense, whatever action it deems appropriate, including, without limitation, intervention in any proceeding and the seeking of an injunction to prohibit such disclosure, and the County will provide assistance with such efforts of Southern LINC;

(iii) furnish only that portion of the Confidential Information which is legally required to be furnished and will cooperate with Southern LINC's counsel to enable Southern LINC to obtain a protective order (or other appropriate relief) or reliable assurance that the third party will maintain the confidentiality of the Confidential Information;

(iv) endeavor to protect the confidentiality of any Confidential Information to the extent reasonable under the circumstances (including, without limitation, to the extent legally permissible, disclosing only Southern LINC redacted versions of the requested Confidential Information and seeking application of any applicable disclosure exception or exemption set forth in Florida statutes, regulations and case law) and will use its good faith efforts to prevent the further disclosure of any Confidential Information provided to such third party; and

(v) restrict disclosure of Confidential Information that constitutes a trade secret, as defined under applicable law, by redaction, erasure, blue-lining or other method, to the fullest extent permitted under applicable law.

7. **TERM/TERMINATION.** The initial term of this Agreement will commence on the effective date of this Agreement and unless earlier terminated as provided herein, will continue in force for a period of twelve (12) months thereafter and will automatically continue until either party gives the other party at least ninety (90) days written notice of termination. Either party may terminate this Agreement if the other party breaches the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof. Upon the termination of this Agreement, each party will promptly return to the other party all Confidential Information of the other party. Notwithstanding anything to the contrary in the Agreement, Sections 3, 4, 5, 6, 7 and 8 will survive termination of the Agreement.

## 8. MISCELLANEOUS

8.1 **Force Majeure.** Neither party will be liable for a failure or delay in its performance under this Agreement (other than payment) to the extent such failure or delay was covered by an event or occurrence beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or government action, labor disputes, failure of telecommunications facilities or transmission links, failure of digital transmission links, Internet slow-down or failure, lightning strike, meteor shower or extreme high or low temperatures.

8.2 **Assignment.** Neither party may assign the Agreement without the prior written consent of the other party, except that SouthernLINC may assign the Agreement in connection with a sale of all or substantially all of the assets of its business.

8.3 **Publicity.** Neither party shall use the other party's name and/or trademarks in its advertising literature or in any other manner without the written consent, and at the sole discretion, of the other party.

8.4 **Relationship.** Each party is solely an independent contractor of the other. Neither party is an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

8.5 **Severability; Waiver.** If any provision of the Agreement is found illegal or unenforceable by a court of competent jurisdiction, then the Agreement will remain in full force and effect and the parties will substitute for such provision a legal and enforceable provision that most nearly effects the parties' intention with respect to such unenforceable provision. Any waiver by a party must be in writing and signed by such party.

8.6 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements between the parties with respect thereto.

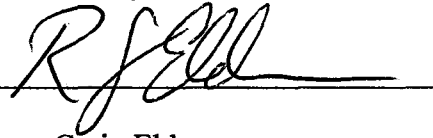
8.7 **Governing Law.** The validity, interpretation and performance of this Agreement and each of its provisions will be governed by Florida law.

**8.8 Notice.** Any notices under this Agreement will be in writing and delivered to the individual and address designated below (or at such other addresses as will be given in writing by the parties to one another).

**SIGNED AND DELIVERED.**

Southern Communications Services, Inc.  
d/b/a SouthernLINC Wireless  
Glenridge Highlands One, Suite 500  
5555 Glenridge Connector  
Atlanta, Georgia 30342

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

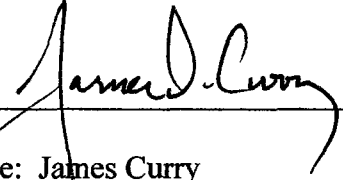


Name: Craig Elder

Title: CFO, VP & Treasurer

Board of County Commissioners  
Okaloosa County Florida  
302 N Wilson St  
Crestview, FL 32536

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



Name: James Curry

Title: County Administrator