

ADDENDUM ONE

DATE: January 28, 2014

TO: All Vendors

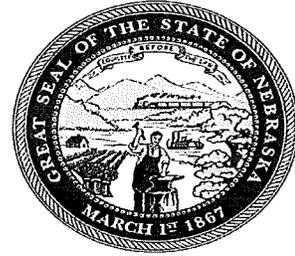
FROM: Robert Thompson/Michelle Thompson, Buyers
State Purchasing Bureau

RE: Questions and Answers for RFP Number 4605 Z1
to be opened February 7, 2014, 2:00 PM Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
1. Based on the RFP, I believe Nebraska has a current contract in place. Can you tell me who the vendor is and when this contract is set to expire?	The current contract is with WEST Corporation. The current Contract Extension expires June 30, 2014.
2. Are you able to tell me if there is an established budget for this contract?	There is no established budget for this contract. Services will be ordered as needed by participating entities.
3. Does the State require a system for Emergency Only use or a system for Emergency Notifications and Citizen Outreach messaging such as parades, street closures, court appearances?	Please refer to State of Nebraska RFP #4605Z1 Attachment 1 for a description of requirements.
4. Does the state desire a system with unlimited use and a fixed price or one that has a set number of calls at a set price?	Please see State of Nebraska RFP #4605Z1 Appendix A, Note near bottom of Page 2.
5. Does the city want automated weather alerts included in the proposal?	Please see State of Nebraska RFP #4605Z1 Attachment 1, requirement 5.2.

QUESTIONS	ANSWERS
<p>6. Will the County provide the customer data or does the county expect the vendor to provide a subscription with customer data?</p>	<p>All subscribing entities will be responsible for providing their own data to the awarded bidder.</p>
<p>7. RFP Section Reference IV.B.3. RECIPIENT/USERS RFP Page Number 40 Question This number seems very low for a state managed system. Can the State provide additional information regarding percentage of internal groups versus registered citizens?</p>	<p>There are currently only 2 of the 93 possible county governments subscribing to the current service. The number of counties subscribing is likely to increase. Over 20,000 State of Nebraska employees and 18,000 educational subscribers currently use the system. The number of educational subscribers are likely to increase as well.</p>
<p>8. RFP Section Reference IV.C.SCOPE OF WORK RFP Page Number 40 Question What is the potential number of political subdivisions that could use the system?</p>	<p>All political subdivisions in the State of Nebraska are eligible to use the service.</p>
<p>9. How many calls and text messages were sent through the State's current system in the last 12 months?</p>	<p>During the 2013 calendar year: 66,719 calls and 118,462 texts.</p>
<p>10. Please provide me the name of the State's current Mass Notification Service supplier. Are you able to provide the agreement that is current in place?</p>	<p>Please see answer to question 1: WEST Corporation, Contract Extension expires June 30, 2014. The current agreement is attached.</p>
<p>11. Why are you looking for a new vendor?</p>	<p>Please see answer to question 1: WEST Corporation, Contract Extension expires June 30, 2014</p>
<p>12. Is there a specific budget in place for this project? If so, please indicate the amount.</p>	<p>Please see the answer to Question 2.</p>



Office of the CIO
Document Processing Checklist

NIS Document Number: **5714904** Document Type: **SOW1, Master Svs Agreement, Form 13** Procurement Contact: **Karen Sarnecki**
 Originator Name: **James Ohmberger**
 Agency Name: **West Notifications Inc. dba Twenty First Century Communications**
 Doc. Description: **TFCC Communications Services**
 Expiration Date: **09/30/2014**

Business Unit: **65070043** Business Unit Description: **Automatic Notification Svs** Amount: **\$40,950.00 minimum**

Approval Checklist	Yes	No	Signature	Date
Leadership Team Mbr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>James W. Ohmberger</i>	<i>7-23-13</i>
OCIO Financial Adm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Stevenson</i>	<i>7-23-2013</i>
Legal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Karen Sarnecki</i>	<i>24 JUL 2013</i>
CIO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Branda L. Decker</i>	<i>7-24-2013</i>
Mailed to Vendor				
E-mailed to Vendor	<input checked="" type="checkbox"/>		<i>by KES cc / jim Ohmberger</i>	<i>7-26-2013</i>
Entered into NIS				

Comments: Provide automatic notification service to OCIO.

Agency Name: **West Notifications Inc. dba Twenty First Century Communications**
 Attention: **Debbie Harris**
 Street/PO Box: **750 Communications Parkway**
 City/State/Zip: **Columbus, OH 43214-1948**

MASTER SERVICING AGREEMENT

This Master Servicing Agreement ("Agreement") is entered into this 1st day of August, 2013, (the "Effective Date") between State of Nebraska ("Client") and West Notifications, Inc. d/b/a Twenty First Century Communications ("Provider"). The parties hereby agree as follows:

1. **Services and SOWs.** The services are the automated and/or live agent call services, business process services, collection services, conferencing services or other related services agreed to in the applicable statement of work(s) (each an "SOW") and provided by Provider (the "Services"). SOWs may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933) and must incorporate this Agreement by reference and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable SOW. Client shall look only to the Provider Affiliate that executes the SOW with respect to any right or obligation with respect to such SOW.

2. Term and Termination.

2.1. **Term.** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending SOW. Each SOW will specify its duration (each an "SOW Term"). The termination of any SOW shall not otherwise effect this Agreement or any other SOW.

2.2. **Termination of an SOW For Cause.** Any SOW may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such SOW that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the SOW; provided that such right to terminate shall only be available for 30 days from the time that the non violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. **Charges.** Client agrees to pay for the Services in accordance with the rates set forth in the applicable SOW in addition to all applicable taxes, fees and surcharges set forth on Client's invoice. Provider may increase the rates on each twelve (12) month anniversary of the applicable SOW by the CPI-U for all items, not seasonally adjusted, for Midwestern Size Class B/C cities (CPI) for the same period. Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) thirty (45) days from the date of invoice. Invoices will be transmitted electronically. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (45) days from the

date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or invoices.

4. **Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services. Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: hiring profiles; scripts; program content and materials; conferencing content; Client or third party databases; forecasts; current process performance statistics; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

5. Representations And Warranties.

5.1. Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable SOW will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

5.2. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable SOW; (b) the execution, delivery and performance of this Agreement and the applicable SOW have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable SOW; and (d) the signatory to this Agreement and the applicable SOW possesses all necessary authority to enter into the Agreement and applicable SOW.

5.3. Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to

provide Services where Provider reasonably believes that Client has not so complied.

6. **License.** Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the applicable SOW Term to use the Services set forth in the applicable SOW. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

7. **Confidentiality and Proprietary Information.**

7.1. Each party may disclose (the "Discloser") confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party's Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement. Client's Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider's Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable SOW or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

7.2. Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a

party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

7.3 Notwithstanding any other term hereof, this Agreement, any SOW, and any other information in possession of the Client may be disclosed by Client as required by Nebraska law.

8. **Indemnification.**

8.1. **General Indemnity.** Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement or an SOW; (b) the Client Systems and Materials; or (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or customers. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement or an SOW.

8.2. **Provider Intellectual Property Indemnity.** Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the applicable SOW, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client's negligence, breach of the Agreement or an SOW or alteration of the Services as provided by Provider; (2) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (3) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (4) third party products or services. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

8.3. **Indemnification Procedure.** The party claiming indemnification shall: (a) notify the indemnifying party of any

claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the negligence of the indemnified party.

9. Miscellaneous.

9.1. Entire Agreement and Integration. This Agreement, in conjunction with the applicable SOW constitutes the entire agreement between the parties to such SOW with respect to the subject matter of this Agreement and the applicable SOW and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement and SOWs may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

9.2. Notices. Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

9.3. Assignment. This Agreement and SOWs may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement and SOWs to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

9.4. Waiver. No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

9.5. Independent Contractors. The Agreement and SOWs are not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

9.6. Choice of Law. This Agreement and SOWs shall be governed under the laws of Nebraska without regard for its choice of law principles. Client agrees that any legal action involving this Agreement or SOWs in any way will be instituted in a court of competent jurisdiction located in Lancaster County, Nebraska, and Client consents to jurisdiction of the state or Federal courts in the State of Nebraska over Client's person for purpose of such legal action.

9.7. Change Management. Either party may request

changes or enhancements to the Services. In such event, the following procedure shall be followed by the parties (the "Change Policy"). The requesting party shall provide a written description of the change and the parties shall meet in good faith to discuss the change and any additional costs or other required terms and any such change shall only become effective upon mutual agreement on a change order or amendment. For the avoidance of doubt, if the Agreement or an SOW otherwise allows either party to unilaterally alter the Services or any policies, rules or procedures applicable to this Agreement or the SOW, either party may implement the Change Policy prior to any such changes becoming effective or binding if such unilateral change will cause time or cost impact to such party.

9.8. Identification, Advertising & Publicity. Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or SOWs, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent. Notwithstanding the foregoing, Provider may use Client's name and trademarks in a list of customers, or in connection with written sales or promotional materials.

9.9. Recording. Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

9.10. Reserved.

9.11. Non-solicit. Without the prior written consent of the other party, during the applicable SOW Term and continuing through the first anniversary of the termination of the applicable SOW Term, neither party shall, and shall ensure that its Affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any employees or agents of the other party who are directly involved in carrying out the obligations of such party related to the Services. This paragraph does not pertain to unsolicited individuals that voluntarily approach a party for employment or respond to general advertising.

9.12. Taxes. Client is not required to pay taxes of any kind and assumes no such liability as a result of this Agreement.

9.13. Severability. If any provision of this Agreement or the applicable SOW is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable SOW will continue in effect and be valid and enforceable to the fullest extent.

9.14. No Third party Beneficiaries. This Agreement and SOWs are for the sole benefit of the parties to such SOW and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

9.15. Interpretation. "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each SOW is the joint work product of the parties thereto,

and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an SOW conflict, the terms of the SOW will govern for that SOW only. No preprinted or form terms, including on any purchase order, will apply.

9.16. Force Majeure. Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

9.17. Amendments. Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

9.18. Survival. All provisions of this Agreement or any SOWs which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

9.19 Compliance with Civil Rights, Equal Opportunity, Employment, and Fair Labor Standards Laws. Provider shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights and equal opportunity employment. Neither Provider nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin. Provider agrees to comply with fair labor standards, in that Provider agrees to pay and maintain a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as Provider. Provider agrees to file, upon request, a statement pursuant to Neb. Rev. Stat. § 73-102 that it is complying with, and will continue to comply with, such fair labor standards.

9.20 Drug Free Workplace. Provider certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Provider agrees to provide a copy of its drug free workplace policy upon request by the State.

9.21 Nebraska Technology Access Clause. Provider shall review the Nebraska Technology Access Clause, found at <http://nrtc.nebraska.gov/standards/2-201.html>, and ensure that products and/or services provided under this agreement comply with the applicable standards.

9.22 New Employee Work Eligibility Status. Provider is required and hereby agrees to use a federal immigration

verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

10. Limited Warranty and Limitation of Liability.

10.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

10.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

10.3. EXCEPT FOR THE PARTIES' INDEMNIFICATION AND PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE SOW APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

10.4 It is understood by the Parties that in Client's opinion some provisions of this Section are unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the Client may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this Agreement.



IN WITNESS WHEREOF, The parties heroby execute and authorize this Agreement as of the date first set forth above.

STATE OF NEBRASKA

WEST NOTIFICATIONS, INC. D/B/A TWENTY FIRST CENTURY COMMUNICATIONS

Brenda L. Decker
Authorized Signature

[Signature]
Authorized Signature

Brenda L. Decker
Name Typed or Printed

Gregory D. Ablett
Name Typed or Printed

Chief Information Officer 7/24/2013
Title Dated signed:

Business Leader 07/29/13
Title Date signed:

Address for Notices:

Address for Notices:

Attn: _____
Fax _____

11808 Miracle Hills Drive
Omaha, NE 68154
Attn: General Counsel
Fax: 402.963.1211

TFCC COMMUNICATIONS SERVICES

STATEMENT OF WORK No. 1

This is a TFCC Communications Services Statement of Work (this "SOW") dated August 1, 2013 (the "SOW Effective Date") to that certain Master Servicing Agreement dated August 1, 2013 (the "Agreement") between West Notifications, Inc. d/b/a Twenty First Century Communications and State of Nebraska ("Client") and the Agreement is incorporated by reference herein. Upon execution by West Notifications, Inc. d/b/a Twenty First Century Communications ("Provider") and Client, this SOW forms a separate agreement between Provider and Client from any other SOWs. The terms of this SOW shall govern and control in case of conflict with the Agreement. Subject to the alterations and amendments contained in this SOW, Provider and Client ratify and confirm the Agreement as applicable to this SOW in all other respects. Provider and Client hereby further agree as follows:

1. **Definitions.** Capitalized terms used in this SOW not otherwise defined as set forth in Schedule 2 hereto or as otherwise set forth herein shall have the definitions specified in the Agreement.
2. **Service Overview.** Provider will operate, monitor and maintain the Platform in accordance with this Statement of Work and will accept calls presented to the Platform as defined by the Functional Requirements. Provider will also operate, monitor and maintain a multi-channel (i.e. phone, email, SMS, fax, etc.) communications solution that allows Client to deliver Content and Messages to Recipients in accordance with the Functional Requirements. Changes to the Functional Requirements or other changes to this SOW will be made from time to time by the parties through the creation of change orders mutually agreed to by the parties in the form of Exhibit A attached hereto (a "Change Order"). Change Orders will govern in case of conflict with this SOW.
3. **Service Components**
 - 3.1. **Applications.** The Applications developed and programs deployed by Provider for the Client are defined by the Functional Requirements. If requested by Client, and in accordance with the Change Control Management process, Provider will develop new Applications or programs or enhance existing Applications or programs as the needs of the Client's business change.
 - 3.2. **Hours of Operation.** Provider will maintain Services Sunday through Saturday, 24 Hours a day 7 days a week, or as designated by the Client's Functional Requirements for individual Applications.
 - 3.3. **Interface to Client System(s).** Subject to applicable programming fees, Provider will: (a) cooperate with Client and/or Client third party providers in developing specifications for the Interfaces; (b) design and implement the software for the Client Interface(s); and (c) cooperate with the Clients and/or Client providers in testing the Interface(s).
 - 3.4. **Client Call Center or Third Party Provider.** Provider will interact with any Client designated third party provider or Call Center as mutually agreed upon. Specific points of contact will be defined and maintained between all parties throughout the SOW Term. Client must participate in problem resolution between Provider and any designated third party or call center should conflict arise regarding the resolution of Application impacting conditions. Provider shall not be responsible for any actions or failure to act by such third party providers.
 - 3.5. **Monitoring, Administration & Reporting.** Provider will provide near real time monitoring, administration, and standard reports to the Client on a near real time, daily, weekly and monthly basis detailing in the results of the Services as mutually agreed upon by the parties. If requested by Client, Provider will develop new reports or enhance existing reports as the needs of the business change in accordance with Change Management Process.

3.6. Telecommunications Providers. Unless otherwise agreed to by the parties in writing, the network and telecommunication provider performing services in relation to this Statement of Work shall be AT&T. As agreed upon by the parties, Provider may be Customer of Record on the originating inbound toll free numbers supporting Applications.

3.7. Data Backup. Backup of data for 5.5 years is standard practice.

3.8. Business Continuity Plan and Procedures. At the Client's request the Provider's Business Continuity Plan will be provided and will detail Provider's procedures for transition to backup hardware and facilities, ongoing disaster mode operations, and transition back to normal operations.

3.9. Maintenance. Client agrees that should Platform maintenance be necessary Provider may request a two-hour maintenance window each month that will be scheduled out of peak processing hours and at the mutual agreement of the parties. Provider will use commercially reasonable efforts to provide Client with a 2-day advance notice prior to such maintenance. Client must respond to Provider within 1-business day from date of receipt of such request with acceptance of maintenance window or it will be deemed accepted. Maintenance periods or activity will not be included in Performance Metrics. Notwithstanding the foregoing, Provider may perform emergency maintenance to the Platform in the event the Platform is at risk of material non-performance as long as notice to Client is provided to Client no later than 1 business day after the emergency maintenance has occurred. If Provider utilizes a third party to support any element of the Services, Provider will work with such third party to address maintenance requirements in accordance with the foregoing procedures; provided, however, that Provider may not always be able to dictate the schedule or notice with respect to such third party maintenance activities that may impact the Services.

The parties agree that Client shall use commercially reasonable efforts to provide Provider with a 2-day advance notice of Client's intention to perform maintenance on any Client managed system which supports the Services. Provider will respond to Client within 1 business day from date of receipt of notification to acknowledge the upcoming Client maintenance or to notify the Client if Client's maintenance activity may negatively affect call processing or it will be deemed accepted.

4. Responsibilities of Parties.

4.1. Provider will:

- 4.1.1. Provide personnel to manage all aspects of the Statement of Work pertaining to Provider.
- 4.1.2. Implement Applications and programs in accordance with the Functional Requirements as modified by any applicable Change Orders.
- 4.1.3. Provide applicable circuit information including such items as DNIS and routing assignments, number tracking and inventories, number turn up, and routing plan development to enable completion of provisioning by Client, if applicable.
- 4.1.4. Provide and maintain the software Interface between the Platform and all Interface providers under the direction of Client as defined by Functional Requirements. This may include redundant network connectivity between Provider and Client Interface destination as determined by Parties and documented in the Functional Requirements.
- 4.1.5. Deliver Acceptance forms to Client for Acceptance of the call flow, script, reports, and Application testing before an Application or Change Order Goes Live.

4.2. Client will:

- 4.2.1. Provide appropriate personnel and contact information to work in concert with Provider including the maintenance of a list of Client representatives: (a) authorized to deliver

Acceptance or execute Change Orders; (b) who should be contacted during business hours and after hours in the event of an emergency.

- 4.2.2. Participate in regularly scheduled status calls in support of Implementation schedule, Client Application deliverables and all life cycle support activities.
- 4.2.3. Manage any necessary changes to Interfaces to support the Functional Requirements.
- 4.2.4. If Client is COR, Client will manage all pre and post deployment coordination for ordering and provisioning of carrier circuits including advanced features and any subsequent changes to the foregoing that may occur from time to time.
- 4.2.5. Complete and/or coordinate any necessary switch configuration changes at Client call centers or Client designated third party providers.
- 4.2.6. Be responsible for providing and maintaining the hardware and software necessary for Provider to fulfill Functional Requirements relating to Interface connectivity from the Client or a Client designated third party provider.
- 4.2.7. Submit all necessary business requirements in order to formalize the Functional Requirements, including all business rules, call flows, scripts, reporting requirements and Go-Live Dates.
- 4.2.8. Complete testing to confirm that Application call flow, script, and reports are in compliance with Functional Requirements and sign Acceptance forms and Change Orders as set forth herein. Any Acceptance form or Change Order not executed or rejected by Client within 5 business days of request by Provider shall be deemed Accepted by Client.
- 4.2.9. Provide all Content required for the Message to be sent by Provider for Client.

Notwithstanding any other provision of this SOW or the Agreement, Provider and Client acknowledge and agree that (i) Provider uses its Platform to provide the Services to the Client and Client receives the Services resulting from such use, (ii) Provider puts the Platform into service and controls the Platform and (iii) any rights of review and approval granted to Client hereunder relate to program content and the performance of Applications in accordance with the Functional Requirements, but not the Platform.

- 5. **Term.** This SOW shall be effective on the SOW Effective Date and shall have a term of 12 months from the SOW Effective Date (the "SOW Term").
- 6. **Termination.** The SOW may only be terminated as follows (each a "Termination For Cause"):
 - 6.1. By either party upon the failure by the other party to perform any material obligation hereunder that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party.
 - 6.2. By either party upon the material violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of this SOW; provided that such right to terminate shall only be available for thirty (30) days from the time that the non violating party is aware or should have been aware of such breach.
 - 6.3. By Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may suspend the Services any time undisputed payments are fourteen (14) days in arrears.
- 7. **Effect of Termination.** In the event of any termination hereunder Client shall compensate Provider for all Services provided and costs incurred in accordance with this SOW as well as all MC fees that may be due. Except for a Provider Termination For Cause, Provider shall, upon Client's reasonable request during a period not to exceed sixty (60) days (the "Termination Assistance Period") after the Termination of this SOW, provide the Termination Assistance Services. The quality and level of

performance during the Termination Assistance Period shall not be degraded. During the Termination Assistance Period, Provider shall (1) answer reasonable questions from Client regarding the terminated Services on an "as needed" basis and (2) deliver to Client any remaining Client owned reports and documentation relating to the terminated Services still in Provider's possession. During the Termination Assistance Period, Client shall pay the fees set forth herein for Services within the scope of this SOW and Provider's then current standard rates for services requested outside the scope of this SOW.

8. **Minimum Commitment.** From and after the SOW Effective Date, Client shall meet the following minimum commitment: \$40,950 per year (the "MC") during the SOW Term. Upon any termination of this SOW for any reason other than a Termination For Cause by Client, Client shall pay the MC fees due for each month remaining in the SOW Term within thirty (30) days of such termination. The parties agree and acknowledge that Provider has made pricing concessions based on the provisions agreed to in this SOW and that any shortfall payments due under this SOW are a fair approximation of the damages that would be caused to Provider and does not constitute a penalty.

9. **Responsibility For Content, Transmitting Messages, and Accounts.** Client represents and warrants that:

9.1 It is solely responsible for the Content and it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, and Client's campaigns and programs are in compliance with all applicable laws, rules and regulations;

9.2 Client is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages;

9.3 Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation;

9.4 Client has obtained prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded or text message ("Notification Services");

9.5 The intended contact recipient is the current subscriber to the wireless phone number;

9.6 Client has (a) incorporated an interactive opt-out mechanism as part of any program relating to any Services or (b) the contacts that are the subject of such Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations");

9.7 Client has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule; and

9.8 Client will not transmit or allow to be transmitted any Content or Messages that: (a) it does not have a right to make available under any law or under contractual or fiduciary relationship; (b) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (c) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (d) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (e) interfere with or disrupts the Services or servers or network operator networks.

Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and where Provider reasonably believes that Client may not have complied with such provisions or with all laws, rules and regulations, Provider may, at its option (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers, (ii) insert an interactive opt-out mechanism and pass the resulting data to client or (iii) not provide any Services.

Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: Provider following Client's instructions in sending the Messages or Client's breach of any representation and warranty set forth in Section 9.

10. Fees. In consideration of Provider providing the Services, Client shall pay to Provider fees in U.S. Dollars, to a location in the United States of America designated by Provider, based on the pricing set forth in Schedule 1 hereto for the Services.

IN WITNESS WHEREOF, Provider and Client have each caused this SOW to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

STATE OF NEBRASKA

WEST NOTIFICATIONS, INC.
d/b/a TWENTY FIRST CENTURY
COMMUNICATIONS

By: Brenda L. Decker

By: [Signature]

Name: Brenda L. Decker

Name: Gregory D. Ablett

Title: Chief Information Officer

Title: Business Leader

**SCHEDULE 1
State of Nebraska
Fees**

Annual Pricing Plan – TFCC Alert

Annual Recurring Usage Fee (Note 1) <ul style="list-style-type: none"> • State of Nebraska (\$11,500) • Hall County (\$2,450) • Douglas County (\$5,000) 	\$18,950
Annual Unlimited Weather Alerts Fee <ul style="list-style-type: none"> • Hall County (\$2,200) • Douglas County (\$19,800) 	\$22,000
Listed Usage Rates	
Inbound and outbound calls (Notes 2-4)	\$0.25/minute
Fax (Note 4)	\$0.25/page
Email (Note 5)	No charge
SMS Notification – one way (Note 5)	\$0.05/attempt
Other Charges	
Public sign-up page (one-time fee)	\$1,000/county
Automated weather alerting set-up (one-time fee)	\$1,000/county
Custom programming charges (Note 6)	\$176/hour
Training costs (Note 7)	\$100/hour

Notes:

1. Usage charges will be deducted at the listed rates until the annual fee is exhausted. Any unused usage at year end will expire and may not be carried over to subsequent periods. Usage in excess of the annual recurring fee will be charges at the listed usage rates.
2. Voice notification calls include the initial call leg and are billed in one (1) second increments with a thirty (30) second minimum for each domestic call connected by Provider's IVR platform including operator intercepts. Connect time does NOT include call set-up, the time associated with logging call information or busy ring/no answers.
3. Voice notification calls include support for dual-tone-multi-frequency (DTMF), also known as touch-tone and telephone keypad recognition and text-to-speech (TTS) services (synthesized speech for speaking retrieved information to a called party). Advanced Speech Recognition (ASR) (for collecting spoken responses from the called party) is separately charged.
4. Usage charges for voice and facsimile notifications are for calls placed to domestic fixed line or mobile devices that operate under U.S. rate plans including Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, and American Samoa, and excluding

Canada. A mobile device can be in the U.S. or roaming outside of the U.S. Fees for calls to fixed or mobile devices registered in countries outside of the U.S., including Canada, are available upon request.

5. Email and Short Message Service (SMS & FTEU SMS) notifications are billed per mobile terminated (MT) message attempted regardless if the end recipient acknowledges receipt or actually reviews the sent content. When two-way is enabled, notifications are billed on a per mobile terminated (MT) message attempted regardless if the end recipient acknowledges receipt or actually reviews the sent content, and the per mobile originate (MO) is received by the platform.
6. Custom programming is provided on a project bid basis.
7. Training associated with initial project implementation at a single site is included in the project implementation cost. Additional training via webcast is provided at no cost. This fee is for additional training beyond that training noted above, and for training associated with Live Call Center support services.
8. Out-of-pocket travel expenses related to the installation and maintenance of the Alert program are billed as incurred and invoiced at actual cost based on coach class airfare, midrange hotel and midrange car rental.

SCHEDULE 2

Definitions

1. **"Acceptance"** means written notification from the Client that the Application or Change Order meets the Functional Requirements and such Application or Change Order should Go-Live on the Platform.
2. **"Advanced Speech Recognition" or "ASR"** means the ability for a caller to speak directed dialogue within the IVR Application to navigate within the Application.
3. **"Advanced Speech Recognition"** software that allows computers to understand human speech. ASR can be programmed to understand virtually any word in the American/English dictionary, a series of letters and numbers, and any naturally spoken sentences that callers might speak.
4. **"Answer Supervision"** means the response provided by the Platform when it accepts a call offered to it by the carrier network.
5. **"Application"** means the unique software for a program associated with a defined set of Functional Requirements.
6. **"Business Continuity Plan"** means the formal plan maintained by the Provider detailing the facilities, procedures and personnel necessary to respond to an unplanned failure which significantly impairs the Platform.
7. **"Change Control Management"** means the formal process by which modifications to the Functional Requirements for an Application on the Platform or other supporting infrastructure are formally executed to ensure mutual approval, communication and notification between all parties. The Change Control Management process shall be as follows: upon receipt of written requests for change, Provider will provide a written time and cost to Client subject to the fees as defined by this SOW and shall only proceed with such change if a Change Order is approved by the parties in writing.
8. **"Change Order"** means a document executed by the parties that modifies existing, approved Functional Requirements or other supporting infrastructure for an Application on the Platform.
9. **"Client of Record" or "COR"** means the party responsible for inbound long distance charges, toll free transport, and related advanced features required by this SOW, including responsibility for the provisioning and troubleshooting of carrier services and features.
10. **"Content"** means personalized content made available by Client.
11. **"Crew Callout"** means a Web-based phone list calling tool that automates the crew callout and job-fill function. It is used to call field service and other employees to automatically track and fill available work opportunities. Using Crew Callout leads to faster service restoration by rapidly making calls through the automated process, freeing dispatchers from manually making dozens or even hundreds of phone calls.
12. **"Database Cascade"** means the Database Cascade is a secondary match process used within HVCA in the event that a customer match cannot be found in the Direct Connect lookup in the CIS, or in the shadow database. It leverages two third-party databases, TransUnion (formerly Qsent) and Targus. In addition, a 'Patch Database' stores, on temporary basis, information on those customers who have previously matched through Database Cascade.
13. **"Direct Connect"** means TFCC's real-time connection service to its clients' outage management, customer information management, and workforce management systems over

dedicated private frame relay circuits or the Internet through web service. Using Direct Connect results in providing utility customers with the most current information in HVCA and other TFCC applications, and in updating utility systems with outage and customer information real-time instead of in batches.

14. **"DTMF"** means Dual Tone Multi-Frequency; often also referred to as touch-tone.
15. **"Field Connect"** means TFCC's Field Connect provides a customized inbound calling application that enables utility field crews and/or "foreign" crews to call an automated system to update an event ETR, update an event cause code, confirm the device status or close the event. Internal systems are then updated automatically. Management is able to view and query call detail records as well as view summary data on the outageinfo.com website.
16. **"Functional Requirements"** means the set of written documents including applicable Change Orders mutually approved by the Client and Provider associated with each Application that defines the features, functionality, call flow, business rules, Script, reporting and Go-Live Date for each Application. The Functional Requirements become the official, defining documents upon which Application code is created, test plans are developed and validated and performance metrics are measured.
17. **"Go-Live Date"** means the date on which a Client Application or Application Change Order is moved to production on the Platform after Provider receives final, written Acceptance from Client.
18. **"Grammar"** means a set of structured rules that identify utterances in response to a prompt when collecting spoken input.
19. **"HVCA"** means Twenty First Century's High Volume Call Answering (HVCAR) system designed specifically for utility companies to field the heavy incoming call traffic resulting from power outages and other emergencies. HVCAR routes calls away from the utility across its massive interactive voice response (IVR) platform, to minimize the impact on the call center. The system collects and feeds pertinent information into utilities' outage management, customer information, and workforce management systems. Not only that, it returns estimated restoration times to customers and performs call-backs via phone call or SMS text message for restoration verification.
20. **"Implementation"** means the initial set-up process by which a new Application is designed, developed, tested and ultimately Goes Live on the Platform.
21. **"Interface"** means the process associated with connecting a device or system on the Provider Platform to a device or system outside the Provider Platform for the purpose of exchanging data in accordance with Functional Requirements. The devices or systems may be resident within a Client premise or at a Client designated third party premise.
22. **"IVR"** means an Interactive Voice Response system.
23. **"Maintenance"** means the formal process by which modifications to the Platform are communicated and managed between Provider and Client during the normal course of business in order to sustain Services.
24. **"MARS (Mutual Assistance Routing System)"** The Mutual Assistance Routing System (MARS) is a Web-based service that makes it possible for utilities to assist each other with agent-answered calls during large outages or other crises. MARS is the next evolution of TFCC's industry-standard HVCAR system, which is widely used by utilities for high volume call answering in outage situations. While outsourcing outage calls to non-utility call centers has occurred for years, TFCC now makes it possible to outsource these same calls to actual

utility CSRs with industry knowledge and experience. With MARS, utilities can maintain superior customer service, even in major events that impact their call centers.

25. **"Messages"** means messages transmitted regardless of channel by Provider on behalf of Client.
26. **"Mobile Outage Reporting (MOBI)"** means A mobile Web application that is yet another feature of our industry-standard High Volume Call Answering (HVCA) system. With mobile outage reporting, utility customers can easily report their outage, obtain restoration information, and more on their mobile phone's Web browser.
27. **"Multi-channel interactive collections"** means an automated, interactive means of contacting delinquent accounts - whether that means high-risk, lower threshold, or final customers. Our solution provides your customers with immediate payment options which can include: payment gateway, select payment arrangements, payment location information, assistance program information, and promise to pay.
28. **"Natural Language"** means a natural language understanding system takes a sentence (typically a recognized utterance) as input and returns a Tag (a representation of the meaning of the sentence). Natural language allows users to speak freely to an application and have their sentences interpreted by the Natural Language engine without having to write a complex static grammar that would cover the entire sentence.
29. **"Performance Metrics"** means the quantifiable set of metrics by which the Services delivered by the Provider as set forth in Schedule 1, incorporated herein by reference. Performance Metrics are reported and measured on a monthly basis.
30. **"Platform"** means the shared standard hardware, software, and facilities used by Provider to provide multi-channel automated services for its clients including but not limited to interactive voice response units, telecommunications access equipment, database servers, communication servers (to remote sites), LAN/WAN infrastructure, and power infrastructure, but shall not include anything provided by or through Client or its third party providers.
31. **"Recipients"** means Client's customers, partners or other recipients of Content or Messages.
32. **"Script"** means the documentation detailing the voice slots, messages and associated verbiage for the Application.
33. **"Services"** means the services set forth in this SOW.
34. **"Shadow Database"** means the batched database extract provided by TFCC clients to serve as backup to the Direct Connect process, should there be any latency or downtime on TFCC's end or the client's end. Not marketed as a product, but as part of HVCA.
35. **"SOW Effective Date"** means the date set forth in the introductory paragraph of this SOW.
36. **"TFCC Alert"** means TFCC's fully hosted, high speed, high volume multi-channel self-service outbound notification system that lets you send time-sensitive information to thousands of people anytime, anywhere, on any device. You can launch calls through TFCC Alert on the Web, your phone's keypad or mobile Web browser, via API, or by calling TFCC's 24x7x365 help desk. TFCC Alert even incorporates a GIS mapping function that's capable of using any of a utility's custom ESRI-compatible map layers.
37. **"TFCC Search"** means TFCC Search helps solve the age old problem of customer data accuracy and the benefits can impact the bottom line almost immediately. TFCC Search is a comprehensive nationwide telephone directory listing service containing 145 million telephone listing records and that uses only the highest quality data, directly from the source - over 700 telecommunications companies across the U.S. Contact information is updated daily, and every address is CASS corrected/USPS standardized. There are three access points: 1.) Batch: High

volume file processing service that uses standard input and output formats. 2.) Interactive: Low volume manual entry into a Web form. 3.) Integrated: Machine-to-machine interface utilized within HVCA for non-match handling.

38. **“Usage Charges”** means the charges associated with any call received or made or content delivered by the Platform upon which an Answer Supervision response has been returned by the Platform to the carrier network or other such receiving end acknowledgement confirming acceptance or receipt of Content.
39. **“Utterance”** means a phrase or word spoken by a caller at a given recognition state in a speech application.
40. **“Voice Recognition”** means the process of a computer program to receive spoken words as input and understand and carry out the command.

EXHIBIT A

Form of Change Order

[Insert Client Name]- Change Order															
This Change Order is issued pursuant to that certain Statement of Work _____ between West Notifications, Inc. d/b/a Twenty First Century Communications ("Provider") and _____ ("Client") dated _____, 20__.															
Application Name:	Project No.	Date of Request:	Priority:												
Name of Requestor:		Desired Implementation Date:													
Solution Description:															
Solution Scope:															
Estimated Effort Summary															
Complexity:															
Total Effort:															
Duration:															
Project Governance:															
The following are prerequisites to finalizing project milestone dates:															
<ol style="list-style-type: none"> 1. A project start date will be determined once Provider receives signature from Client on this Change Order. 2. Provider will then work with Client to confirm detailed specifications. 3. A project delivery date will be determined once Provider receives sign-off from Client on business requirements. 															
Development	/	Setup	Fees:												
<p>IN WITNESS WHEREOF, Provider and Client have each caused this Change Order to be signed and delivered by its duly authorized representative.</p> <table style="width:100%;"> <tr> <td style="width:50%;"><i>Client:</i></td> <td style="width:50%;">West Notifications, Inc.</td> </tr> <tr> <td></td> <td><i>d/b/a Twenty First Century Communications</i></td> </tr> <tr> <td>By: _____</td> <td>By: _____</td> </tr> <tr> <td>Print: _____</td> <td>Print: _____</td> </tr> <tr> <td>Title: _____</td> <td>Title: _____</td> </tr> <tr> <td>Date: _____</td> <td>Date: _____</td> </tr> </table>				<i>Client:</i>	West Notifications, Inc.		<i>d/b/a Twenty First Century Communications</i>	By: _____	By: _____	Print: _____	Print: _____	Title: _____	Title: _____	Date: _____	Date: _____
<i>Client:</i>	West Notifications, Inc.														
	<i>d/b/a Twenty First Century Communications</i>														
By: _____	By: _____														
Print: _____	Print: _____														
Title: _____	Title: _____														
Date: _____	Date: _____														

MASTER SERVICING AGREEMENT

This Master Servicing Agreement ("Agreement") is entered into this 1st day of August, 2013, (the "Effective Date") between State of Nebraska ("Client") and West Notifications, Inc. d/b/a Twenty First Century Communications ("Provider"). The parties hereby agree as follows:

1. Services and SOWs. The services are the automated and/or live agent call services, business process services, collection services, conferencing services or other related services agreed to in the applicable statement of work(s) (each an "SOW") and provided by Provider (the "Services"). SOWs may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933) and must incorporate this Agreement by reference and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable SOW. Client shall look only to the Provider Affiliate that executes the SOW with respect to any right or obligation with respect to such SOW.

2. Term and Termination.

2.1. Term. This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending SOW. Each SOW will specify its duration (each an "SOW Term"). The termination of any SOW shall not otherwise effect this Agreement or any other SOW.

2.2. Termination of an SOW For Cause. Any SOW may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such SOW that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the SOW; provided that such right to terminate shall only be available for 30 days from the time that the non violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. Charges. Client agrees to pay for the Services in accordance with the rates set forth in the applicable SOW in addition to all applicable taxes, fees and surcharges set forth on Client's invoice. Provider may increase the rates on each twelve (12) month anniversary of the applicable SOW by the CPI-U for all items, not seasonally adjusted, for Midwestern Size Class B/C cities (CPI) for the same period. Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) thirty (45) days from the date of invoice. Invoices will be transmitted electronically. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (45) days from the

date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or invoices.

4. Maintenance of Service. Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services. Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: hiring profiles; scripts; program content and materials; conferencing content; Client or third party databases; forecasts; current process performance statistics; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

5. Representations And Warranties.

5.1. Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable SOW will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

5.2. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable SOW; (b) the execution, delivery and performance of this Agreement and the applicable SOW have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable SOW; and (d) the signatory to this Agreement and the applicable SOW possesses all necessary authority to enter into the Agreement and applicable SOW.

5.3. Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to

provide Services where Provider reasonably believes that Client has not so complied.

6. License. Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the applicable SOW Term to use the Services set forth in the applicable SOW. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

7. Confidentiality and Proprietary Information.

7.1. Each party may disclose (the "Discloser") confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party's Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement. Client's Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider's Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable SOW or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

7.2. Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a

party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

7.3 Notwithstanding any other term hereof, this Agreement, any SOW, and any other information in possession of the Client may be disclosed by Client as required by Nebraska law.

8. Indemnification.

8.1. General Indemnity. Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement or an SOW; (b) the Client Systems and Materials; or (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or customers. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement or an SOW.

8.2. Provider Intellectual Property Indemnity. Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the applicable SOW, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client's negligence, breach of the Agreement or an SOW or alteration of the Services as provided by Provider; (2) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (3) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (4) third party products or services. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

8.3. Indemnification Procedure. The party claiming indemnification shall: (a) notify the indemnifying party of any

claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the negligence of the indemnified party.

9. Miscellaneous.

9.1. **Entire Agreement and Integration.** This Agreement, in conjunction with the applicable SOW constitutes the entire agreement between the parties to such SOW with respect to the subject matter of this Agreement and the applicable SOW and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement and SOWs may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

9.2. **Notices.** Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

9.3. **Assignment.** This Agreement and SOWs may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement and SOWs to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

9.4. **Waiver.** No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

9.5. **Independent Contractors.** The Agreement and SOWs are not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

9.6. **Choice of Law.** This Agreement and SOWs shall be governed under the laws of Nebraska without regard for its choice of law principles. Client agrees that any legal action involving this Agreement or SOWs in any way will be instituted in a court of competent jurisdiction located in Lancaster County, Nebraska, and Client consents to jurisdiction of the state or Federal courts in the State of Nebraska over Client's person for purpose of such legal action.

9.7. **Change Management.** Either party may request

changes or enhancements to the Services. In such event, the following procedure shall be followed by the parties (the "Change Policy"). The requesting party shall provide a written description of the change and the parties shall meet in good faith to discuss the change and any additional costs or other required terms and any such change shall only become effective upon mutual agreement on a change order or amendment. For the avoidance of doubt, if the Agreement or an SOW otherwise allows either party to unilaterally alter the Services or any policies, rules or procedures applicable to this Agreement or the SOW, either party may implement the Change Policy prior to any such changes becoming effective or binding if such unilateral change will cause time or cost impact to such party.

9.8. **Identification, Advertising & Publicity.** Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or SOWs, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent. Notwithstanding the foregoing, Provider may use Client's name and trademarks in a list of customers, or in connection with written sales or promotional materials.

9.9. **Recording.** Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

9.10. **Reserved.**

9.11. **Non-solicit.** Without the prior written consent of the other party, during the applicable SOW Term and continuing through the first anniversary of the termination of the applicable SOW Term, neither party shall, and shall ensure that its Affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any employees or agents of the other party who are directly involved in carrying out the obligations of such party related to the Services. This paragraph does not pertain to unsolicited individuals that voluntarily approach a party for employment or respond to general advertising.

9.12. **Taxes.** Client is not required to pay taxes of any kind and assumes no such liability as a result of this Agreement.

9.13. **Severability.** If any provision of this Agreement or the applicable SOW is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable SOW will continue in effect and be valid and enforceable to the fullest extent.

9.14. **No Third party Beneficiaries.** This Agreement and SOWs are for the sole benefit of the parties to such SOW and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

9.15. **Interpretation.** "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each SOW is the joint work product of the parties thereto,

and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an SOW conflict, the terms of the SOW will govern for that SOW only. No preprinted or form terms, including on any purchase order, will apply.

9.16. Force Majeure. Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

9.17. Amendments. Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

9.18. Survival. All provisions of this Agreement or any SOWs which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

9.19 Compliance with Civil Rights, Equal Opportunity Employment, and Fair Labor Standards Laws.

Provider shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights and equal opportunity employment. Neither Provider nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin. Provider agrees to comply with fair labor standards, in that Provider agrees to pay and maintain a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as Provider. Provider agrees to file, upon request, a statement pursuant to Neb. Rev. Stat. § 73-102 that it is complying with, and will continue to comply with, such fair labor standards.

9.20 Drug Free Workplace. Provider certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Provider agrees to provide a copy of its drug free workplace policy upon request by the State.

9.21 Nebraska Technology Access Clause. Provider shall review the Nebraska Technology Access Clause, found at <http://nitc.nebraska.gov/standards/2-201.html>, and ensure that products and/or services provided under this agreement comply with the applicable standards.

9.22 New Employee Work Eligibility Status. Provider is required and hereby agrees to use a federal immigration

verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

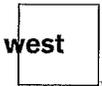
10. Limited Warranty and Limitation of Liability.

10.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

10.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

10.3. EXCEPT FOR THE PARTIES' INDEMNIFICATION AND PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE SOW APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

10.4 It is understood by the Parties that in Client's opinion some provisions of this Section are unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the Client may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this Agreement.



IN WITNESS WHEREOF, The parties hereby execute and authorize this Agreement as of the date first set forth above.

STATE OF NEBRASKA

WEST NOTIFICATIONS, INC. D/B/A TWENTY FIRST CENTURY COMMUNICATIONS

Brenda L. Decker

Authorized Signature

Authorized Signature

Brenda L. Decker

Name Typed or Printed

Name Typed or Printed

Chief Information Officer 7/24/2013

Title

Dated signed:

Title

Date signed:

Address for Notices:

Attn: _____

Fax _____

Address for Notices:

11808 Miracle Hills Drive
Omaha, NE 68154
Attn: General Counsel
Fax: 402.963.1211

TFCC COMMUNICATIONS SERVICES

STATEMENT OF WORK No. 1

This is a TFCC Communications Services Statement of Work (this "SOW") dated August 1, 2013 (the "SOW Effective Date") to that certain Master Servicing Agreement dated August 1, 2013 (the "Agreement") between **West Notifications, Inc. d/b/a Twenty First Century Communications** and **State of Nebraska** ("Client") and the Agreement is incorporated by reference herein. Upon execution by West Notifications, Inc. d/b/a Twenty First Century Communications ("Provider") and Client, this SOW forms a separate agreement between Provider and Client from any other SOWs. The terms of this SOW shall govern and control in case of conflict with the Agreement. Subject to the alterations and amendments contained in this SOW, Provider and Client ratify and confirm the Agreement as applicable to this SOW in all other respects. Provider and Client hereby further agree as follows:

1. **Definitions.** Capitalized terms used in this SOW not otherwise defined as set forth in Schedule 2 hereto or as otherwise set forth herein shall have the definitions specified in the Agreement.
2. **Service Overview.** Provider will operate, monitor and maintain the Platform in accordance with this Statement of Work and will accept calls presented to the Platform as defined by the Functional Requirements. Provider will also operate, monitor and maintain a multi-channel (i.e. phone, email, SMS, fax, etc.) communications solution that allows Client to deliver Content and Messages to Recipients in accordance with the Functional Requirements. Changes to the Functional Requirements or other changes to this SOW will be made from time to time by the parties through the creation of change orders mutually agreed to by the parties in the form of Exhibit A attached hereto (a "Change Order"). Change Orders will govern in case of conflict with this SOW.
3. **Service Components**
 - 3.1. **Applications.** The Applications developed and programs deployed by Provider for the Client are defined by the Functional Requirements. If requested by Client, and in accordance with the Change Control Management process, Provider will develop new Applications or programs or enhance existing Applications or programs as the needs of the Client's business change.
 - 3.2. **Hours of Operation.** Provider will maintain Services Sunday through Saturday, 24 Hours a day 7 days a week, or as designated by the Client's Functional Requirements for individual Applications.
 - 3.3. **Interface to Client System(s).** Subject to applicable programming fees, Provider will: (a) cooperate with Client and/or Client third party providers in developing specifications for the Interfaces; (b) design and implement the software for the Client Interface(s); and (c) cooperate with the Clients and/or Client providers in testing the Interface(s).
 - 3.4. **Client Call Center or Third Party Provider.** Provider will interact with any Client designated third party provider or Call Center as mutually agreed upon. Specific points of contact will be defined and maintained between all parties throughout the SOW Term. Client must participate in problem resolution between Provider and any designated third party or call center should conflict arise regarding the resolution of Application impacting conditions. Provider shall not be responsible for any actions or failure to act by such third party providers.
 - 3.5. **Monitoring, Administration & Reporting.** Provider will provide near real time monitoring, administration, and standard reports to the Client on a near real time, daily, weekly and monthly basis detailing in the results of the Services as mutually agreed upon by the parties. If requested by Client, Provider will develop new reports or enhance existing reports as the needs of the business change in accordance with Change Management Process.

3.6. Telecommunications Providers. Unless otherwise agreed to by the parties in writing, the network and telecommunication provider performing services in relation to this Statement of Work shall be AT&T. As agreed upon by the parties, Provider may be Customer of Record on the originating inbound toll free numbers supporting Applications.

3.7. Data Backup. Backup of data for 5.5 years is standard practice.

3.8. Business Continuity Plan and Procedures. At the Client's request the Provider's Business Continuity Plan will be provided and will detail Provider's procedures for transition to backup hardware and facilities, ongoing disaster mode operations, and transition back to normal operations.

3.9. Maintenance. Client agrees that should Platform maintenance be necessary Provider may request a two-hour maintenance window each month that will be scheduled out of peak processing hours and at the mutual agreement of the parties. Provider will use commercially reasonable efforts to provide Client with a 2-day advance notice prior to such maintenance. Client must respond to Provider within 1-business day from date of receipt of such request with acceptance of maintenance window or it will be deemed accepted. Maintenance periods or activity will not be included in Performance Metrics. Notwithstanding the foregoing, Provider may perform emergency maintenance to the Platform in the event the Platform is at risk of material non-performance as long as notice to Client is provided to Client no later than 1 business day after the emergency maintenance has occurred. If Provider utilizes a third party to support any element of the Services, Provider will work with such third party to address maintenance requirements in accordance with the foregoing procedures; provided, however, that Provider may not always be able to dictate the schedule or notice with respect to such third party maintenance activities that may impact the Services.

The parties agree that Client shall use commercially reasonable efforts to provide Provider with a 2-day advance notice of Client's intention to perform maintenance on any Client managed system which supports the Services. Provider will respond to Client within 1 business day from date of receipt of notification to acknowledge the upcoming Client maintenance or to notify the Client if Client's maintenance activity may negatively affect call processing or it will be deemed accepted.

4. Responsibilities of Parties.

4.1. Provider will:

- 4.1.1.** Provide personnel to manage all aspects of the Statement of Work pertaining to Provider.
- 4.1.2.** Implement Applications and programs in accordance with the Functional Requirements as modified by any applicable Change Orders.
- 4.1.3.** Provide applicable circuit information including such items as DNIS and routing assignments, number tracking and inventories, number turn up, and routing plan development to enable completion of provisioning by Client, if applicable.
- 4.1.4.** Provide and maintain the software Interface between the Platform and all Interface providers under the direction of Client as defined by Functional Requirements. This may include redundant network connectivity between Provider and Client Interface destination as determined by Parties and documented in the Functional Requirements.
- 4.1.5.** Deliver Acceptance forms to Client for Acceptance of the call flow, script, reports, and Application testing before an Application or Change Order Goes Live.

4.2. Client will:

- 4.2.1.** Provide appropriate personnel and contact information to work in concert with Provider including the maintenance of a list of Client representatives: (a) authorized to deliver

Acceptance or execute Change Orders; (b) who should be contacted during business hours and after hours in the event of an emergency.

- 4.2.2. Participate in regularly scheduled status calls in support of Implementation schedule, Client Application deliverables and all life cycle support activities.
- 4.2.3. Manage any necessary changes to Interfaces to support the Functional Requirements.
- 4.2.4. If Client is COR, Client will manage all pre and post deployment coordination for ordering and provisioning of carrier circuits including advanced features and any subsequent changes to the foregoing that may occur from time to time.
- 4.2.5. Complete and/or coordinate any necessary switch configuration changes at Client call centers or Client designated third party providers.
- 4.2.6. Be responsible for providing and maintaining the hardware and software necessary for Provider to fulfill Functional Requirements relating to Interface connectivity from the Client or a Client designated third party provider.
- 4.2.7. Submit all necessary business requirements in order to formalize the Functional Requirements, including all business rules, call flows, scripts, reporting requirements and Go-Live Dates.
- 4.2.8. Complete testing to confirm that Application call flow, script, and reports are in compliance with Functional Requirements and sign Acceptance forms and Change Orders as set forth herein. Any Acceptance form or Change Order not executed or rejected by Client within 5 business days of request by Provider shall be deemed Accepted by Client.
- 4.2.9. Provide all Content required for the Message to be sent by Provider for Client.

Notwithstanding any other provision of this SOW or the Agreement, Provider and Client acknowledge and agree that (i) Provider uses its Platform to provide the Services to the Client and Client receives the Services resulting from such use, (ii) Provider puts the Platform into service and controls the Platform and (iii) any rights of review and approval granted to Client hereunder relate to program content and the performance of Applications in accordance with the Functional Requirements, but not the Platform.

- 5. **Term.** This SOW shall be effective on the SOW Effective Date and shall have a term of 12 months from the SOW Effective Date (the "SOW Term").
- 6. **Termination.** The SOW may only be terminated as follows (each a "Termination For Cause"):
 - 6.1. By either party upon the failure by the other party to perform any material obligation hereunder that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party.
 - 6.2. By either party upon the material violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of this SOW; provided that such right to terminate shall only be available for thirty (30) days from the time that the non violating party is aware or should have been aware of such breach.
 - 6.3. By Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may suspend the Services any time undisputed payments are fourteen (14) days in arrears.
- 7. **Effect of Termination.** In the event of any termination hereunder Client shall compensate Provider for all Services provided and costs incurred in accordance with this SOW as well as all MC fees that may be due. Except for a Provider Termination For Cause, Provider shall, upon Client's reasonable request during a period not to exceed sixty (60) days (the "Termination Assistance Period") after the Termination of this SOW, provide the Termination Assistance Services. The quality and level of

performance during the Termination Assistance Period shall not be degraded. During the Termination Assistance Period, Provider shall (1) answer reasonable questions from Client regarding the terminated Services on an "as needed" basis and (2) deliver to Client any remaining Client owned reports and documentation relating to the terminated Services still in Provider's possession. During the Termination Assistance Period, Client shall pay the fees set forth herein for Services within the scope of this SOW and Provider's then current standard rates for services requested outside the scope of this SOW.

8. Minimum Commitment. From and after the SOW Effective Date, Client shall meet the following minimum commitment: \$40,950 per year (the "MC") during the SOW Term. Upon any termination of this SOW for any reason other than a Termination For Cause by Client, Client shall pay the MC fees due for each month remaining in the SOW Term within thirty (30) days of such termination. The parties agree and acknowledge that Provider has made pricing concessions based on the provisions agreed to in this SOW and that any shortfall payments due under this SOW are a fair approximation of the damages that would be caused to Provider and does not constitute a penalty.

9. Responsibility For Content, Transmitting Messages, and Accounts. Client represents and warrants that:

9.1 It is solely responsible for the Content and it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, and Client's campaigns and programs are in compliance with all applicable laws, rules and regulations;

9.2 Client is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages;

9.3 Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation;

9.4 Client has obtained prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded or text message ("Notification Services");

9.5 The intended contact recipient is the current subscriber to the wireless phone number;

9.6 Client has (a) incorporated an interactive opt-out mechanism as part of any program relating to any Services or (b) the contacts that are the subject of such Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations");

9.7 Client has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule; and

9.8 Client will not transmit or allow to be transmitted any Content or Messages that: (a) it does not have a right to make available under any law or under contractual or fiduciary relationship; (b) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (c) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (d) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (e) interfere with or disrupts the Services or servers or network operator networks.

Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and where Provider reasonably believes that Client may not have complied with such provisions or with all laws, rules and regulations, Provider may, at its option (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers, (ii) insert an interactive opt-out mechanism and pass the resulting data to client or (iii) not provide any Services.

Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: Provider following Client's instructions in sending the Messages or Client's breach of any representation and warranty set forth in Section 9.

10. Fees. In consideration of Provider providing the Services, Client shall pay to Provider fees in U.S. Dollars, to a location in the United States of America designated by Provider, based on the pricing set forth in Schedule 1 hereto for the Services.

IN WITNESS WHEREOF, Provider and Client have each caused this SOW to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

STATE OF NEBRASKA

**WEST NOTIFICATIONS, INC.
d/b/a TWENTY FIRST CENTURY
COMMUNICATIONS**

By: Brenda L. Decker

By: _____

Name: Brenda L. Decker

Name: _____

Title: Chief Information Officer

Title: _____

**SCHEDULE 1
State of Nebraska
Fees**

Annual Pricing Plan – TFCC Alert

Annual Recurring Usage Fee (Note 1) <ul style="list-style-type: none"> • State of Nebraska (\$11,500) • Hall County (\$2,450) • Douglas County (\$5,000) 	\$18,950
Annual Unlimited Weather Alerts Fee <ul style="list-style-type: none"> • Hall County (\$2,200) • Douglas County (\$19,800) 	\$22,000
Listed Usage Rates	
Inbound and outbound calls (Notes 2-4)	\$0.25/minute
Fax (Note 4)	\$0.25/page
Email (Note 5)	No charge
SMS Notification – one way (Note 5)	\$0.05/attempt
Other Charges	
Public sign-up page (one-time fee)	\$1,000/county
Automated weather alerting set-up (one-time fee)	\$1,000/county
Custom programming charges (Note 6)	\$176/hour
Training costs (Note 7)	\$100/hour

Notes:

1. Usage charges will be deducted at the listed rates until the annual fee is exhausted. Any unused usage at year end will expire and may not be carried over to subsequent periods. Usage in excess of the annual recurring fee will be charges at the listed usage rates.
2. Voice notification calls include the initial call leg and are billed in one (1) second increments with a thirty (30) second minimum for each domestic call connected by Provider’s IVR platform including operator intercepts. Connect time does NOT include call set-up, the time associated with logging call information or busy ring/no answers.
3. Voice notification calls include support for dual-tone-multi-frequency (DTMF), also known as touch-tone and telephone keypad recognition and text-to-speech (TTS) services (synthesized speech for speaking retrieved information to a called party). Advanced Speech Recognition (ASR) (for collecting spoken responses from the called party) is separately charged.
4. Usage charges for voice and facsimile notifications are for calls placed to domestic fixed line or mobile devices that operate under U.S. rate plans including Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, and American Samoa, and excluding

Canada. A mobile device can be in the U.S. or roaming outside of the U.S. Fees for calls to fixed or mobile devices registered in countries outside of the U.S., including Canada, are available upon request.

5. Email and Short Message Service (SMS & FTEU SMS) notifications are billed per mobile terminated (MT) message attempted regardless if the end recipient acknowledges receipt or actually reviews the sent content. When two-way is enabled, notifications are billed on a per mobile terminated (MT) message attempted regardless if the end recipient acknowledges receipt or actually reviews the sent content, and the per mobile originate (MO) is received by the platform.
6. Custom programming is provided on a project bid basis.
7. Training associated with initial project implementation at a single site is included in the project implementation cost. Additional training via webcast is provided at no cost. This fee is for additional training beyond that training noted above, and for training associated with Live Call Center support services.
8. Out-of-pocket travel expenses related to the installation and maintenance of the Alert program are billed as incurred and invoiced at actual cost based on coach class airfare, midrange hotel and midrange car rental.

SCHEDULE 2

Definitions

1. **“Acceptance”** means written notification from the Client that the Application or Change Order meets the Functional Requirements and such Application or Change Order should Go-Live on the Platform.
2. **“Advanced Speech Recognition” or “ASR”** means the ability for a caller to speak directed dialogue within the IVR Application to navigate within the Application.
3. **“Advanced Speech Recognition”** software that allows computers to understand human speech. ASR can be programmed to understand virtually any word in the American/English dictionary, a series of letters and numbers, and any naturally spoken sentences that callers might speak.
4. **“Answer Supervision”** means the response provided by the Platform when it accepts a call offered to it by the carrier network.
5. **“Application”** means the unique software for a program associated with a defined set of Functional Requirements.
6. **“Business Continuity Plan”** means the formal plan maintained by the Provider detailing the facilities, procedures and personnel necessary to respond to an unplanned failure which significantly impairs the Platform.
7. **“Change Control Management”** means the formal process by which modifications to the Functional Requirements for an Application on the Platform or other supporting infrastructure are formally executed to ensure mutual approval, communication and notification between all parties. The Change Control Management process shall be as follows: upon receipt of written requests for change, Provider will provide a written time and cost to Client subject to the fees as defined by this SOW and shall only proceed with such change if a Change Order is approved by the parties in writing.
8. **“Change Order”** means a document executed by the parties that modifies existing, approved Functional Requirements or other supporting infrastructure for an Application on the Platform.
9. **“Client of Record” or “COR”** means the party responsible for inbound long distance charges, toll free transport, and related advanced features required by this SOW, including responsibility for the provisioning and troubleshooting of carrier services and features.
10. **“Content”** means personalized content made available by Client.
11. **“Crew Callout”** means a Web-based phone list calling tool that automates the crew callout and job-fill function. It is used to call field service and other employees to automatically track and fill available work opportunities. Using Crew Callout leads to faster service restoration by rapidly making calls through the automated process, freeing dispatchers from manually making dozens or even hundreds of phone calls.
12. **“Database Cascade”** means the Database Cascade is a secondary match process used within HVCA in the event that a customer match cannot be found in the Direct Connect lookup in the CIS, or in the shadow database. It leverages two third-party databases, TransUnion (formerly Qsent) and Targus. In addition, a 'Patch Database' stores, on temporary basis, information on those customers who have previously matched through Database Cascade.
13. **“Direct Connect”** means TFCC's real-time connection service to its clients' outage management, customer information management, and workforce management systems over

dedicated private frame relay circuits or the Internet through web service. Using Direct Connect results in providing utility customers with the most current information in HVCA and other TFCC applications, and in updating utility systems with outage and customer information real-time instead of in batches.

14. **“DTMF”** means Dual Tone Multi-Frequency; often also referred to as touch-tone.
15. **“Field Connect”** means TFCC's Field Connect provides a customized inbound calling application that enables utility field crews and/or "foreign" crews to call an automated system to update an event ETR, update an event cause code, confirm the device status or close the event. Internal systems are then updated automatically. Management is able to view and query call detail records as well as view summary data on the outageinfo.com website.
16. **“Functional Requirements”** means the set of written documents including applicable Change Orders mutually approved by the Client and Provider associated with each Application that defines the features, functionality, call flow, business rules, Script, reporting and Go-Live Date for each Application. The Functional Requirements become the official, defining documents upon which Application code is created, test plans are developed and validated and performance metrics are measured.
17. **“Go-Live Date”** means the date on which a Client Application or Application Change Order is moved to production on the Platform after Provider receives final, written Acceptance from Client.
18. **“Grammar”** means a set of structured rules that identify utterances in response to a prompt when collecting spoken input.
19. **“HVCA”** means Twenty First Century's High Volume Call Answering (HVCAR) system designed specifically for utility companies to field the heavy incoming call traffic resulting from power outages and other emergencies. HVCAR routes calls away from the utility across its massive interactive voice response (IVR) platform, to minimize the impact on the call center. The system collects and feeds pertinent information into utilities' outage management, customer information, and workforce management systems. Not only that, it returns estimated restoration times to customers and performs call-backs via phone call or SMS text message for restoration verification.
20. **“Implementation”** means the initial set-up process by which a new Application is designed, developed, tested and ultimately Goes Live on the Platform.
21. **“Interface”** means the process associated with connecting a device or system on the Provider Platform to a device or system outside the Provider Platform for the purpose of exchanging data in accordance with Functional Requirements. The devices or systems may be resident within a Client premise or at a Client designated third party premise.
22. **“IVR”** means an Interactive Voice Response system.
23. **“Maintenance”** means the formal process by which modifications to the Platform are communicated and managed between Provider and Client during the normal course of business in order to sustain Services.
24. **“MARS (Mutual Assistance Routing System)”** The Mutual Assistance Routing System (MARS) is a Web-based service that makes it possible for utilities to assist each other with agent-answered calls during large outages or other crises. MARS is the next evolution of TFCC's industry-standard HVCAR system, which is widely used by utilities for high volume call answering in outage situations. While outsourcing outage calls to non-utility call centers has occurred for years, TFCC now makes it possible to outsource these same calls to actual

utility CSRs with industry knowledge and experience. With MARS, utilities can maintain superior customer service, even in major events that impact their call centers.

25. **“Messages”** means messages transmitted regardless of channel by Provider on behalf of Client.
26. **“Mobile Outage Reporting (MOBI)”** means A mobile Web application that is yet another feature of our industry-standard High Volume Call Answering (HVCA) system. With mobile outage reporting, utility customers can easily report their outage, obtain restoration information, and more on their mobile phone's Web browser.
27. **“Multi-channel interactive collections”** means an automated, interactive means of contacting delinquent accounts - whether that means high-risk, lower threshold, or final customers. Our solution provides your customers with immediate payment options which can include: payment gateway, select payment arrangements, payment location information, assistance program information, and promise to pay.
28. **“Natural Language”** means a natural language understanding system takes a sentence (typically a recognized utterance) as input and returns a Tag (a representation of the meaning of the sentence). Natural language allows users to speak freely to an application and have their sentences interpreted by the Natural Language engine without having to write a complex static grammar that would cover the entire sentence.
29. **“Performance Metrics”** means the quantifiable set of metrics by which the Services delivered by the Provider as set forth in Schedule 1, incorporated herein by reference. Performance Metrics are reported and measured on a monthly basis.
30. **“Platform”** means the shared standard hardware, software, and facilities used by Provider to provide multi-channel automated services for its clients including but not limited to interactive voice response units, telecommunications access equipment, database servers, communication servers (to remote sites), LAN/WAN infrastructure, and power infrastructure, but shall not include anything provided by or through Client or its third party providers.
31. **“Recipients”** means Client's customers, partners or other recipients of Content or Messages.
32. **“Script”** means the documentation detailing the voice slots, messages and associated verbiage for the Application.
33. **“Services”** means the services set forth in this SOW.
34. **“Shadow Database”** means the batched database extract provided by TFCC clients to serve as backup to the Direct Connect process, should there be any latency or downtime on TFCC's end or the client's end. Not marketed as a product, but as part of HVCA.
35. **“SOW Effective Date”** means the date set forth in the introductory paragraph of this SOW.
36. **“TFCC Alert”** means TFCC's fully hosted, high speed, high volume multi-channel self-service outbound notification system that lets you send time-sensitive information to thousands of people anytime, anywhere, on any device. You can launch calls through TFCC Alert on the Web, your phone's keypad or mobile Web browser, via API, or by calling TFCC's 24x7x365 help desk. TFCC Alert even incorporates a GIS mapping function that's capable of using any of a utility's custom ESRI-compatible map layers.
37. **“TFCC Search”** means TFCC Search helps solve the age old problem of customer data accuracy and the benefits can impact the bottom line almost immediately. TFCC Search is a comprehensive nationwide telephone directory listing service containing 145 million telephone listing records and that uses only the highest quality data, directly from the source - over 700 telecommunications companies across the U.S. Contact information is updated daily, and every address is CASS corrected/USPS standardized. There are three access points: 1.) Batch: High

volume file processing service that uses standard input and output formats. 2.) Interactive: Low volume manual entry into a Web form. 3.) Integrated: Machine-to-machine interface utilized within HVCA for non-match handling.

38. **“Usage Charges”** means the charges associated with any call received or made or content delivered by the Platform upon which an Answer Supervision response has been returned by the Platform to the carrier network or other such receiving end acknowledgement confirming acceptance or receipt of Content.
39. **“Utterance”** means a phrase or word spoken by a caller at a given recognition state in a speech application.
40. **“Voice Recognition”** means the process of a computer program to receive spoken words as input and understand and carry out the command.

EXHIBIT A

Form of Change Order

[Insert Client Name]– Change Order					
This Change Order is issued pursuant to that certain Statement of Work _____ between West Notifications, Inc. d/b/a Twenty First Century Communications (“Provider”) and _____ (“Client”) dated _____, 20__.					
Application Name:	Project No.	Date of Request:	Priority:		
Name of Requestor:		Desired Implementation Date:			
Solution Description:					
Solution Scope:					
<p>Estimated Effort Summary</p> <p>Complexity: Total Effort: Duration:</p> <p>Project Governance: The following are prerequisites to finalizing project milestone dates:</p> <ol style="list-style-type: none"> 1. A project start date will be determined once Provider receives signature from Client on this Change Order. 2. Provider will then work with Client to confirm detailed specifications. 3. A project delivery date will be determined once Provider receives sign-off from Client on business requirements. 					
Development	/	Setup	Fees:		
<p>IN WITNESS WHEREOF, Provider and Client have each caused this Change Order to be signed and delivered by its duly authorized representative.</p> <table style="width:100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Client:</p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>West Notifications, Inc. <i>d/b/a Twenty First Century Communications</i></p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> </tr> </table>				<p>Client:</p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>West Notifications, Inc. <i>d/b/a Twenty First Century Communications</i></p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Client:</p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>West Notifications, Inc. <i>d/b/a Twenty First Century Communications</i></p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>				

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name State of Nebraska			Name		
Street or Other Mailing Address PO Box 94664			Street or Other Mailing Address		
City Lincoln	State NE	Zip Code 68509-4664	City	State	Zip Code

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here →


Authorized Signature

Accounting Administrator

Title

11/02/12
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are not automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regsg/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are not exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Print Change Options Close Window

Dates and times are displayed in the (GMT-06:00) Central Time (US & Canada) time zone.

Customer Details

Name: jim ohmberger Customer ID:
 Location: 501 bldg Department:
 Company: OCIO Phone: 1-4348
 Email: james.ohmbeger@nebraska.gov

Details

Number: D7NA1434A2 Categorization: CIO
 Status: Open Procurement
 Priority: Medium Document Routing

Assignee: Karen Sarnecki Group: CIO Administration
 Effective SLA: Default Incident SLA

Followup: 7/28/2013
 Next Escalation: 8/6/2013 9:10:08 AM - High Priority
 Opened: 7/23/2013 9:10:08 AM by Customer via End User Desktop
 Modified: 7/23/2013 10:59:40 AM by Gigi Boyd
 Closed:

Related Hierarchy

AB:1931713

Other Details

4254704 (Material)

Short Description**Description**

Procurement Team - Please route the attached documents for signature. This is a contact with Twenty First Century for our Automated Notification Services BU 65070043.

Signed documents should be returned to:

Debbie Harris, BA, MBA
 Client Relationship Manager
 Twenty First Century Communications - A Subsidiary of West Corporation |
 O: 614.442.1215x259 | E: debbie.harris@tfcci.com

Resolution**Attachments**

<u>Name</u>	<u>Type</u>	<u>Size</u>
Nebraska TFCC MSA (clean) 2013 07 17.docx	application/vnd.openxmlformats-officedocument.wordprocessingml.document	106.38K
Nebraska TFCC SOW 1 (clean) 2013 07 17.doc	application/msword	93.184K
Form13_completed.pdf	application/pdf	163.668K

Work History

Total Time Worked: 0 Hour(s) 0 Minute(s)

23-Jul-2013 10:59:40 AM - Gigi Boyd

Route Comments:
Please route for signatures. Thank you.

Customer Work History

23-Jul-2013 10:59:40 AM - Gigi Boyd
- Incident routed.

23-Jul-2013 10:40:00 AM - Dave Rasmussen
- Incident routed.

23-Jul-2013 9:10:08 AM
- New incident created.

Audit History

23-Jul-2013 9:10:08 AM
- Set Priority **To:** Medium
- Set Status **To:** Open
- Set Customer **To:** jim ohmberger
- Set Assignee **To:** CIO Help
- Set Group **To:** CIO Help Desk
- Set Description **To:** Procurement Team - Please route the attached documents for signature. This is a contact with Twenty First Century for our Automated Notification Services BU 65070043.

Signed documents should be returned to:

Debbie Harris, BA, MBA

Client Relationship Manager

Twenty First Century Communications - A Subsidiary of West Corporation |

O: 614.442.1215x259 | E: debbie.harris@tfcci.com

- Set Service Contract **To:** None
- Set Company **To:** OCIO

23-Jul-2013 9:10:08 AM
- New incident created. **From:** End User Desktop.
- Set Priority **To:** Medium
- Set Status **To:** Open
- Set Customer **To:** jim ohmberger

23-Jul-2013 9:11:35 AM
Initial Incident Save by Customer notification sent to customer, and current assignee via email.

23-Jul-2013 10:40:00 AM - Dave Rasmussen
- Changed Category **From:** **To:** CIO - Procurement - Document Routing
- Changed Assignee **From:** CIO Help **To:** CIO Procurement
- Changed Group **From:** CIO Help Desk **To:** CIO Procurement Team
- Changed Description **From:** Procurement Team - Please route the attached documents for signature. This is a contact with Twenty First Century for our Automated Notification Services BU 65070043.

Signed documents should be returned to:

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Client Relationship Manager

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Signed documents should be returned to:

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Client Relationship Manager

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O: 614.442.1215x259 | E: debbie.harris@tfcci.com

23-Jul-2013 10:41:42 AM

Incident Route notification sent to current assignee via email.

23-Jul-2013 10:59:40 AM - Gigi Boyd

- Changed Assignee **From:** CIO Procurement **To:** Karen Sarnecki
- Changed Group **From:** CIO Procurement Team **To:** CIO Administration

23-Jul-2013 11:01:35 AM

Incident Route notification sent to current assignee via email.

SLA History

23-Jul-2013 9:10:08 AM

- Incident created with Default Incident SLA priority SLA.
- Configured settings: Low - 210 hrs, Medium - 105 hrs, High Warning - 30 hrs, High - 52.5 hrs, Emergency Warning - 3 hrs, Emergency - 4 hrs, Emergency Occurrences - 1 max.
- Priority: Medium.

Approval History

Correspondence History