- Term of Agreement. For the convenience of the Parties, the Agreement shall commence on the date of execution by the Customer ("Commencement Date"), and shall automatically terminate, unless renewed in accordance with the terms hereof, at the end of the Customer's fiscal year during which this Agreement is commenced (the "Initial Term"). In addition to the Initial Term, the Customer shall have and is hereby granted a three (3) year agreement after system acceptance by Skamania County and active calls are being made with yearly options at sole discretion of Skamania County for two (2) additional one (1) year options.
- Event of default, Termination of Agreement. In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such cause of no-performance. In the event any governmental tariff or regulation prevents CTEL from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CTEL, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CTEL access to the facility in order to remove the Equipment. CTEL agrees to remove the Equipment within thirty days after termination of this Agreement.
- 10. Authority. Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Equipment.

11. Miscellaneous.

A. Any notice to be given hereunder shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties set forth below, and all such notices shall be deemed received when delivered in the manner set forth above

If to Consolidated Telecom: Consolidated Telecom, Inc.

1320 Greenway Dr. Suite #450

Irving, TX 75038

Tel: 972-239-2182 Fax: 972-239-2358

If to Customer: Skamania County Sheriff's Office

200 Vancouver Avenue

P. O. Box 790

Stevenson, Washington 98648-0790

Tel: 509-427-9490

| (150) | | * | |
|-------------------|--|---|-------------|
| Initiated by CTEL | _and Skamania County Sheriff's Office_ | 2 | Page 2 of 3 |