

OCT 09 2006

**9-1-1 Locator ID
Service Agreement**

20061012-0511

Contract Information Management

This Agreement is entered into as of September 1st, 2006 ("Effective Date") between SBC Global Services, Inc., dba AT&T Global Services a Delaware corporation, on behalf of The Ohio Bell Telephone Company, an Ohio corporation, Indiana Bell Telephone Company Incorporated, an Indiana corporation, Illinois Bell Telephone Company, an Illinois corporation, Michigan Bell Telephone Company, a Michigan corporation, and Wisconsin Bell, Inc., a Wisconsin corporation (individually and collectively "AT&T") with offices at 225 West Randolph Street, Chicago, Illinois 60606, and Renaissance Hotel Management Co, LLC dba Schaumburg Hotel and Convention Center ("Customer"), a(n) Schaumburg, Illinois 60173 corporation, with offices at 1551 N. Thoreau Drive.

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WHEREAS, Customer desires to have the capability for displaying specific caller location information at the appropriate Public Safety Answering Point when a 911 call is dialed from Customer's Centrex or PBX telephone system.

WHEREAS, AT&T provides a 9-1-1- Locator ID Service which allows Customer to update the Enhanced 9-1-1 database with station and location information related only to the Customer's private telephone system ("Service").

THEREFORE, in consideration of the mutual promises contained herein, AT&T and Customer agree as follows:

1. DESCRIPTION OF SERVICE

- A. AT&T shall provide to Customer the 9-1-1 Locator ID Service and the related services described in Attachment A in accordance with the terms and conditions herein.

9-1-1 Locator ID Service provided hereunder allows Customer, or the Customer's assigned agent, to have access to the Enhanced 9-1-1 database to load, change, or update station location information related only to the Customer's Centrex or PBX telephone system. Routing of Customer's 911 calls to the appropriate Public Safety Answering Point will be limited to the E9-1-1 serving area in which Customer's private telephone system is located and will be in accordance with the E9-1-1 system's selective routing pattern as required by the Public Safety Service Provider's jurisdiction.

The Service will cover the private telephone system stations at the locations set forth in Attachment B ("Designated Site"). The service includes technical support, project management, and training and may include optional services (e.g., station reviews and/or database information input) as set forth in Section 4.C below.

- B. An implementation schedule mutually agreed upon by the parties shall be set forth in Attachment B..

2. USE OF THE SERVICE

- A. Any timesharing, sale or re-sale of the Service by Customer is prohibited.
- B. Customer shall notify AT&T promptly of any circumstances of which Customer has knowledge relating to any unauthorized use of the Service by any person or entity. Customer shall take, at Customer's expense, any legal action necessary to prevent or stop the unauthorized access or use of the Service by any third party which was due to Customer's fault or negligence.
- C. If Customer desires to use the Service to cover a site in addition to the Designated Site in this Agreement, an additional one-time charge for establishment of the Service will be required for each additional site, at AT&T's then current regular retail rate for such additional sites.

3. DOCUMENTATION

AT&T shall deliver one complete copy of the documentation to the Designated Site as shown in Attachment B. If the documentation is subsequently revised or if additional documentation is developed, AT&T shall deliver to Customer one (1) copy of such revisions or updates at no additional charge. Customer may duplicate copies of AT&T provided documentation for internal use only.

4. SUPPORT SERVICES

- A. AT&T will furnish telephone access to support personnel during normal business hours (M-F, 8am-5pm CT) for operator and error condition issues. Customer will be provided with a support-line telephone number during the implementation process. Customer shall provide AT&T the documentation and assistance necessary to demonstrate and diagnose each problem with the Service and will implement each of AT&T's solutions to such problems.

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- B. Upon Customer's request, AT&T, at its sole discretion, may correct mistakes caused by Customer and Customer shall pay AT&T for such assistance at AT&T's then-current charges for such work.
- C. In addition to the 9-1-1 Locator ID Service, upon Customer's request, AT&T shall provide Customer the optional services (such as stations reviews or data entry) listed in Attachment A. In the event AT&T performs any such optional services, Customer shall be responsible for verifying the accuracy and completeness of all information gathered or input and for correcting any errors.
- D. AT&T shall provide up to four (4) hours of initial training for the Workstation version of Locator ID to Customer as described in Attachment A hereto. AT&T shall provide up to four hours of telephony based consultative support for the Direct File Exchange (DFE) version of Locator ID. Customer may reproduce any training materials provided by AT&T. Any such reproductions shall include any copyright or similar proprietary notices contained in the materials being reproduced. Additional training is available upon request at AT&T's current rates with a four (4) hour minimum.

5. CUSTOMER RESPONSIBILITIES

- A. Customer shall be responsible for identifying stations and locations in accordance with the following:
 - 1) Customer shall provide the number of stations to be covered by the Service at the Designated Site, the specific telephone numbers (NPA-NNX-xxxx) and the locations of the stations. Customer will gather the information (in the format described in the documentation) to create the records required by the database. Customer shall enter address, location, and terminal (extension) information into the database for each working extension in the private telephone system at the Designated Site. Customer will complete the preparation of the database and, with the assistance of AT&T, upload it to the E-911 database in accordance with the schedule shown in Attachment B.
 - 2) Customer shall update the records in the database as changes occur.
 - 3) Customer shall advise AT&T of any changes, additions, or corrections in the number range of stations, the configuration of the telephone system, or any other parameters that will affect the Service to be provided under this Agreement.
 - 4) Customer shall ensure that Automatic Number Identification ("ANI") is provided to the Enhanced 9-1-1 network in connection with all dialed 9-1-1 calls which originate from the Customer's private telephone system stations.
 - 5) Customer shall ensure that an accurate telephone number and location record exists in the Enhanced 9-1-1 database for each ANI provided to the Enhanced 9-1-1 network in connection with all dialed 9-1-1 calls that originate from the Customer's private telephone system stations.
- B. Customer will designate an authorized representative responsible for all communications between AT&T and Customer with regard to implementation of the Service ("Customer Project Manager"). Customer Project Manager shall manage and control installation of the Customer-provided hardware and software, the gathering and input of appropriate data, and coordination of all database upload and testing activities. Customer Project Manager shall have responsibility for the implementation tasks and schedule and shall have the authority to make decisions and commitments for the Customer. Customer Project Manager shall be responsible for timely transfer of information to and from AT&T, and shall ensure the accuracy and completeness of all data in the database.
- C. Customer shall allow AT&T access to its premises for purposes of testing the Service and performing the related services provided hereunder.
- D. Customer shall provide the hardware and software as listed in Attachment C.

6. PRICING AND PAYMENT

- A. Prices for the Service are as set forth in Attachment B. AT&T reserves the right to review Customer's station counts annually. In the event of a change in station count that exceeds ten percent (10%) of the number of stations in service on the Effective Date, AT&T reserves the right to notify Customer of such change in station count and modify the Monthly Charge hereunder accordingly.
- B. The one-time Charge for the Service shall be invoiced as follows:

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25% of the one-time charge upon contract execution
75% of the one-time charge upon database upload

Monthly Charges will begin at the time Customer data is uploaded to the E-911 database. Payment is due within thirty (30) days of receipt of invoice. AT&T may, at its option, assess a charge of one and one-half percent (1-1/2%) per month or the highest amount allowed by law, whichever is lower, on past due amounts.

- C. In addition to the charges for Services provided hereunder, Customer agrees to pay any applicable federal, state, local, and other taxes based on this Agreement, excluding taxes based on AT&T's net income.

7. TERM AND TERMINATION

- A. This Agreement shall commence upon the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for consecutive one-year terms until terminated by either party by providing at least thirty (30) days' written notice to the other party prior to the commencement of any subsequent renewal term.
- B. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement in the event of default by the other party of any of its material obligations hereunder, provided (i) the defaulting party receives notice of termination containing a reasonably complete description of the default and (ii) the defaulting party fails to cure such default within thirty (30) days of receiving such notice.
- C. If either party becomes prohibited from performing the terms of this Agreement by order of any court of competent jurisdiction or regulatory authority, then this Agreement may be terminated immediately upon written notice to the other party.
- D. In the event Customer terminates this Agreement prior to the expiration of the Initial Term, Customer shall pay an early termination fee equal to the number of months remaining in the contract times the recurring monthly rate times fifty percent (50%). No early termination fee will be applied if termination occurs as a result of a regulatory or court order, as defined in 7.C above or as a result of an uncured default by AT&T under paragraph 7.B above.

8. WARRANTIES AND INDEMNIFICATION

- A. AT&T warrants that the Services provided hereunder will be performed in a good, safe, and workmanlike manner, and will be performed in accordance with the documentation provided hereunder.
- B. AT&T warrants that the Service will handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and performing manipulations of dates, and will function accurately, pursuant to this Agreement and the documentation, before, during, and after January 1, 2000 without change in operations associated with the advent of the new century. AT&T shall promptly remedy any breach of this warranty at no additional charge to Customer.
- C. EXCEPT AS SET FORTH ABOVE, AT&T DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall AT&T be liable to Customer or any third party for any indirect, incidental, special, or consequential damages, including, without limitation, damages attributed to loss of data or programming, regardless of the cause of action, arising out of or in connection with AT&T's performance under this Agreement, even if AT&T has been advised of the possibility of such damages. Customer waives any claim against AT&T for punitive or exemplary damages. Except for damages for personal injury or death or damage to or loss of Customer's tangible property (excluding loss of data or programming) caused by AT&T, AT&T's liability for all claims brought under this Agreement, regardless of the form or cause of action, shall be limited to direct damages. Notwithstanding any other provision in this Agreement, AT&T's aggregate liability, if any, for such direct damages shall not exceed all amounts paid by Customer to AT&T under this Agreement. The right to recover damages within the limitation as specified above is Customer's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by AT&T, must be brought within one (1) year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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- D. Each party will defend, indemnify, and hold harmless the other party, its agents and employees against all claims by third parties (including legal fees and expenses) arising in whole or substantial part out of that party's negligent acts or omissions under this Agreement. The indemnified party will promptly notify the indemnifying party of any claim. The indemnifying party shall assume and have sole control of the defense of such claim. This obligation to indemnify shall survive termination of this Agreement.

9. CONFIDENTIALITY

Each party shall protect the confidentiality of information provided to the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement that has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for purposes of this Agreement, and shall not disclose it to anyone except its employees and employees of its corporate affiliates who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party, or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon its request. The parties agree that an impending or existing violation of these confidentiality provisions would cause the disclosing party irreparable injury for which it would have no adequate remedy at law, and agree that the disclosing party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

10. NOTICES

Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To AT&T: AT&T Global Services
 225 West Randolph St. HQ 23C
 Chicago, Illinois 60606
 Attn: Vice President and General Counsel

To Customer: Renaissance Schaumburg Hotel and Convention Center
 1551 N Thoreau Drive
 Schaumburg, IL 60173
 Attn: General Manager

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. Mail.

11. ASSIGNMENT

Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment shall be void.

Notwithstanding the foregoing, AT&T may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignees, the assignor shall be discharged of any liability under this Agreement. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

12. FORCE MAJEURE

Neither party, nor their respective affiliates, subsidiaries, parent corporations, including their officers, directors, employees, or agents, shall be liable in any way for delays, failure in performance, loss, or damage due to any force majeure conditions, including but not limited to labor strikes or labor disputes, or causes beyond that party's reasonable control.

13. GENERAL

- A. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder shall not be construed as a continuing or future waiver of such term, condition, right, or privilege.

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- B. During the provision of services under this Agreement and for a period of six (6) months thereafter, neither party shall hire or solicit to hire employees of the other with whom it has had contact in connection with performance hereunder. However, either party may hire employees of the other who respond to public solicitations of employment and are not otherwise solicited for hire.
- C. No third party shall have any rights under this Agreement as a third party beneficiary.
- D. Customer represents that it has all requisite authority (corporate and otherwise) to enter into and perform its obligations under this Agreement.
- E. The rights and remedies set forth in this Agreement shall be the parties' exclusive remedies, regardless of the cause of action, for the breach of this Agreement.
- F. Each party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.
- G. If either party to this Agreement takes legal action to enforce the terms of the Agreement against the other, the losing party shall bear the legal fees and expenses of the prevailing party.
- H. This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the laws of Illinois, except provisions relating to conflict of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cook County, Illinois.
- I. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- J. This Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

14. ENTIRE AGREEMENT

This Agreement and the attachments referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order, or any other such document subsequently submitted by either party hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

<p>Renaissance Hotel Management Co, LLC</p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>Ben Grubb</u></p> <p>Title: <u>Director of Finance</u></p> <p>Date: <u>9/28/06</u></p> <p>Company Name: <u>Renaissance Schumburg Hotel and CC</u></p> <p>Company Address: <u>1551 N Thoreau Drive</u></p> <p>Company City, State, and Zip Code: <u>Schaumburg, IL 60173</u></p>	<p>AT&T GLOBAL SERVICES, INC.</p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>MALGORZATA SADKO</u></p> <p>Title: <u>Contract Management</u></p> <p>Date: <u>9/28/06</u></p>
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Attachment A
9-1-1 Locator ID Service

1. DESCRIPTION OF SERVICE

AT&T will, for the price herein, provide Customer the following Services:

A. Access to the Enhanced 9-1-1 Database

AT&T will provide to the Customer the ability to access the Enhanced 9-1-1 database to load, change or update station location information, related only to the Customer's Centrex or PBX telephone system, at the designated site(s) shown in Attachment B. AT&T will provide access to the database according to one of the 9-1-1 Locator ID Service configurations described below. The Customer shall select one of the service configurations.

- 1) **9-1-1 Locator ID Workstation Service.** The 9-1-1 Locator ID Workstation configuration is a web-server-based solution deployed in a secure Internet environment. The Customer will use a dialer built in either Windows 98 (or current version) or Windows NT 4.0 (or current version) on their personal computer. The dialer will connect the end users to the Locator ID web-server. Once logged into the web-server, the Customer may access the Enhanced 9-1-1 data related to their designated sites(s) and pre-identified telephone numbers provided on the Customer Profile Form to make the necessary additions and changes to the station location information. Confirmation that the changes were successful are provided to the Customer in near real time.
- 2) **9-1-1 Locator ID Direct File Exchange Service.** 9-1-1 Locator ID Direct File Service is a file exchange interface designed to accept fixed length data files containing additions and changes to the station location information contained in the Enhanced 9-1-1 database for the Customer's designated site(s). The files must be created in the format specified by AT&T and transmitted to AT&T using approved data transfer protocols contained in the 9-1-1 Locator ID Direct File Exchange Reference Guide. Customers will receive confirmation of changes in fixed length data files transmitted to the Customer the next time they access the system.

B. Project Management

AT&T shall assign a project manager to coordinate, manage, and control the configuration and testing of the elements of the Service. Any changes requested by Customer, which would significantly alter the project scope, shall follow a formal Change Control process to be developed by the AT&T Project Manager and approved by Customer.

C. Database Upload

The AT&T Project Manager will assist the Customer, as needed, to establish the required network connections to access the Enhanced 9-1-1 database.

D. Testing

Following completion of the database upload, AT&T will perform an acceptance test, in accordance with AT&T's standard testing procedures, to demonstrate that the Service meets the specifications contained in the documentation. The Acceptance Test Plan will be developed by the AT&T Project Manager.

E. System Training

AT&T will provide training for Customer personnel who will be responsible for the administration and operation of the Service. There will be up to four (4) hours of training provided as part of the one-time charge. AT&T will work with Customer to schedule training for Customer personnel. AT&T will provide Customer with at least seventy-two (72) hours notification prior to any training.

F. Documentation

Specific documentation will be provided to the Customer. One copy of 9-1-1 Locator ID User's Guide (for the Workstation configuration) OR 9-1-1 Locator ID Direct File Exchange Reference Guide (for the Direct File configuration).

2. DESCRIPTION OF OPTIONAL SERVICES

In conjunction with providing the Service, AT&T will, upon Customer request for an additional charge, provide Customer the following Services:

- A. AT&T shall perform data gathering (station reviews).
- B. AT&T will input the gathered data into the database.

NOTE: In the event AT&T performs such optional service(s), Customer shall be responsible to verify the accuracy and completeness of all information gathered or input, and to correct any errors.

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**Attachment B
Schedule, Site, Pricing, Optional Services**

1. IMPLEMENTATION SCHEDULE

Milestone	Date
Data gathering	11/20/06
Customer compiles initial location data	11/27/06
Training completed	12/4/06
Customer database upload	12/11/06

2. DESIGNATED SITE

The Service covers private telephone system stations located at the following Customer site(s):

1. 1551 NORTH THOREAU DRIVE
2.
3.
4.
5.

3. PRICES

Number of Stations	One-Time Charge	Monthly Rate
750	\$6,825.00	\$112.50
TOTAL 750	6,825.00	112.50

*Included: Training, Installation, and Shipping & Handling
(Tax to be determined)

Salesperson's Name: Paula Howard
 Company: AT&T
 Phone number: (708)784 9419
 Fax Number: (708)784 9419
 Salescode: P440557

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**Attachment C
Equipment Requirements**

1. For certain PBX configurations - If Customer chooses to utilize CAMA Trunk technology to deliver 9-1-1 calls, two(2) trunks are required. CAMA trunk costs are not included as part of the Locator ID Services Agreement.
2. For all installations: Customer must equip a personal computer with a modem and a standard, 2-way, seven-digit, dial (POTS) telephone line or suitable alternative for access to the service, testing and transmission of information to and from the database.

Minimum hardware and software requirements for the Workstation configuration and the Direct File configuration are shown below. Customer will choose which configuration to use.

A. Workstation Configuration

An IBM compatible computer with:
a Pentium II or better computer processor
VGA Monitor with graphics card
Hayes compatible 28.8 Modem or better
Dial up telephone line or suitable alternative
Windows version 98 (or later) or Windows NT version 4.0 or later
Microsoft Internet Explorer version 5.01 (or later)

B. Direct File Transfer Configuration

The Customer must provide hardware and software capable of accessing the AT&T Enhanced 9-1-1 TANDEM computer. Specific options are documented in the 9-1-1 Locator ID Direct File Exchange Reference Guide and may include CONNECT DIRECT, File Transfer Protocol (FTP), or personal computer software that supports the TANDEM proprietary protocol, inter exchange facility (IXF).

END OF DOCUMENT

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