

**RAVE MOBILE SAFETY  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and the attached exhibits, the "Agreement") governs the license of all Products and acquisition and use of all Services provided by Rave Wireless, Inc. d/b/a Rave Mobile Safety ("Rave"). By executing this Agreement and the related Rave order form attached as Exhibit A hereto ("Order Form"), Client agrees to all of the terms and conditions of this Agreement as of the date of last execution as set forth in the signature block ("Effective Date"). Each of Rave and Client shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used in this Agreement shall have the meanings assigned to them in Section 10 hereof and throughout this Agreement.

## 1. SERVICES AND PRODUCTS

**1.1 Services.** In consideration of the Fee(s) payable by Client pursuant to the Order Form, Rave shall provide the Client with (i) the Rave services specified in such Order Form, (ii) the related technical support services specified in Rave's Support and Service Level Policy ("Support"), and (iii) the license to Rave's related proprietary application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the Rave services, Support and Products referred to above in (i)-(iii), together with any Professional Services specified in the Order Form(s), are collectively referred to as the "Services".

**1.2 Products License.** Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicenseable right and license during the applicable License Term (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Client's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Client's payment of the Fees and all other amounts that may be payable with respect to the Products, Rave shall, during the applicable License Term, make any such updates and upgrades available to Client if and when generally released to licensees at no additional cost (not including any software marketed by Rave as a separate product or as a module for which additional fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Client acknowledges that Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights in and to the Products (and any and all derivative works thereof), and Rave expressly reserves all rights not expressly granted to Client hereunder. Notwithstanding the foregoing, Rave shall not own Client's End User data. Rave shall have no right to sell, transfer or give away any End User data or derivative work related to or containing any End User data.

**1.3 Product Restrictions.** Except to the extent otherwise expressly authorized by Rave under this Agreement, Client shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute the Products. Client will not use the Products for any purposes beyond the scope of or otherwise not in accordance with the licenses granted in 1.2 above. Without limiting the foregoing, Client will not (i) authorize or permit use of the Products by or for persons other than Administrators; (ii) assign, sublicense, sell, lease or otherwise transfer or convey the licenses granted hereunder; (iii) modify or create any derivative works of the Products (or any component thereof); or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Products is compiled or interpreted. Client hereby acknowledges that nothing in this Agreement shall be construed to grant Client any right to obtain or use such source code or any derivative works thereof. Client shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

## 2. TERM AND TERMINATION

**2.1 License Term and Agreement Term.** The initial term of each license to a Product under this Agreement shall be set forth in the attached Order Form ("Initial License Term"). Except as otherwise specified in such Order Form, each license will be automatically renewed on the same terms and conditions herein for successive one-year terms (each, a "Renewal License Term"), at Rave's then-current pricing, unless either Party provides written notice to the other Party of its intent not to renew such license at least ninety (90) days prior to the expiration date of the then-current License

Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product hereunder is in effect. The term of this Agreement shall commence on the Effective Date entered into by the Parties hereunder and, subject to any termination of this Agreement by a Party pursuant to Section 2.2 below, shall automatically expire upon the termination or expiration of all licenses granted under this Agreement ("Agreement Term").

**2.2 Termination for Breach/Bankruptcy.** Either Party may terminate this Agreement (or the license to any Product(s) hereunder) upon written notice in the event that the other Party fails to make a required payment hereunder or materially breaches this Agreement and thereafter (i) in the case of non-payment, has failed to pay such amounts within thirty (30) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the other Party) within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

**2.3 Effect of Termination.** Upon any termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Client, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all uncontested amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder. Without limiting the foregoing, upon any termination or expiration of the license to any Product(s) hereunder, Client's license rights in such Product(s) shall immediately terminate and Client shall immediately discontinue all use of such Products and Rave's related Confidential Information.

**2.4 Survival of Obligations.** The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement (or the license to any Products hereunder), including without limitation Client's obligations to pay any uncontested amounts due and outstanding hereunder and the provisions of Sections 1.3, 2.3, 2.4, 4, 5, 6, 7, 8, 9 and 10 hereof, shall survive termination or expiration of this Agreement (or the license to any Product(s) hereunder).

## 3. PROFESSIONAL SERVICES

Any Professional Services to be provided by Rave to Client shall be provided in accordance with the specific terms and conditions of the Order Form covering such Professional Services (and any Statement of Work attached thereto as an exhibit or otherwise incorporated by reference therein, "SOW"), including, but not limited to, the fees payable by Client to Rave thereunder.

## 4. FEES AND PAYMENTS

The license fees payable by Client for each Product and the fees payable for any related Professional Services are set forth in the attached Order Form covering such Product(s) and/or Professional Services, as the case may be (collectively, "Fees"). All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Client must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Rave reserves the right to charge, and Client agrees to pay, a late charge equal to the greater of one and one-half percent (1½%) or the highest rate

permitted by law, per month, on any amount that is not the subject of a reasonable, good faith dispute that is unpaid on the due date, and on any other outstanding balance.

## **5. CLIENT OBLIGATIONS**

**5.1 Client Operation.** Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Rave have any liability relating to Client's or any Administrators' failure to operate the Products in accordance with the Documentation.

**5.2 Client Compliance.** Client shall use the Services in compliance with all applicable laws, statutes, regulations, ordinances, rules or other requirements promulgated by governing authorities or otherwise imposed by Third Party Service Providers having jurisdiction over the Parties or the operation or use of the Services, including without limitation any contract provisions prohibiting Client from utilizing the Services to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restrictions set forth therein. In any event, Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out in a lawful manner; (iii) send messages to individuals who have opted out of receiving messages from Client; or (iv) use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Client be authorized to make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Client shall be responsible for the compliance by all Designated Institutions and their respective Administrators with all of the terms and conditions of this Agreement.

**5.3 Client Content.** If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding End Users to Rave or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Client Content"), Client represents and warrants that Client has any and all legal rights in and to such Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and use of the Services as contemplated by the Documentation or this Agreement.

## **6. LIMITED WARRANTY AND LIMITATIONS**

**6.1 Limited Warranty.** Rave hereby warrants, for the benefit of Client only, that the Products will conform in all material respects to the Documentation for a period of ninety (90) days after the Effective Date, provided that such warranty will not apply to failures to conform to the extent such failures arise, in whole or in part, from (i) any use of the Products other than in accordance with the Documentation or any other breach of this Agreement by Client or any of its Administrators, (ii) modification of the Products by Client or any third party, (iii) any combination of the Products with software, hardware or other technology not provided by Rave, or (iv) any action or inaction of any Third Party Service Provider or any other third party. Subject to the foregoing terms and conditions, Rave, at its sole option, will either replace the non-conforming Product or use commercially reasonable efforts to correct the non-conformance, at its own cost and expense; provided that Rave is notified in writing of such non-conformance by Client within thirty (30) days after the end of such ninety (90) day limited warranty period. This Section 6.1 contains the sole obligation of Rave and exclusive remedy of Client with respect to a warranty claim. Following the ninety (90) day warranty period, Rave shall continue to provide Support for the Products in accordance with the SLP. EXCEPT FOR THE LIMITED WARRANTY

EXPRESSLY SET FORTH ABOVE IN THIS SECTION 6.1, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Services or Products will meet Client's or any Designated Institution's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, the Client acknowledges and agrees that (i) Rave cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither Rave nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) Rave shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

**6.2 Limitation of Liability.** IN NO EVENT SHALL RAVE OR ANY RAVE REPRESENTATIVE BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF RAVE OR SUCH RAVE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, except for any claims covered under the indemnification obligations set forth in Section 8, the cumulative liability of Rave to Client and any third party for all claims arising from or relating to this Agreement and/or the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to Rave by Client hereunder during the sixty (60) month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, negligence, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

## **7. CONFIDENTIALITY**

**7.1 Mutual Confidentiality Obligations.** Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

**7.2 Confidentiality Exceptions.** The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; or (vii) is required to be publicly disclosed by the recipient pursuant to applicable freedom of information or sunshine laws. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and to allow the other party time to make a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings.

**7.3 Disclosure of Information about End Users.** Rave shall not rent, trade, give away or sell information regarding End Users (including, but not limited to, any Client Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Rave may disclose any such information to Third Party Service Providers and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall Rave or any Rave Representative be liable for the failure of Client or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

## **8. INDEMNIFICATION**

Except as otherwise provided below, Rave shall defend or, at its option, settle any claim, cause of action, suit, proceeding or other action brought by a third party (not including any non-practicing entity) against Client directly and to the extent arising out of (A) an allegation by such third party that any use of or access to a Product by Client as expressly authorized under this Agreement infringes any U.S. patent issued to such third party as of the commencement of the Agreement Term or (B) Rave's gross negligence or willful misconduct in the performance of the Services under this Agreement (each, a "Claim"), and Rave shall indemnify and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all appeals have been exhausted or at the time of a final settlement of such Claim by Rave (collectively, "Losses"), provided that Client gives Rave (i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii) such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Upon the occurrence of any Claim for which indemnity by Rave is or may be due under this Section 8(A), or in the event that Rave believes that such a Claim is likely, Rave may, at its option (I) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement (or the license to such Product hereunder) on written notice to Client and refund to Client any unused license fees under the then-current License Term. Rave shall not be liable for any costs or expenses incurred by or on behalf of Client in connection with any Claim for which indemnity by Rave is or may be due under this Section 8 without the prior written consent of an authorized officer of Rave which will not be reasonably withheld. Rave's indemnity obligations set forth in this Section 8 shall constitute Rave's entire liability and Client's sole remedy for any actual or alleged intellectual property infringement claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, Rave shall have no obligation or liability for any intellectual property infringement claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by Rave or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by Rave or any party expressly authorized by Rave in writing; (c) use of the Product

except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave in writing; (d) failure of Client to implement any updates and upgrades provided by Rave that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to Rave by Client or any of its Affiliates.

## **9. MISCELLANEOUS**

**9.1 Applicable Law/Dispute Resolution.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

### **9.2 [Section Intentionally Omitted]**

**9.3 Force Majeure.** Rave shall be excused from performance of its obligations under this Agreement if such a failure to perform results from acts of god, fire, strike, embargo, terrorist attack, war or any other military action, insurrection or riot or other causes beyond the reasonable control of Rave.

**9.4 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the Parties to the Agreement and addressed, if to Client, as set forth in the Order Form, or if to Rave, as follows:

**Rave Wireless, Inc.  
492 Old Connecticut Path 2<sup>nd</sup> Fl  
Framingham, MA 01701  
Attention: Chief Executive Officer**

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

**9.5 Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect; provided, however, that either Party, upon written notification to the other Party, may assign this Agreement in connection with any merger, consolidation, corporate restructuring, sale of any substantial portion of its assets, or any transaction in which more than fifty percent (50%) of its voting securities are transferred, unless any such successor or assignee of Client is a competitor of Rave, in which case Client must obtain Rave's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Rave and Client and their respective permitted successors and assigns.

**9.6 Independent Contractors.** Client and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

**9.7 Amendment/Waiver.** No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of the Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

**9.8 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

**9.9 Export Controls.** Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

**9.10 No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**9.11 U.S. Government Licensees.** Each of the components that constitute each Product is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government licensees acquire the Product with only those rights set forth herein.

**9.12 Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**9.13 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

**9.14 Reserved.**

**9.15 Entire Agreement.** This Master License and Services Agreement, together with the SLP and all attached Exhibits entered into by the Parties, sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event a conflict arises between this Master License and Services Agreement and the provisions of any other document comprising part of this Agreement, this Master License and Services Agreement will govern unless the other document expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

## **10. DEFINITIONS**

**10.1 "Administrators"** mean personnel of Client and Designated Institutions authorized by Client to access the Products on behalf and for the benefit of Client and such Designated Institutions, respectively.

**10.2 "Affiliate"** means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

**10.3 "Client"** means the client specifically identified on the Order Form(s) or in the signature block of this Agreement (if applicable).

**10.4 "Confidential Information"** means the documents, material or information relating to the Services and the Products, including, but not limited to, the Documentation, personally identifiable information regarding End Users. Confidential Information does not include any document, material or information that is an open record pursuant to the Missouri Sunshine Law.

**10.5 "Control"** and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

**10.6 "Designated Institution"** means any Affiliate and/or any other institution, organization, entity and person for whose benefit Client is licensing one or more Products hereunder as specified in the relevant Order Form.

**10.7 "Documentation"** means Rave's then-current standard product and user guides and/or related documentation generally made available to licensees of Products, as such Documentation may be modified by Rave, in its sole discretion, from time to time.

**10.8 "End Users"** means individuals associated with Client and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. **10.9 "Privacy Policy"** means Rave's Privacy Policy, as such Privacy Policy may be amended by Rave, in its sole discretion, from time to time.

**10.10 "Professional Services"** means the separate support offerings for Client that are not included as part of the Support, but are provided by Rave at an additional cost as specified in the applicable Order Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.

**10.11 "Rave Representatives"** means Rave and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.

**10.12 "Support and Service Level Policy"** or "SLP" means the Support and Service Level Policy for the Products set forth in Appendix 1 hereto.

**10.13 "Terms of Use"** means Rave's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by Rave, in its sole discretion, from time to time.

**10.14 "Third Party Service Provider"** means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

***[Remainder of Page Intentionally Left Blank.]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and officers.

CITY OF COLUMBIA, MISSOURI

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

Mike Matthes, City Manager

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

ATTEST:

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


Sheela Amin, City Clerk

APPROVED AS TO FORM:

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

Nancy Thompson, City Counselor

RAVE WIRELESS INC. d.b.a. RAVE MOBILE SAFETY

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

Name: TOM M.S. AMIN

Title: PRESIDENT & CEO

Date: 9<sup>th</sup> MARCH 2017

ATTEST:

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

Name: \_\_\_\_\_

**APPENDIX 1  
(TO RAVE MOBILE SAFETY MASTER LICENSE AND SERVICES AGREEMENT)**

**SUPPORT AND SERVICE LEVEL POLICY (“SLP”)**

**Purpose**

This SLP sets forth Rave’s undertakings with respect to providing customer support to the Client and the service levels associated with the Services provided to Client during the Term of the Agreement.

**1. Service Reliability.** Rave shall provide an uptime of 99% for the Services, subject to scheduled updates and maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an “Event”), Rave will assign a trouble severity code based on Rave’s assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	“ <b>Sev 1 Error</b> ” means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services.	20 minutes	30 minutes
Sev 2	“ <b>Sev 2 Error</b> ” means a non-catastrophic Event causing a significant component of the Services to fail or to perform materially different than expected, creating significant inconvenience to the Client.	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day.	2 hours
Sev 3	“ <b>Sev 3 Error</b> ” means an Event that: (a) has minimal current impact on the Client, and (b) causes a malfunction of a non-essential Product feature.	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day.	As appropriate

**2. Points of Contact and Escalations.** If Client experiences an Event, Client may contact Rave’s customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at [techsupport@ravewireless.com](mailto:techsupport@ravewireless.com).

- Non-Sev 1 Events are submitted via email at [techsupport@ravewireless.com](mailto:techsupport@ravewireless.com).
- For Sev 1 Events, Rave will provide continual support until the Event is resolved.

Client and Rave will exchange ticket numbers for tracking an Event beginning with the initial report of trouble. Client may be required to interface with any third party hardware and software vendors, carriers or other service providers.

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 <sup>st</sup> Point of Contact	Steven Sapp, Community Relations Director	573-874-7257	573-239-5335	Steven.Sapp@CoMo.gov
1 <sup>st</sup> Escalation	Sara Humm	573-874-7438		Sara.Humm@CoMo.gov
2 <sup>nd</sup> Escalation	Mark Neckerman	573-874-7111		Mark.Neckerman@CoMo.gov

**3. Carrier and Other Service Provider Related Service Guarantees.** Rave does not provide any service levels or support with respect to any carrier or other Third Party Service Provider. Rave's sole responsibility with respect to carriers and other Third Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

**4. Change Control Management/Update Management.**

- A. Product Modifications by Rave: Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- B. Implementation of Updates/Maintenance: Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Client by Rave.
- C. Service Interruptions and Advanced Notification Requirements: Rave will provide Client with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

Unless otherwise arranged, Rave will perform planned service interruptions within a maintenance window from Monday to Sunday between the hours of 05:00 AM to 07:00 AM Eastern Standard Time.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "Emergency" shall mean that Rave has become aware of a problem that, if an immediate remedy is not implemented, will prevent Rave from continuing to support and provide the elements and aspects of the Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether Rave has achieved its service uptime goal.

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**EXHIBIT A**

**LICENSE & SERVICES ORDER FORM ("ORDER FORM")**

**CLIENT INFORMATION:**

CLIENT NAME ("CLIENT"):	City of Columbia Missouri
ADDRESS:	701 E Broadway
	Columbia, MO 65201-4472
CONTACT NAME/TITLE:	Steven Sapp / Public Information Specialist
PHONE:	(573) 874-7257
EMAIL:	steven.sapp@como.gov

<b>INITIAL LICENSE TERM:</b>	April 1, 2017 through March 31, 2022
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**FEES INFORMATION:**

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
CAP inbound/outbound API for Rave Alert for Public Safety	Population	115,000.00	\$0.00
Premium SMS Messaging for Rave Alert for Public Safety	Population	115,000.00	\$0.00
Rave Alert for Public Safety	Population	115,000.00	\$13,000.00
Rave Alert for Public Safety Social Media Integration	Population	115,000.00	\$0.00

Annual License Fee(s):	\$13,000.00
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PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee
IPAWS	\$0.00
Premium SMS Messaging for Rave Alert Setup	\$0.00
Rave Alert for Public Safety One-Time Setup	\$2,000.00
Rave Alert Social Media Integration Setup	\$0.00

Total Set-Up Fee(s):	\$2,000.00
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TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	5	\$13,000.00	\$65,000.00
One-Time Fees (Set Up & Integration):			\$2,000.00
Total Fees			\$67,000.00

<b>Fees Payable Net 30:</b>	<b>\$15,000.00</b>
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**STANDARD CONDITIONS:**

- Fees Payable.** Client shall pay to Rave, or its designee the uncontested Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 10% annually) following the Initial License Term or any Renewal License Term, as the case may be.
- Rave Alert.** Allows Client to send an unlimited number of text, email and RSS messages using the Rave Management Console. Text messages sent via Rave Alert Peer-to-peer groups or Outbound CAP API for Rave Alert over SMTP are free, if the product defaults are



overridden, text messages sent using other methods are \$.03 per message. If applicable, these additional per message fees (\$.03 per SMPP message) are billed quarterly in arrears.

3. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
4. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave.
5. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

**SPECIAL CONDITIONS:**

Rave will not be responsible for loading of landlines

## EXHIBIT B

### SUPPLEMENTAL TERMS AND CONDITIONS

1. **Insurance.** Rave shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City of Columbia's review or acceptance of insurance maintained by Rave is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Rave under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
  - a. **Workers' Compensation & Employers Liability.** Rave shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
  - b. **Commercial General Liability.** Rave shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - c. **Business Auto Liability.** Rave shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Rave does not own automobiles, Rave agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - d. Rave may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Rave agrees to endorse Client as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
  - e. With the exception of Workers' Compensation, the City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Agreement between Rave and Client. Rave is required to maintain coverages as stated and required to notify Client of a Carrier Change or cancellation within two (2) business days. Client reserves the right to request a copy of the policy.
  - f. The Parties hereto understand and agree that Client is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to Client, or its elected officials or employees.
  - g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Client fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, Client shall have the right to cancel and terminate this Agreement without notice.
  - h. The insurance required by the provisions of this article is required in the public interest and the Client does not assume any liability for acts of the Rave and/or their employees and/or their subcontractors in the performance of this Agreement.
2. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Client may terminate this agreement at the end of its current fiscal year. Client agrees to give written notice of termination to RAVE at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Client will pay to the RAVE all regular uncontested contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the Client or the RAVE.
3. **Employment of Unauthorized Aliens Prohibited.** Rave shall comply with Missouri State Statute section 285.530 in that Rave shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the Rave shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Rave shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Rave shall require each subcontractor to affirmatively state in its contract with Rave that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Rave shall also require each subcontractor to provide Rave with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

4. **General Laws.** Rave shall comply with all federal, state and local laws, statutes, ordinances, and rules and regulations.
5. **Public Records Act.** Client is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended. Rave agrees to maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. The City of Columbia Records Custodian shall serve as the custodian of records for open records requests. Rave shall provide access, at no additional costs, to the City of Columbia records custodian or his or her designee to all records to allow for the timely fulfillment of Sunshine requests.
6. **Equal Opportunity Employment/Nondiscrimination.** It is the policy of the City of Columbia that all contractors who provide goods and services to the City of Columbia by contract/agreement, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following: (a) Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder; (b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder; (c) Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964, and the regulations promulgated thereunder; and (d) Chapter 12 of the City of Columbia's Code of Ordinances. All contractors shall, as a condition of providing goods and services, as required by state and federal law and the City of Columbia's Equal Opportunity Employment/Nondiscrimination ordinance, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry or disability.
7. **Data Ownership and Security.** Rave and its Products shall comply with the requirements of this Section. Rave shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.
  - a. Rave further covenants that any data entered into the software from the City of Columbia, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the City or its customers or users of the Products. Rave shall not sell or give away any such City Data.
  - b. Rave shall maintain the security of City Data and that of Client's customers and any user that is stored in or in any way connected with the Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.
  - c. **NO HARMFUL CODE:** Rave warrants that the Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. Rave shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.
8. **Records Retention.** Pursuant to Missouri Law, both Parties agree that all records shall be retained in accordance with Missouri law and records retention schedules adopted by the Local Records Board. At the close date for this Agreement, either through agreement duration or termination, Rave shall provide to Client at no additional cost a method of migrating or exporting all electronic records or data in a usable basis in a method and format acceptable to Client.