



**BETA PARTICIPATION
PRODUCT EVALUATION LICENSE ORDER FORM ("ORDER
FORM")**

LICENSEE INFORMATION:

LICENSEE NAME ("Licensee"):	Alachua County BoCC
ADDRESS:	12 SE 1 st St, Gainesville, FL
CONTACT NAME/TITLE:	Keith Godwin, 911 Coordinator
PHONE:	352-338-3285
EMAIL:	kgodwin@alachuacounty.us

RAVE PRODUCTS:

- Rave911 Streaming Video - Beta Access. 1 License per Licensee's existing Rave Command View license

EVALUATION PERIOD:

The Evaluation Period begins on the Effective Date. Evaluation Period ends upon reaching the first of any milestones provided below or documented within the Product Evaluation License Agreement:

- When the Rave Products are made generally available for sale to Rave's current and prospective customers
- When the Licensee's contracted term for the Rave911 services ends

AUTHORIZED USE:

Licensee is granted access to Rave Products for the sole purpose of providing feedback to Rave on the usability, quality, fitness of use, operational value, and anticipated uses for this technology. As experimental software, licensed Rave Products are not to be relied upon for identifying or responding to an actual emergency. In exchange for this service, Rave may provide opportunities for Licensee to submit feedback for ongoing development of the Rave Products. Licensee is further provided with the opportunity to gain "hands-on" experience with the Rave Products without any obligation to purchase any future commercially offered version of the Rave Products.

LICENSEE DUTIES:

Licensee agrees to report any potential use cases, applications, and suggestions for the Rave Products. Licensee also agrees to report flaws, errors or imperfections, unexpected or undesirable behaviors, limitations or omissions in the Rave Products or other materials where Licensee has been granted access. Licensee understands that reporting such information is the purpose of the evaluation and will participate in opportunities provided by Rave to provide such feedback.

FEES: [None]

STANDARD CONDITIONS:

1. **Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
2. **Product Evaluation License Agreement.** By signing this Order Form, Licensee agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Product Evaluation License Agreement which is hereby expressly incorporated by reference in this Order Form as set forth in the following URL of Rave: <http://terms.ravewireless.com/terms/evaluation.html> ("Agreement") or as otherwise attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Licensee agrees to license the Product(s) listed above subject to all of the terms and conditions of the Agreement. Licensee's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Licensee executing this Order Form has full authority to bind Licensee and its Affiliates to the terms and conditions of the Agreement.

- 2.1 The indemnification referenced in paragraph 8 of the Rave Mobile Safety Product Evaluation License Agreement shall not be construed as a waiver of the County's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §768.28 Florida Statutes



- 2.2 The parties agree that F.S. Chapter 119, otherwise known as the "Public Records Law" to the extent not preempted by Federal law applies to the parties under this Agreement. The parties agree that they will coordinate for the handling of public records requests and resolution of issues surrounding the question of what are public records for purposes of this Agreement in accordance with the requirements of Chapter 119, Florida Statutes.

IF RAVE WIRELESS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND THE REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL kgodwin@alachuacounty.us, PHONE (352) 338-7361, or US Mail at 911 SE 5th Street, Gainesville FL, 32601

3. **Confidentiality.** In addition to the Confidential Information defined in Section 10.4 of the Agreement, Confidential Information shall also include all activates related to participation in the Agreement, including Licensees participation in the Agreement, observed Rave Products functionality including flaws, errors or imperfections, unexpected or undesirable behaviors.
4. **Future Work.** Rave Products licensed via this agreement are experimental. This Order Form and Agreement shall not create any obligation for Rave to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop Rave Products either to Licensee or to any other party. Should a commercial version of the Rave Products be made available, the commercial offering may have features or functionality that are different from those found in the Rave Products licensed hereunder.
5. **Purchase Orders.** Licensee agrees that if its internal procedures require that a purchase order be issued as a condition to licensing the Products, Licensee will timely issue such purchase order to Rave. Notwithstanding the foregoing, Licensee agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Licensee's obligations under the Agreement.
6. **Services.** Licensee is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s).
7. **Termination.** In addition to the Survival Obligations defined in the Agreement, the rights and obligations of the parties set forth in Standard Conditions sections 3 and 4 shall survive termination or expiration of this Agreement for any reason.

AGREED AND ACCEPTED:

LICENSEE: Chair, Alachua County BoCC

By:

Name:

Title:

Date:

RAVE WIRELESS, INC. d/b/a Rave Mobile Safety

By:

Name:

Title:

Date:

A handwritten signature in black ink, appearing to be "Will", written over the "Name:" label for Rave Wireless, Inc.

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

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Order Forms entered into by the Parties, 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 or any related Rave order form that incorporates this Agreement by reference therein or is otherwise attached as an exhibit hereto ("Order Form"), Client agrees to all of the terms and conditions of this Agreement as of the "Effective Date" of such Order Form specified therein with respect to the Products and Services covered under such Order Form. 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(s), Rave shall provide the Client with (i) the Rave services specified in such Order Form(s), (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.

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 applicable 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 of the initial Order

Form 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 five (5) 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 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 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 relevant 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 applicable 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 will be responsible for payment of all such taxes (other than taxes based on Rave's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of any Fees, the grant of license rights or the delivery of Services under the Agreement. Client must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within ten (10) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period. 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. 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, 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 twelve (12)-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 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 made 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 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 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 (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, 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. 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. To the extent permitted by applicable law, in connection with any intellectual property infringement claim against Rave and/or any Rave Representative by a third party arising out of any actions or omissions by Client covered by (a)-(e) in the preceding sentence, Client shall defend, indemnify, and hold Rave and each Rave Representative harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities to the extent arising out of any such claim against Rave and/or such Rave Representative by a third party (including without limitation any End User or governmental agency), provided that Rave gives Client (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 Client may reasonably request, at Client's expense, in connection with such defense and/or settlement. Client shall not be liable for any costs or expenses incurred by or on behalf of Rave in connection with any intellectual property infringement claim for which indemnity by Client is or may be due under this Section 8 without the prior written consent of any authorized officer of Client.

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 Commonwealth of Massachusetts without giving effect to its rules regarding conflicts of laws, and subject to the alternative dispute resolution provision set forth below or otherwise in connection with any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, each Party irrevocably submits to the jurisdiction of the Federal courts located within the Commonwealth of Massachusetts in connection with any and all causes of action between the Parties arising from or in relation to this Agreement. Except as provided in the preceding sentence, the Parties agree that any and all disputes regarding this Agreement that cannot be resolved through negotiations between the designated representatives from each Party within thirty (30) days of the date the dispute arose shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") at its Boston, Massachusetts location. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the AAA. Any such arbitration will be conducted by a single arbitrator, and the arbitrator will issue his/her award in writing with findings. The decision of the AAA shall be binding as between the Parties, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.2 Services Outside the US. If Client is interested in purchasing Services for delivery outside of the United States, Client acknowledges and agrees that, in addition to any restrictions that may be imposed on Client by any Third Party Service Provider, any such territory outside the United States may impose its own restrictions resulting from applicable law, telecommunication or internet infrastructure limitations, telecommunication or internet service provider policies, or communication device customizations that inhibit or prevent the delivery of SMS, text or other messaging, or restrict the ability to place or receive certain calls (e.g., outbound toll-free calls). Such restrictions may impede certain aspects of the Services. Rave shall not be responsible for any such impediments or any unavailability of the Services as a result thereof.

9.3 Force Majeure. Rave shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war or any other military action, acts of local, state or national governments or public agencies, 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, 2nd Floor
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. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

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 Signatures. This Agreement may be executed in the signature block below (if applicable) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. This Agreement may be executed by facsimile or electronic signature. Notwithstanding the foregoing, this Agreement will be deemed to be executed upon the execution by the Parties of any Order Form incorporating this Agreement by reference therein.

9.15 Entire Agreement. This Master License and Services Agreement, together with the SLP and all Order Forms (and SOWs, if applicable) 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 terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.

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. During the Agreement Term, Client may be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

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.

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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 99.999% for the Services, subject to scheduled updates and scheduled 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	"Sev 1 Error" means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	"Sev 2 Error" 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 hour
Sev 3	"Sev 3 Error" 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.

- Non-Sev 1 Events are submitted via email at 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 st Point of Contact				
1 st Escalation				
2 nd Escalation				

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.

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.

5. Availability.

Rave will have no liability for unavailability of any Services caused, in whole or in part, by Client's use of the Services other than in accordance with the terms and conditions of the Agreement or the Documentation, by any Designated Institution's operation or End User's use of the Services other than in accordance with Rave's applicable then-current Terms of Use, or for any causes beyond the reasonable control of Rave or that are not reasonably foreseeable to Rave, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, the failure or unavailability of any services provided by Third Party Service Providers or Emergency Service Providers, or any inaccuracy or insufficiency in any information regarding End Users.

6. Service Credits.

Credits for Failure to Achieve Service Level Standards: If Rave experiences any Severity 1 Downtime during a particular month, Client shall also be eligible to receive a credit equal to the pro rated dollar value of three (3) times the actual number of minutes during such month related to the service level failure. "Downtime" means the total number of minutes during such month that the Service was unavailable at a Sev 1 Severity Code during that month.

7. Credit Requests and Payment.

To request a credit, Client must send an email to Rave at finance@ravemobilesafety.com within ten (10) days of the end of the calendar month in which the failure occurred. Client must include the Client Name, Contact Name and email address, and dates and times of unavailability. If Rave confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

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