FIRST AMENDMENT AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

RAVE WIRELESS, INC.

FOR SMART911 SYSTEM

This is a First Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Rave Wireless, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY previously received funding under the E911 State Grant Program to provide an enhanced ALI database; and

WHEREAS, the COUNTY and the CONTRACTOR did enter into an Agreement dated December 8, 2011, to provide the enhanced ALI database; and

WHEREAS, the original Agreement is set to expire on September 30, 2014, which coincides with the end of the E911 State Grant funding; and

WHEREAS, the COUNTY desires for the CONTRACTOR to continue to provide the enhanced ALI database, and the CONTRACTOR desires to perform such services subject to the terms of this First Amendment to Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1.1 The foregoing recitals are true and correct and incorporated herein.

1.2 The term of this Agreement shall be extended for a three (3) year period commencing October 1, 2014 and ending September 30, 2017. The Agreement prices shall prevail for the full duration of the initial term. No increases in price shall be permitted unless duly approved by both parties hereto. There shall be no automatic renewal.

1.3 If the CONTRACTOR is deemed to be a "contractor" as that term is defined in Section 119.0701, Florida Statutes, CONTRACTOR shall comply with all of the Florida public records' laws.

1.4 The COUNTY shall pay to the CONTRACTOR the annual fee of $31,500.00 upon receipt of an invoice from the CONTRACTOR.

1.5 CONTRACTOR shall submit invoices in duplicate to the Department of Public Safety, ATTN: Greg Holcomb, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain a reference to this Agreement, a detailed description of services and fees, dates and location of delivery of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

1.6 All other provisions of the original Agreement dated December 8, 2011 shall remain in full force and effect unless otherwise formally amended by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 16 day of December, 2014, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

RAVE WIRELESS, INC.

Print Name: Tom M.S. Axbey
Title: President & CEO

This 11th day of December, 2014.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Jimmy Conner, Chairman

This 16th day of Dec., 2014.

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

RAVE WIRELESS, INC.

FOR SMART911 SYSTEM

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Rave Wireless, Inc., a Delaware corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY is a recipient under the E911 State Grant Program for funding to provide an enhanced ALI database;

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by reference. Additional terms and conditions are contained within **Exhibit B**, attached hereto and incorporated herein by reference, hereinafter the "Standard Terms and Conditions," but in the event of a conflict between such terms and conditions and this Agreement, the provisions of this Agreement shall control. The following provisions shall supersede or modify the Standard Terms and Conditions shown in **Exhibit B**:

A. Indemnification Provisions: All references in the Standard Terms and Conditions requiring the COUNTY to indemnify the CONTRACTOR, shall be modified to state that the COUNTY shall only indemnify the CONTRACTOR to the extent permitted by Section 768.28, Florida Statutes. Nothing within the Standard Terms and Conditions shall waive the County's sovereign immunity under Florida Law.

B. Confidentiality Provisions. All references to Confidentiality or Confidential Information, or restrictions upon the release thereof, shall not restrict the COUNTY from complying with the Florida

Public Records' laws contained within the Florida Statutes. The CONTRACTOR agrees and acknowledges that the COUNTY is subject to the Florida Public Records' laws and shall be prohibited from penalizing the COUNTY for release of any information as requested by a third party under such laws.

C. Arbitration Provisions. The arbitration provisions shall be deleted and of no force and effect as against the COUNTY.

D. Automatic Renewal Provisions. There shall be no automatic renewals of this Agreement.

E. Governing Law. All references to laws governing this Agreement, or venue, or any similar item, shall be changed to the laws of the State of Florida.

2.2 This Agreement shall be effective for a three (3) year period commencing October 1, 2011 and ending September 30, 2014. The Agreement prices shall prevail for the full duration of the initial term. No increases in price shall be permitted unless duly approved by both parties hereto. There shall be no automatic renewal.

2.3 The CONTRACTOR agrees to notify Subscribers who have provided a residential address or zip code located within Lake County of discontinuation of services upon the termination of this Agreement.

2.4 The CONTRACTOR shall coordinate, cooperate, and work with any other consultants retained by the COUNTY.

2.5 CONTRACTOR acknowledges and agrees that this Project is being supported in whole or in part by Federal and/or State funding. Therefore, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties on behalf of Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

Article 3. Payment

3.1 The COUNTY shall pay CONTRACTOR for the services rendered herein the price of **$106,500.00** divided as follows: (a) an annual license fee of $31,500 for seven (7) call taker positions at $4,500.00 per position to be licensed for three years, (b) six (6) backup positions at no additional charge; and (c) a one-time set up and integration fee of $12,000.

3.2 The COUNTY shall remit payment for the first year's fee in the amount of **$43,500.00** in two (2) installments. Within thirty days after the date the Agreement is executed; COUNTY shall remit payment

for the first installment of first year's fee in the amount of **$21,750.00.** The second installment of first year's fee in the amount of **$21,750.00** shall be paid within thirty days after the date CONTRACTOR can demonstrate the system is operational. Each year thereafter, for years two and three, the COUNTY shall remit to the CONTRACTOR the annual fee of $31,500.00 upon receipt of an invoice from the CONTRACTOR.

3.3 CONTRACTOR shall submit invoices in duplicate to the Department of Public Safety, ATTN: Greg Holcomb, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain a reference to this Agreement, a detailed description of services and fees, dates and location of delivery of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of contract and the contract may be terminated.

3.5 Other than the rates set forth herein, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONTRACTOR hereby agrees that its rates are fully loaded and include all overhead and administrative expenses.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

4.2 COUNTY shall reimburse CONTRACTOR in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 Upon request, COUNTY will provide to the CONTRACTOR all necessary and available data the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein..

5.2 Termination. This Agreement may be terminated by the COUNTY for reasons provided hereunder upon thirty (30) days advance written notice to the other party; but if any service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service(s) is completed and accepted.

A. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

B. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for services satisfactorily performed under this Agreement.

5.3 Assignment of Contract. This Agreement shall not be assigned except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subject the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

5.4 Insurance. CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR, or by anyone for whose acts CONTRACTOR may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/$2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not

required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 per claim..

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability damages, and accidents as set forth herein.

5.5 Indemnity. See Standard Terms and Conditions contained within **Exhibit B**. All references in the Standard Terms and Conditions requiring the COUNTY to indemnify the CONTRACTOR, shall be modified to state that the COUNTY shall only indemnify the CONTRACTOR to the extent permitted by Section 768.28, Florida Statutes. Nothing within the Standard Terms and Conditions shall waive the County's sovereign immunity under Florida Law.

5.6 Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. This section intentionally deleted.

5.8 Return of Materials. This section intentionally deleted.

5.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.10 Accuracy and Warranty. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its work product or services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONTRACTOR agrees that the services provided under this Agreement shall be covered by the most favorable commercial warranty that CONTRACTOR gives to any customer for comparable services.

5.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.12 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold

amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.13 Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.14 Public Records/Copyrights.

A. CONTRACTOR agrees to comply with the Florida "Public Records" law, Chapter 119, Florida Statutes. Files and papers pertaining to activities performed for or on behalf of the COUNTY maybe considered public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. Except as otherwise permitted by law, exempt or confidential records are not available for inspection. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

5.15 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. All references contained within **Exhibit B** to a venue or law governing this Agreement in any location other than Lake County, Florida shall be superseded by this section.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR: If to COUNTY:

Rave Wireless, Inc.
50 Speen Street, Ste. 301
Framingham, MA 01701
ATTN: CEO

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Cc: Greg Holcomb
Dept. of Public Safety
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following exhibits, all of which are attached hereto and incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Standard Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 6th day of December, 2011, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

RAVE WIRELESS, INC.
Jenna Keith
Name: Jenna Keith
Title: VP Finance + Admin

This 26 day of October, 2011.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

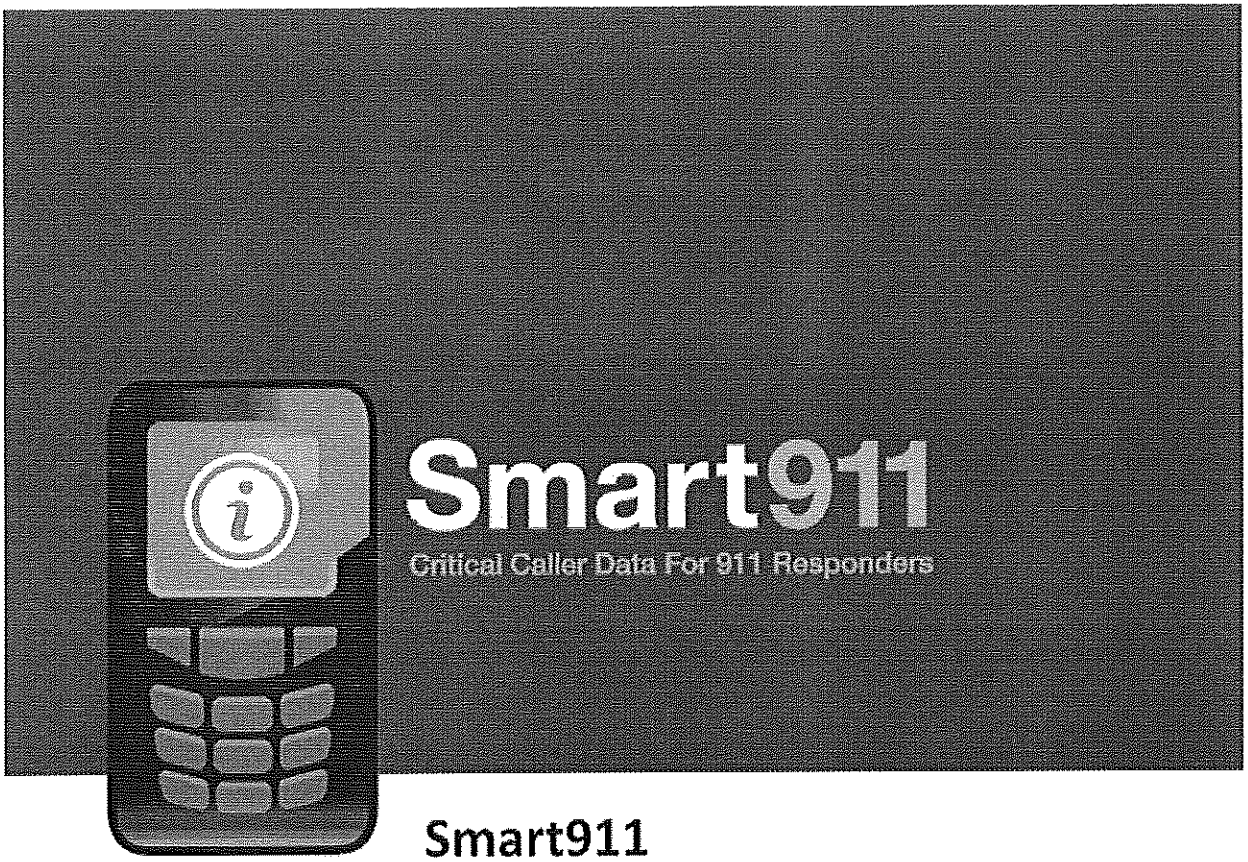
Leslie Campione, Chairman

This 8th day of Dec, 2011.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A
SCOPE OF SERVICES



Smart911

Statement of Work (SOW)

LAKE COUNTY FLORIDA

9/22/2011

Rave
MOBILE SAFETY

1 Management Summary

This Statement of Work covers the effort necessary to implement Smart911. Day 1 in this document refers to the working day following the execution of this agreement and marks the beginning of the proposed schedule. Smart911 will provide call takers, dispatchers and first responders with additional critical caller data about subscribed callers in order to speed response times and improve response effectiveness. This SOW includes integration of the Smart911 service into the Lake County's PSAPs, configuration of the hosted Smart911 service, access to the Smart911 First responder/dispatcher portal, installation of the Smart911 client on selected workstations and necessary technical support and user training. This SOW also outlines the responsibilities of the Client and the supported PSAP to ensure project success. Unless otherwise noted, all work will be performed remotely.

2 Summary of Smart911 Components

Below is a summary of the Smart911 components being delivered as a part of the deployment.

Item	Description
Smart911 License	License to access hosted, secure national database of Smart911 citizen profiles.
Smart911 First Responder Portal	Hosted, secure online portal providing first responder and dispatchers access to subscriber account profiles for active cases based on userid, password and case ticket number (which is generated by Smart911)
Smart911 CPE Server Software	Software installed on local server which listens to the ALI spill, queries the Smart911 SaaS Server and broadcasts results on the local network to the Smart911 Workstation client.
Smart911 Client Workstation Application	Lightweight .exe installed on work station that interacts with CPE server to provide call taker or dispatcher with customer profile data via an embedded, pop-up web browser.
Smart911 Administration Portal	Hosted, secure online portal providing administrative functions such as user management and reporting.
Smart911 SMS License	License to utilize Smart911's SMS chat functionality.

3 Roles and Responsibilities

Below is a summary of the roles and responsibilities for the deployment.

Rave Mobile Safety	Client
Provide a copy of this SOW and Smart911 Launch Form.	Identify Functional and Technical contacts, as well as appropriate backups
Project management and executive support.	Project management and executive support.
Provide the Smart911 CPE and Profile viewer software. Procure Hardware for Local Smart911 Servers.	Procure internet connectivity for Smart911 CPE.
Facilitate the installation of the Smart911 CPE and Client Workstation Applications.	Installation of the Smart911 CPE and Client Workstation Software. Allow for VPN access, or Webex desktop share or some other sort of control of CPE Server and Client Workstations to facilitate Smart911 Support from Rave for install
Perform the necessary set up and configurations to track citizen registrations and PSAP usage data for reporting purposes	Integration of information available from Smart911 into the correct PSAP procedures and best practices as well as any training required to ensure proper implementation of those procedures
Configurations to ensure proper parsing of the ALI spill.	Provide access to the ALI Spill. Allow for VPN access, or Webex desktop share or some other sort of control of CPE Server and Client Workstations to facilitate Smart911 Support from Rave
Rave will provide the following training services: > 2 training sessions via WebEx in a "Train the Trainer" format > Training tools (powerpoint decks, Administration Guide, etc) > Provide sample SOPs and FAQ documents	Training of call takers, dispatchers, and supervisors that will be utilizing Smart911.
Provide access to Smart911 First Responder Portal	Training of necessary personnel to provide First Responder Portal access.
Provide 24x7 phone and email technical	Provide IP addresses and/or ranges from your

support as well as 8x5 phone and email support for non-critical support questions	network in which we can expect to receive traffic and work with Rave Mobile Safety to test and troubleshoot any connectivity issues.
Rave Mobile Safety will provide the following Marketing tools: > Marketing best practices and communication channel overview > Marketing asset templates, including web banners for municipal web sites, press kit, and example newsletters for schools and community outreach groups > As part of the early adopter program, Rave will also customize all marketing materials per the needs of the County and participating municipalities	Broad public awareness campaign to ensure citizen adoption. Examples include: inclusion of registration links on community web sites; inclusion of registration reminders in written communications with citizens; email marketing campaigns; and distribution of registration information through community channels such as schools, elderly centers, hearing disabled communities and libraries.

4 Proposed Schedule

Milestone	When
Client and Rave Mobile Safety execute SOW.	Day 0
Rave sends Welcome email to Client with Launch Form, Admins guides, Training Materials and other pertinent implementation documents	Week 1
Client identifies project manager and technical contacts.	Week 1
Smart911 Kickoff	Week 1
Rave Provides Smart911 CPE and Workstation Software	Week 1
Client Returns Smart911 Launch Form to Rave	Week 1
Rave will provide CPE Server available for software installation	Week 2
Client installs CPE Software and Workstation Software	Week 2
Client provides access to CPE Server and Workstations for Rave to complete configurations (May be VPN, Webex etc)	Week 2
Rave completes CPE Server and Workstation Configurations	Week2
Client makes personnel available to assist Rave with testing	Week 2
Training and continued testing	Week 3

Deploy Marketing Plan, Go-Live	Week 4

* "Week" refers to Working Weeks starting with the Week following the return of an executed copy of this SOW to Rave Wireless.

Delays in this schedule by Client may impact subsequent activities.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

RAVE WIRELESS, INC. ("Rave")
50 Speen Street
Suite 301
Framingham, MA 01701
508-848-2484

SMART911 ORDER FORM

Client Information	
Client Name:	Lake County 9-1-1
Client Address:	PO Box 7800
Client City, State, Zip:	Tavares, FL 32778

Contact Information	
Contact Name:	Gregory Holcomb
Contact Title:	911 Coordinator
Contact Email:	gholcomb@lakecountyfl.gov
Contact Phone:	

Contract Term		
Effective Date:	7/29/11	
Term Length:	3.00	Year (s) commencing on Effective Date
Invoicing:	Annual	

License Application Fees:			
	# of Call Taker Positions	Annual License Fee per Position	Annual License Fee
Smart911	7	$ 4,500.00	$ 31,500.00
Smart911 Back Up positions	6	Included	$ -
One-Time Fees (Set Up & Integration):			
Smart911 Remote Set-up and Configuration including hardware for two PSAPs			$ 12,000.00

Total License Application Fees:	3.00	Year(s) @	$ 31,500.00	per year	$ 94,500.00
One-Time Fees (Set Up & Integration):					$ 12,000.00
				Contract Total:	$ 106,500.00

Fees Payable Net 30	**$ 43,500.00**

Standard Conditions:

1. By signing this Order Form, Client agrees to purchase/license the products and services listed above. Client's offer to purchase becomes a binding commitment upon signing of this Order Form by both parties.

2. Rave's Licensed Applications Terms and Conditions apply and may be viewed at http://terms.ravewireless.com By signing this Order Form, Client agrees to such terms and conditions.

3. Support for Licensed Applications shall be provided in accordance with Rave's Support and Service Level Policy, which may be viewed at http://terms.ravewireless.com

4. Purchase Orders.

a. Required. Client will inform Rave and will issue a Purchase Order to Rave. If Client requires a Purchase Order, and fails to provide the Purchase Order to Rave, then Rave will not be obligated to provide the Services until the Purchase Order has been received by Rave.

b. Not Required. If Client does not require a Purchase Order number, Client will provide Rave a waiver of the Purchase Order requirement, which may be an email to this effect. If Client waives the Purchase Order requirement, then: (a) Rave will invoice Client without a Purchase Order; and (b) Client agrees to pay invoices without a Purchase Order.

5. All fees are payable thirty (30) days from date of invoice.

6. Annual fees are due on or prior to the Effective Date and the annual anniversaries of the Effective Date. Rave reserves the right to increase the Annual License Fee by up to 10% annually after initial Term.

7. The Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run software.

Special Conditions:

Agreed to and Accepted:	
Lake County 9-1-1	**Rave Wireless, Inc.**
By:	By: Jenna Keith
Name:	Name: Jenna Keith
Title:	Title: Vice President, Finance & Administration
Date:	Date: 10/26/2011

PLEASE FAX COMPLETED AND SIGNED ORDER FORM TO 917-591-9105.

Rave Wireless, Inc.
Licensed Application Terms and Conditions

1. DEFINITIONS.

"Administrators" means Client personnel authorized by Client to access the Licensed Applications on behalf and for the benefit of Client.

"Agreement" means these Terms and Conditions, any Order Form, the SLP, and any other exhibits, appendices, or terms attached to, or otherwise expressly incorporated into, these Terms and Conditions, any Order Form or the SLP by the written agreement of the parties.

"Client" means the client set forth on an Order Form.

"Confidential Information" means the terms of this Agreement and any material or information relating to a party's research, development, products, product plans, services, clients, client lists, students, personnel, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such party treats as proprietary or confidential. Without limiting the foregoing, the Licensed Applications and Documentation shall constitute Confidential Information of Rave.

"Documentation" means Rave's standard product and user guides and/or related documentation generally made available to licensees of Licensed Applications, as such Documentation may be modified by Rave from time to time.

"End Users" means individuals affiliated with Client who register with Rave to receive messages from or otherwise utilize the benefits of the Licensed Applications.

"Effective Date" shall mean the effective date set forth in an Order Form.

"Licensed Application(s)" shall mean Rave's proprietary application software product(s) licensed by Client pursuant to an Order Form.

"Order Form" shall mean a Rave Licensed Application order form that sets forth the Licensed Applications licensed by the Client and which references these Terms and Conditions.

"Rave" means Rave Wireless, Inc., a Delaware corporation.

"SLP" means the Rave Support and Service Level Policy referred to in the Order Form.

"Term" shall have the meaning set forth in Section 6.

"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 utilization of the Licensed Applications by End Users.

2. LICENSE AND USAGE OF LICENSED APPLICATIONS

2.1 License. Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable right and license during the Term (i) to access and operate the Licensed Applications; and (ii) to permit Administrators to access the features and functions of the Licensed Applications. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Licensed Applications. Subject to Client's payment of all fees and other amounts that may be payable with respect to the Licensed Applications, Rave shall, during the Term, make any such updates and upgrades available to Client if and when released to licensees at no additional cost. Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Licensed Application and shall be subject to all terms and provisions set forth in this Agreement.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable right and license during the Term to make copies of the Documentation provided by Rave, solely for Client's internal use by Administrators. Client may not modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation.

2.3 Ownership. Client acknowledges that Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to the Licensed Application and the Documentation, and Rave expressly reserves all rights not expressly granted to Client hereunder.

2.4 Availability/Support. Rave shall provide technical support for the Licensed Applications in accordance with the SLP. Rave will have no liability for unavailability of the Licensed Application caused, in whole or in part, by Client's use of the Licensed Application other than in accordance with the terms and conditions hereof or the Documentation 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 or the failure or unavailability of any services provided by Third Party Service Providers.

2.5 Client Content. Client represents and warrants that Client owns, has sufficient rights in and to, or has received and will maintain permission or consent with respect to, all information and materials provided to Rave hereunder (collectively, the "***Client Content***"), including, without limitation, personal, educational, medical and financial information contained within the Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and utilization of the Licensed Applications as contemplated by the Documentation or this Agreement. Without limiting the generality of the foregoing, Client represents and warrants that Client will at all times receive and maintain any consents from End Users necessary in order for Client to use the Licensed Applications, for End Users to utilize the benefits of the Licensed Applications, for Client to disclose End User data or personally identifiable information to Rave, and for Rave to use and disclose such data and information, in each case as contemplated by the Documentation or this Agreement. Client shall indemnify and hold Rave harmless against all costs, expenses (including reasonable attorneys' fees), damages and liabilities arising out of any claim or allegation by a third party (including without limitation any End User or governmental agency) to the extent attributable to a breach of any Client representation or warranty contained in this Section 2.5.

2.6 Client Operation. Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Licensed Applications, as set forth in the Documentation, including the related training and supervision of Administrators, (ii) that in no event shall Rave have any liability relating to Client's failure to operate the Licensed Applications in accordance with the Documentation, and (iii) that Client shall indemnify and hold Rave harmless against all costs, expenses (including reasonable attorneys' fees), damages and liabilities arising out of any claim or allegation by a third party (including without limitation any End User or governmental agency) to the extent attributable to a failure by Client to operate the Licensed Applications as set forth in the Documentation.

3. GENERAL USAGE RESTRICTIONS

3.1 Prohibited Uses. Client will not use the Licensed Application or Documentation for any purposes beyond the scope of or otherwise not in accordance with the licenses granted in this Agreement. Without limiting the foregoing, Client will not (i) authorize or permit use of the Licensed Application or Documentation by or for persons other than Administrators and End Users; (ii) assign, sublicense, sell, lease or otherwise transfer or convey the licenses granted hereunder; (iii) modify or create any derivative works of the Licensed Application (or any component thereof) or Documentation; or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Licensed Application 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. Client shall duplicate all proprietary notices and legends of Rave and its suppliers or licensors upon any and all copies of the Licensed Application and Documentation made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

3.2 Compliance with Laws. Client shall use the Licensed Application and the Documentation in compliance with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the parties, the Licensed Application or the Documentation.

3.3 Compliance with Third Party Service Provider and Other Restrictions. Client shall comply with the restrictions contained in any agreement between Rave and any Third Party Service Provider to the extent disclosed to Client, including without limitation any provisions prohibiting Client from utilizing the Licensed Applications to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restriction contained in any such agreement. 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 Licensed Applications 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 opting in a lawful manner; or (iii) use the Licensed

Applications or Rave systems to introduce malicious programs into the Licensed Applications, Rave's systems, End Users' equipment 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. Upon or promptly following the Effective Date, Client will, itself or jointly with Rave (as determined by Client), notify End Users that they are subject to Rave's Terms of Use and Privacy Policy available through Rave's web site as such Terms of Use or Privacy Policy may be amended from time to time.

4. FEES AND PAYMENTS

4.1 Fees Payable. Client shall pay to Rave, or its designee, without offset or deduction, the fees set forth in the Order Form within the timeframe set forth in the Order Form. 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 income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

4.2 Disputed/Late 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. Absent such notice, Client shall be deemed to have agreed to the charges 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. WARRANTIES AND LIMITATIONS

5.1 Limited Rave Warranties. Rave hereby warrants, for the benefit of Client only, that the Licensed Application 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 Licensed Application other than in accordance with the Documentation, or any other breach of this Agreement by Client or breach of any applicable agreement or terms by an End User, (ii) modification of the Licensed Application, or nonconformity caused, by Client, any Third Party Service Provider or any other third party or (iii) any combination of the Licensed Application with software, hardware or other technology not provided by Rave. Any warranty claim must be brought within the warranty period. If Rave does not remedy such warranty breach within ten (10) days following notice from Client, Client may, by written notice to Rave within ten (10) days following such remedy period, terminate this Agreement and receive a full refund of all fees paid under this Agreement. This Section 5.1 contains the sole obligation of Rave and remedy of Client with respect to a warranty claim. Following the warranty period, Rave shall continue to provide support, pursuant to the SLP.

5.2 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 5.1, RAVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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 Licensed Application will meet Client'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 and that neither party may make any claims or guarantees on behalf of Third Party Service Providers regarding any matters, (ii) delivery of messages using the Licensed Applications is not guaranteed and neither Rave nor any Third Party 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 Licensed Applications resulting from the actions or inactions of any Third Party Service Providers.

5.3. Limitation Of Liability. IN NO EVENT SHALL RAVE BE LIABLE TO CLIENT 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 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. The cumulative liability of Rave to Client for all claims arising from or relating to this Agreement 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. The warranty disclaimers and exclusions and limitations of liability in this Section 5 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and forms 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.

6. CONFIDENTIALITY

6.1 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.

6.2 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; or (vi) is approved for release or disclosure by the disclosing party without restriction. 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.

6.3 Disclosure of Information About End Users. Rave shall not disclose personally identifiable information regarding End Users to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, Rave may disclose such information as permitted in Rave's Terms of Use or Privacy Policy (which are available through Rave's website), as such Terms of Use or Privacy Policy may be amended from time to time.

7. INDEMNIFICATION BY RAVE.

7.1 Intellectual Property Infringement Claims. Rave shall defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the Licensed Application by Client as expressly authorized under this Agreement infringes or misappropriates any U.S. patent issued as of the Effective Date, provided that Client gives Rave (i) prompt written notice of such claim; (ii) 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. Notwithstanding the foregoing, Rave shall have no obligation or liability to the extent that the claim arises from (a) the combination, operation, or use of the Licensed Application with products, services, information, materials, technologies, business methods or processes not furnished by Rave; (b) modifications to the Licensed Application, which modifications are not made by Rave; or (c) use of the Licensed Application except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave. Upon the occurrence of any claim for which indemnity is or may be due under this Section 7.1, or in the event that Rave believes that such a claim is likely, Rave may, at its option (i) modify the Licensed Application 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 on written notice to Client and refund to Client any unused license fees under the then current Term. The obligations set forth in this Section 7.1 shall constitute Rave's entire liability and Client's sole remedy for any actual or alleged intellectual property infringement or misappropriation with respect to the Licensed Applications.

7.2 Other Third Party Claims. Rave shall defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim against Client by a third party with respect to the Licensed Applications to the extent caused by any act or omission of Rave, provided that Client gives Rave (i) prompt written notice of such claim; (ii) 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. Notwithstanding the foregoing, Rave shall have no liability with respect to any such claim to the extent the claim is due to (a) the error or fault of Client, any Third Party Service Provider or any other third party, (b) any use of the Licensed Application other than in accordance with the Documentation, or any other breach of this Agreement by Client or breach of any applicable agreement or terms by an End User, (c) unauthorized modification of the Licensed Application, or (d) any combination of the Licensed Application with software, hardware or other technology not provided by Rave. For the avoidance of doubt, third party intellectual property claims are governed by Section 7.1 above and not this Section 7.2.

8. TERM AND TERMINATION

8.1 Term. The initial Term of this Agreement shall be set forth in the Order Form. Thereafter, this Agreement shall automatically renew, unless sooner terminated as provided below, on an ongoing basis for successive periods equal to the initial Term and on the same terms and conditions herein, unless either Party gives the other Party written notice of its intent to terminate at least ninety (90) days prior to the expiration date of the then-current Term.

8.2 Termination for Breach/Bankruptcy. Either party may terminate this Agreement 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 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.

8.3 Effect of Termination. Upon any termination 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 Licensed Applications; (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.

8.4 Survival of Obligations. The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement, including without limitation Client's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 2.3, 2.5, 5.2, 5.3, 6, 7 and 9 hereof, shall survive termination or expiration of this Agreement.

9. MISCELLANEOUS

9.1 Applicable Law. 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. Subject to Section 9.2 below, the parties agree that any and all causes of action between the parties arising from or in relation to this Agreement shall be brought exclusively in the State or Federal courts located within the Commonwealth of Massachusetts.

9.2 Arbitration. 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 and shall not be subject to appeal.

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, 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 on the Order Form, or if to Rave, as follows:

Rave Wireless, Inc.
50 Speen Street, Suite 301
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 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. 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.

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 Licensed Application 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 herein, 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 End-Users. Each of the components that constitute the Licensed Application 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, and all U.S. Government end users acquire the Licensed Application with only those rights set forth herein.

9.12 Government Clients. If Client is a governmental entity or agency, Client shall list on Appendix A any provisions of this Agreement that are not permissible, or any additional provisions required, under the laws and regulations applicable to such Client as of the date hereof, and the terms of Appendix A shall be incorporated herein to the extent required by such laws and regulations.

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 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.

9.15 Entire Agreement. This Agreement 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 herein. In the event a conflict arises between these Terms and Conditions and the provisions of any other document comprising part of this Agreement, these Terms and Conditions 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.