

**NETMOTION WIRELESS, INC. MAINTENANCE AGREEMENT
(STANDARD AND PREMIUM SUPPORT)**

This NetMotion Wireless, Inc. Maintenance Agreement ("Agreement") is entered into this 10th day of July, 2014 ("Effective Date") by and between NetMotion Wireless, Inc., a Washington corporation ("NetMotion"), with its principal office located at 701 N 34th Street, Suite 250, Seattle, Washington 98103, and Lexington-Fayette Urban County Government, a Kentucky corporation, ("Customer"), with its principal office located at 200 East Main Street, Lexington, KY, 40507.

RECITALS

Whereas, NetMotion supplies certain software which is used in wireless applications; and

Whereas, the parties desire to enter into an agreement pursuant to which Customer shall purchase maintenance for NetMotion software on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms and covenants hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

1.1. "Documentation" shall mean the written or electronic materials provided with Products by NetMotion.

1.2. "Products" shall mean the components of the NetMotion's wireless network management software licensed by Customer from NetMotion, and includes without limitation all software and Documentation components thereof.

1.3. "Maintenance" shall mean NetMotion's standard policies for Standard Maintenance or Premium Maintenance and support services set forth in Exhibit A attached hereto.

1.4. "Premium Maintenance" shall mean NetMotion's standard policies for premium maintenance and support services set forth in Exhibit A attached hereto.

1.5. "Standard Maintenance" shall mean NetMotion's standard policies for standard maintenance and support services set forth in Exhibit A attached hereto.

1.6. "Term" shall have the meaning set forth in Section 5 below.

2. CUSTOMER RESPONSIBILITIES

2.1 Customer will be responsible for: (i) installing the Products or any applicable Error Corrections, Updates or Upgrades, unless Customer has retained NetMotion to complete the installation; (ii) maintaining trained designated representatives with a working knowledge of Customer's programs and system hardware; and (iii) notifying NetMotion of suspected errors or need for service, and upon request, providing written documentation with respect to any such errors or need for service. Customer will communicate with NetMotion with respect to the Maintenance only through NetMotion's designated representatives.

2.2 Customer shall appoint the following Designated Contacts to coordinate support from NetMotion to Customer. NetMotion will only respond to requests for support from Customer's Designated Contacts. Such Designated Contacts shall be knowledgeable about the Products and the Customer products or services and possess reasonable technical skills so as to facilitate the provision of support by NetMotion. Customer may change its Designated Contacts upon written notice to NetMotion.

<u>Designated Contact</u>	
Name:	
Title:	
Address:	
Telephone:	Fax:
E-mail:	

<u>Designated Contact</u>	
Name:	
Title:	
Address:	
Telephone:	Fax:
E-mail:	

3 NETMOTION MAINTENANCE

3.1 Subject to payment of Maintenance Fees by Customer to NetMotion, NetMotion shall provide Maintenance for the Products to Customer in accordance with the its standard policies for Maintenance set forth in Exhibit A of this Agreement. NetMotion shall have no obligation to provide Maintenance with respect to the Products unless applicable Maintenance fees have been paid to NetMotion.

3.2 The first year of Maintenance is required for all Products. After the first year, Maintenance is optional with the renewal maintenance fee being based on the price of the Products at the time of the renewal of Maintenance. In the event that Customer renews Maintenance, Customer shall renew Maintenance for all of Customer's Products that are not otherwise covered by Maintenance.

3.3 The term of the Maintenance to be provided by NetMotion to Customer will be one (1) year commencing on the date Customer subscribes to such Maintenance or, if otherwise specified in Exhibit B, as set forth in Exhibit B. The Maintenance will automatically renew for one year terms, unless either party provides written notice of termination at least thirty (30) days prior to the end of the then-current term or applicable Maintenance fees have not been paid to NetMotion by Customer.

3.4 If Customer cancels or does not renew Maintenance, Customer may reinstate such services at a later date upon payment of Maintenance fees then in effect plus an additional fee equal to the current monthly maintenance charge multiplied by the number of months during which the support services were interrupted.

3.5 From time to time NetMotion reviews the terms of its policies for support services or other services which may be provided under this Agreement. NetMotion shall notify Customer in writing at least thirty (30) days prior to modifying the terms of its standard policies for Maintenance set forth in Exhibit A.

4. PRICES AND PAYMENT.

4.1. Prices. Customer shall pay for Standard Maintenance fifteen percent (15%) and for Premium Maintenance twenty-five percent (25%) of NetMotion's current price for the Products ("Maintenance Fee"), unless otherwise set forth in Exhibit B. NetMotion reserves the right to change such prices by providing thirty (30) days written notice to Customer.

4.2. Payment Terms. NetMotion shall send an invoice to customer annually. Payment terms shall be net thirty (30) days from the date of NetMotion's invoice, subject to approval of credit terms by NetMotion. NetMotion may change the credit terms in its sole discretion upon notice to Customer. All invoices not paid when due will be assessed a finance charge of one and one half percent (1½%) per month or the legal maximum, whichever is less. Customer agrees to make all payments in United States dollars.

4.3. Taxes. Customer shall be liable for all sales, use,

value added, duties, tariffs or other similar taxes of any nature whatsoever associated with the maintenance of the Products. Customer shall provide NetMotion with a copy of all applicable tax exemption certificates.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement.

5.2 Termination. Other than as set forth elsewhere in this Agreement, this Agreement may be terminated upon the occurrence of the following events:

5.2.1 Either party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation, which breach or default remains uncured more than thirty (30) days after receipt of notice of such breach or default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize.

5.2.2 Either party elects to not renew Maintenance upon the end of a Maintenance term for each of the Products.

6. CONFIDENTIALITY

6.1 "Confidential Information" of a party means nonpublic information marked or designated as Confidential or information that a reasonable person under the circumstances would assume to be confidential including, without limitation, a party's software or hardware products which may include source code, API data files, documentation, specifications, data bases, networks, system design, file layouts, tool combinations and development methods, bug fix materials, upgrades and enhancements, trade secrets, inventions as well as information relating to a party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results, and all tangible materials which contain Confidential Information, whether written or printed documents, computer disks or tapes whether user or machine readable. Confidential Information shall not include any information that (i) is or becomes publicly known without the receiving party's breach of any obligation owed to the disclosing party; (ii) is or becomes known to the receiving party from a third party other than by the breach of an obligation of confidentiality owed to the disclosing party; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential

Information; (iv) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; or (v) is approved for release by prior written authorization of the disclosing party.

6.2 Restrictions on Disclosure and Use of Confidential Information. Each party agrees as follows:

- (a) it will maintain the confidentiality of the other party's Confidential Information;
- (b) it will direct its employees to maintain such confidentiality, and cause such employees to enter into appropriate confidentiality and nondisclosure agreements;
- (c) it will not disclose to any third party, including but not limited to subcontractors, without written authorization from the other party, any of the other party's Confidential Information;
- (d) except for the use permitted under this Agreement, it will not use, for its benefit or the benefit of any third party, any of the other party's Confidential Information; and
- (e) In the event that the parties have entered into a separate confidentiality agreement, the terms hereof and of said confidentiality agreement shall be construed and enforced together in such a manner as to provide the maximum protection for the Products and the parties' respective Confidential Information.

7. WARRANTY

NetMotion represents and warrants that Maintenance shall be provided with a reasonable standard of care, in a workmanlike and professional manner. OTHER THAN THE WARRANTIES CONTAINED IN SECTION 7 HEREIN, NETMOTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MAINTENANCE, AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO MAINTENANCE ARE DISCLAIMED AND EXCLUDED.

8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR BUSINESS, IN CONNECTION WITH THIS AGREEMENT. In any event, the liability of NetMotion, whether for negligence, breach of contract, breach of warranty, or otherwise, shall not, in the aggregate, exceed the amount paid to NetMotion by Customer pursuant to this Agreement during the preceding twelve (12) months.

9. MISCELLANEOUS PROVISIONS

9.1. Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous communications. This Agreement shall not be modified except by written agreement of both parties.

9.2. Modifications Unless otherwise expressed in this Agreement, neither party shall modify or amend this Agreement without the written consent of the other party.

9.3. Survivability. Upon the termination or expiration of this Agreement the parties' obligations under sections 3.4, 6, 7, 8 and Exhibit A-subsection A.6. (Suggestions) of this Agreement shall survive such termination or expiration,

9.4. Force Majeure. Neither party shall be liable for failure or delay in the performance of any of its obligations under this Agreement if such delay or failure is beyond the control and not caused by the negligence of the non-performing party.

9.5. Severability. If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

9.6. Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative.

9.7. No Franchise, Partnership or Agency. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

9.8. Prohibition on Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by Customer, whether by written agreement, operation of law or in any other manner whatsoever, without NetMotion's prior written consent, which consent shall not be unreasonably withheld. NetMotion, however, may assign this Agreement in its sole discretion.

9.9. Section Headings. The section headings used in this Agreement are intended for convenience only and

shall not be deemed to supersede or modify any provisions.

9.10. Due Execution. The party executing this Agreement warrants that he or she has been duly authorized under that party's charter documents and the laws of the Territory to execute this Agreement on behalf of that party.

9.11. Governing Law. This Agreement shall be governed by the laws of the State of Washington, USA and Customer consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington without reference to its choice of law rules. The parties consent to service of process upon it by mail or express courier to the address stated in the Notice and Requests Section.

10. NOTICES AND REQUESTS. Unless otherwise noted in this Agreement, all notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid; or transmitted by facsimile; and addressed as follows (or as may be modified in writing by the parties):

NOTICES TO CUSTOMER:

Company: Lexington-Fayette Urban County Government

Address: 200 East Main Street

City, State: Lexington, KY 40507

Attn: _____

Email: _____

Fax: _____

Copy to: _____

NOTICES TO NETMOTION

NetMotion Wireless, Inc.

701 34th Street, Suite 250

Seattle, WA USA 98103

Attn: _____

Email: _____

Copy to: Attn: Legal Department

In Witness whereof, the parties have executed this Agreement as of the Effective Date. All signed copies of this Agreement shall be deemed originals.

NetMotion Wireless, Inc.
("NetMotion")

By CR

Name: Cary Baker

Title: CFO

Date: 7/10/14

("Customer")

By _____

Name: _____

Title: _____

Date: _____

Exhibit A
MAINTENANCE POLICY

NetMotion's standard policy for maintenance or support services is as follows:

A.1. NetMotion offers Standard and Premium Maintenance.

Maintenance Offering Description	Standard 15%	Premium 25%
Technical Support - 6:00AM – 5:00 PM PST, M-F	✓	
Technical Support - 24 x 7		✓
Access to Tech Notes and Web Based Support	✓	✓
Cumulative Quantity Discounts Applied on Additional Device Licenses.	✓	✓
Discounts on Upgrades	✓	
Discounts on New NetMotion Products	✓	✓
Updates Included	✓	✓
Upgrades Included		✓
20% Discount on Consulting Services		✓
Guaranteed Response Times Based on Severity Level		✓

A.2. Term. The initial term of Maintenance to be provided by NetMotion to Customer will be one year, commencing on the date Customer subscribes to such Maintenance or as set forth in Exhibit B. Maintenance will renew for one-year terms, unless either party provides written notice of termination or Customer fails to pay for Maintenance for a term. Reinstatement of Maintenance after termination or non-renewal by Customer may require payment of a reinstatement fee.

A.3. Customer Installation. Customer shall install the Products and any Error Corrections, Updates, Upgrades or New Products, unless Customer has retained NetMotion to complete the installation.

A.4. Technical Assistance. NetMotion personnel will provide a reasonable amount of assistance to Customer's representative to answer questions and resolve problems that Customer is unable to resolve independently. Maintenance requests will be directed to NetMotion's designated representative during NetMotion's support hours.

A.4.1. Telephone Support. For Standard Maintenance, telephone assistance for the Products will be available Monday through Friday (except holidays) during normal business hours for at least nine hours per business day. For support outside normal support hours Customer may leave a voicemail, email or fax with NetMotion. In the event Customer purchased Premium Maintenance, telephone assistance for the products will be available twenty four hours per day seven days per week (24/7), including holidays for Fault Classes of Severity level 1 or 2. NetMotion uses voicemail as a backup when technical support representatives are assisting other customers or are not available by phone or email. NetMotion will make reasonable efforts to respond to voicemails left during business hours within four (4) business hours after receipt of the voicemail message.

A.4.2. Online Support. Customer has access to online support via NetMotion's website (www.netmotionwireless.com/support). Online support includes access to Knowledgebase Support and Customer Portal. Customer Portal allows cases to be opened, updated and created. Software, manuals, and licenses are also available in the Customer Portal.

A.4.3. Error Corrections. NetMotion will use commercially reasonable efforts to correct ("Error Corrections") any errors, defects or malfunctions ("Errors") in the Products, replace the Products with functionally equivalent software, or provide a work-around or patch for the portion of the Products containing the Errors. Error Corrections will be deemed part of the Products licensed under the EULA, and shall be provided subject to the terms and conditions contained in such EULA.

A.4.4. Updates. From time to time during the Maintenance term, NetMotion may provide Customer with minor enhancements to or updates for the Products ("Updates") which are released by

NetMotion as part of Customer's Maintenance without additional charge. All Updates will be deemed part of the Products licensed under the EULA, and shall be provided subject to the terms and conditions contained in such EULA. Nothing herein shall be construed as requiring NetMotion to make new versions or Updates available.

A.4.5. Upgrades. In the event that the Customer purchased Premium Maintenance, from time to time during the term of the Maintenance, NetMotion may provide Customer with upgrades of the Products ("Upgrades") which are released by NetMotion as part of the Customer's Premium Maintenance without additional charge. All Upgrades will be deemed part of the Products licensed under the EULA, and shall be provided subject to the terms and conditions contained in such EULA. Nothing herein shall be construed as requiring NetMotion to make new versions or Upgrades available.

A.5. Limitations. Maintenance shall not apply to the following:

A.5.1. New Products. Any Product that is designated by NetMotion as a new Product or is separately licensable will not be provided or included in Maintenance.

A.5.2. Upgrades. In the event the Customer purchased Standard Maintenance, any Product that is designated by NetMotion as an Upgrade will not be included in Standard Maintenance. Where NetMotion makes Upgrades available, Customer may obtain such products by issuing a purchase order to NetMotion. Upon purchasing the Upgrade and paying the then current Maintenance Fees for the Upgrade the Maintenance described herein will be extended to cover the Upgrade.

A.5.3. End of Life Products. NetMotion will not support versions of the Products which have been classified by NetMotion as end of life. NetMotion will provide Maintenance for the most current version of the Product and at least the last preceding major release of the Product. NetMotion will provide Customer with twelve (12) months advance notice prior to classifying Product as end of life.

A.5.4. Misuse. NetMotion will not provide Maintenance with respect to problems with the Products which result from damage caused by accidents, relocation or other movement of any Product, neglect, misuse or unauthorized use of the Products, failure to maintain proper environmental conditions of sites, or failure to use the Products in accordance with the applicable Documentation.

A.5.5. On-Site Support. Maintenance does not include on-site support at Customer's facilities or other locations unless NetMotion determines in its sole discretion that on-site support is required to resolve a problem, and on-site support has been requested by Customer.

A.6. Suggestions. NetMotion appreciates suggestions from Customer regarding improvements and modifications to the Products. In the event that Customer suggests any improvements and modifications to the Products, the Customer acknowledges and agrees that it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NetMotion, and will execute any reasonable documentation requested by NetMotion in connection therewith.

A.7. Faults and Management. A fault is a deviation in the Product that results in an unexpected operational problem. When Customer experiences a fault, NetMotion follows the management procedures described below in an effort to resolve such operational problems from re-occurring:

In order for NetMotion to reasonably assist Customer, Customer must document and promptly report all faults, errors or malfunctions of the Product to NetMotion. Customer also must take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from NetMotion.

A.7.1. Fault Classes and Procedures. NetMotion classifies a reported fault by its severity. NetMotion will determine the severity of the issue. Severity levels at NetMotion are currently defined below.

Severity 1

Profile: The Licensed Software causes disruption or loss of Customer's stools or services of a

critical nature and there is no workaround. The fault prohibits operation of a function or service and is directly related to Licensed Software.

Severity 2

Profile: Licensed Software operating negatively and materially affects the performance of Customer's tools or services as a result of the use of the Licensed Software and there is no permanent workaround.

Severity 3

Profile: The Licensed Software contains a non-critical, limited fault. Customer is able to function and there is a work around available.

Severity 4

Profile: A report which does not encompass a fault but which instead requests new or improved functionality in the Licensed Software.

C.7.2. Fault Management Procedures. For Customers with Maintenance, NetMotion provides its fault management assistance during normal business hours, excluding holidays. And for Customers with Premium Maintenance, NetMotion further provides its fault management assistance twenty-four hours per day 7 days per week (24/7), including holidays, for Fault Classes of Severity level 1 or 2. Fault management procedures for Premium Maintenance are currently defined below.

Severity 1

Procedures: Initial assignment and response immediately with status report to Customer no later than one (1) hour. Commencement of work on resolution immediately, with workaround delivered as soon as reasonably available.

Severity 2

Procedures: Initial assignment and response within one (1) hour with status report to Customer within four (4) hours. Commencement of work on resolution within four (4) hours, with workarounds delivered as soon as reasonably available.

Severity 3

Procedures: Initial assignment of recourses within eight (8) hours with status report to Customer within twenty-four (24) hours. Fixes delivered with the next Update after resolution.

Severity 4

Procedures: Initial assignment within thirty (30) business days. Resolution is subject to the terms of a separate agreement.

Exhibit B
Maintenance Term and Price

Maintenance Period	Description	Price (US\$)
7/1/2014-6/30/2015 (12 months)	NetMotion Mobility Premium Maintenance	US\$30,433.99