

SMART911/SMARTPREPARE SERVICES AGREEMENT

This Services Agreement (together with any exhibits attached hereto and terms expressly incorporated by reference herein, "Agreement") governs the acquisition and use of all Services (as defined below) provided by Rave Wireless, Inc. d/b/a Rave Mobile Safety ("Rave"). By executing this Agreement or any related order form that incorporates this Agreement by reference therein or is otherwise attached as an exhibit hereto ("Order Form"), Client (as defined below) agrees to the terms and conditions of this Agreement effective as of the date specified in the Order Form ("Effective Date"). Each of Rave and Client shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used herein 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 Section 4 hereof, Rave shall provide the Client with (i) the services specified in the Order Form and/or the Statement of Work(s) attached hereto as an exhibit (collectively, "SOW"), as the case may be, (ii) the related technical support services specified in the 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 Smart911 and SmartPrepare services, Support and Products referred to above in (i)-(iii) 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 non-exclusive, non-transferable, non-sublicenseable right and license during the 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 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 terms and provisions 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 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 may not copy, modify, adapt, translate, publicly display, publish, create derivative works 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 Product 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 and its suppliers or licensors upon any and all copies of the Product 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 Term. The initial term of this Agreement shall be set forth in the Order Form ("Initial Term"). Thereafter, this Agreement shall automatically renew, unless sooner terminated as provided below, on an ongoing basis for successive terms equal to the Initial Term (each, a "Renewal 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 Renewal Term. As used in this Agreement, "Term" means the entire period during which this Agreement is in effect, including the Initial Term and all Renewal Term(s).

2.2 Termination for Breach/Bankruptcy/Nonfunding. 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 thirty (30) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach

(or to commence diligent efforts to cure such breach that are reasonably acceptable to the other Party) within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Client is a governmental entity with an annual budget which must be approved by its legislative body for each fiscal year. In the event that its legislative body fails to appropriate sufficient funds for a particular fiscal year, Client may terminate this agreement upon written notice.

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.

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, 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.

3. SUPPORT AND AVAILABILITY

3.1 Support. Rave shall provide Support for the Products in accordance with the Smart911 Support and Service Level Policy set forth in Exhibit A hereto ("SLP").

3.2 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 hereof or the Documentation, by any Subscriber's use of the Services other than in accordance with the Smart911 and/or SmartPrepare Terms of Service, 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, failures or the failure or unavailability of any services provided by Third Party Service Providers, or any inaccuracy or insufficiency in Subscriber Information.

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 or the SOW, as the case may be, within the timeframe set forth therein, respectively (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 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 this Agreement.

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 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 REPRESENTATIONS AND 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 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. 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.

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 Subscribers to Rave or any Third Party Service Provider in connection with the operation or use of the Services, 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 such information and materials provided to Rave hereunder (collectively, the "Client Content"), including, without limitation, personal, educational and medical 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 Services as contemplated by the Documentation or this Agreement.

5.4 Client Authority. The individual representative of Client executing the Order Form or the signature page of this Agreement, as the case may be, has full authority to bind Client and its Affiliates to the terms and conditions of 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 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 any Subscriber Information using the Services 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 Services resulting from the actions or inactions of any Third Party Service Providers.

6.2 Limitation of Liability. IN NO EVENT SHALL RAVE OR ANY RAVE REPRESENTATIVE 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 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 or the operation or use of the Services 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; or (vi) is approved for release or disclosure by the disclosing Party without restriction; (vi) is required to be released pursuant to law. 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) ; or (b) to establish a Party's rights under this Agreement, including to make court filings.

7.3 Disclosure of Information about Subscribers. Rave shall not disclose personally identifiable information regarding Subscribers to any party other than to Client and/or any safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers"); provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Rave may disclose such information to Third Party Service Providers and as otherwise permitted in Rave's then-current Smart911 Terms of Service and Privacy Policy and (ii) under no circumstances shall Rave or any Affiliate of Rave be liable for the failure of Client or any third party (including, but not limited to, any Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

8. INDEMNIFICATION

8.1 Rave 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 as of the Effective Date (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. Rave shall not be liable hereunder for any costs or expenses incurred by or on behalf of Client without the prior written consent of an authorized officer of Rave. Notwithstanding the foregoing, Rave shall have no obligation or liability for any claim and any related losses, costs, expenses, damages and liabilities whatsoever 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; (b) modifications to the Product, which modifications are not made by Rave; (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; (e) Rave's compliance with Client's

designs, specifications or instructions; or (f) any intellectual property provided or otherwise made accessible to Rave by Client or any of its Affiliates. Upon the occurrence of any Claim for which indemnity is or may be due under this Section 8.1, or in the event that Rave believes that such a Claim is likely, Rave may, at its option (I) modify the 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 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 8.1 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 Services or Products.

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 Kentucky, without giving effect to its rules regarding conflicts of laws, and (ii) subject to Section 9.2 below or otherwise in connection with any action for injunctive or other equitable arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, 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 Kentucky.

9.2 [Section Intentionally Omitted].

9.3 Force Majeure. Rave shall be excused from performance of its obligations under this Agreement if such a failure to perform results from 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 in 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 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 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 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 end users acquire the Product with only those rights set forth herein.

9.12 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.

9.13 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. Notwithstanding the foregoing, this Agreement may be deemed to be executed upon the execution by the Parties of the Order Form incorporating this Agreement by reference therein.

9.14 Entire Agreement. This Agreement, together with the Order Form and the SOW (if applicable), 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 this Agreement and the provisions of any other document comprising part of this Agreement, this 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 Client personnel authorized by Client to access the Products on behalf and for the benefit of Client.

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 or in the signature block of the Agreement.

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 Subscribers, 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 "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.

10.7 "Privacy Policy" means Rave's then-current Privacy Policy for Subscribers of the Services.

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

10.9 "Subscribers" means individuals who register with Smart911 to provide Subscriber Information or are otherwise eligible to receive or utilize the benefits of the Services.

10.10 "Subscriber Information" means all information provided or otherwise made available by a Subscriber in registering with Smart911 in connection with the Services, including, but not limited to, critical care, rescue, account information, communications history and any other information relating to the Subscriber's Smart911 account.

10.11 "Support and Service Level Policy" means the Smart911 Support and Service Level Policy for the Products set forth in Exhibit A hereto.

10.12 "Terms of Service" means Rave's then-current Terms of Service Agreement for Subscribers of the Services.

10.13 "Third Party Service Provider" means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services that allow or relate to the utilization of the Services by Subscribers.

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SIGNATURE PAGE TO SERVICES AGREEMENT:

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

By:

Name:

Title:

Date:

CLIENT:

By:

Name:

Title:

Date:

EXHIBIT A

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.

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

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	“ 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@smart911.com.

- Non-Sev 1 Events are submitted via email at techsupport@smart911.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.

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

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

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EXHIBIT B

SMART911/SMARTPREPARE ORDER FORM

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Lexington-Fayette Urban County Government
ADDRESS:	200 E. Main Street, Room 320
	Lexington, KY 40507
CONTACT NAME/TITLE:	Commissioner of Public Safety
PHONE:	859-258-3320
EMAIL:	

ORDER DETAIL:

EFFECTIVE DATE:	January 1, 2014
TERM LENGTH:	Five (5) years (commencing on Effective Date)
TERM DATES ("INITIAL TERM"):	January 1, 2014 through December 31, 2018

ANNUAL LICENSE FEES:

	Annual License Fee
Smart911 Annual License for 24 Active Call Taker Positions	\$72,000.00
Smart911 Annual License for 6 Inactive Call Taker Positions for LFUCG training & backup facility	Included
SmartPrepare Annual License	\$35,000.00
Annual License Fee(s):	\$107,000.00

SET-UP FEES:

	One-Time Fee
Smart911 and SmartPrepare Remote Set-up and Configuration	Included
Total Set-Up Fee(s):	\$0.00

FEE SCHEDULE:

	Year One	Year Two	Year Three	Year Four	Year Five	Total
Total Annual Fees	\$107,000.00	\$107,000.00	\$107,000.00	\$107,000.00	\$107,000.00	\$535,000.00

ORDER TERMS:

1. All fees are payable NET THIRTY (30) DAYS from date of invoice.
2. Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run software.
3. Remote Set-up and Configuration fees cover an initial one-time deployment of Products. If Client makes infrastructure or other changes (including, but not limited to, changes in their location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Products, additional Set-Up and Configuration fees may apply.
4. Rave will provide the following discounted pricing for participating counties (collectively referred to hereafter as the "Participants") of the Central Kentucky 9-1-1 Network (the "CKy911net").
 - a. Smart911 License: \$3,000.00/per Call Taker Position (Includes Initial Set-Up & Annual Maintenance). Participants will be required to accept the terms and conditions of the Smart911 Services Agreement (which will be incorporated into the cost sharing agreement between Participants and LFUCG.)
 - b. Optional Upgrade - SmartPrepare License: At an additional cost, Participants may purchase SmartPrepare at the below discounted pricing. Participants will be required to purchase directly from Rave and agree to additional terms and conditions to license SmartPrepare.

SMARTPREPARE FEES:

Population Size	Annual License Fee	Initial Set-Up (Remote)
1.0M - 2.0M	\$120,000/yr.	\$3,600
500,000 – 1.0M	\$80,000/yr.	\$3,600
250,000 – 499,999	\$40,000/yr.	\$3,600
100,000 – 249,999	\$20,000/yr.	\$3,600
50,000 – 99,999	\$9,600/yr.	\$3,600
<50,000	\$6,000/yr.	\$3,600