

TIPS VENDOR AGREEMENT

Between Rave Wireless Inc. d/b/a Rave Mobile Safety **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RFP 181204 Notification Systems

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods ~~proposed and sold shall be new unless~~ clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
 - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
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This vendor agreement is modified by the nine page amendment A attached below.

AMENDMENT A TO TIPS VENDOR AGREEMENT FOR RAVE

Modified by negotiations with TIPS (3/21/19)

The Interlocal Purchasing System (TIPS)

RFP 181204

Exceptions:

Exceptions to Vendor Agreement Terms & Conditions:

Warranty: The warranty of the Products based upon Rave's Proposal are subject to the conditions set forth in Section 6 (Limited Warranty and Limitations) of Rave's standard Master License and Services Agreement (MLSA), attached herein

Indemnity: Rave proposes that Vendor's indemnification obligations be governed by Rave's standard Indemnification provision in Section 8 of the MLSA. Rave shall also indemnify TIPS for damages arising from an action for personal injury or physical property damage to the extent due to the actions or omissions of any Rave representative in connection with the performance by Rave of professional services on the premises of TIPS.

Limitation of Liability: Consistent with the customary scope of a software licensor's liability obligations, Rave proposes that its liability obligations be governed by Section 6 (Limited Warranty and Limitations) of Rave's MLSA. Rave's liability obligations for personal injury or property damage would need to be limited to any third party claim directly arising out of gross negligence and willful misconduct in the performance of the contract by Rave.

Insurance: Vendor's policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the insurance laws of the state in which the services are to be provided. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, Vendor shall provide TIPS or the TIPS Member with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Agreement. Rave reserves the right to have deductibles for various insurance types. Generally, carriers do not issue certified copies of policies as such Rave proposes this requirement be removed.

Jurisdiction: Rave proposes to change the jurisdiction in Section 9.1 of Rave's MLSA to the State of Texas if TIPS is the plaintiff or defendant and, if the conflict is with the TIPS Member, laws of the state where the TIPS Member resides. Vendor should be in a court of competent jurisdiction where TIPS or the TIPS Member resides. Rave also agrees to remove arbitration from any transaction document utilizing the TIPS agreement as the basis for the purchase by the TIPS Member.

Please see the Rave's standard Order Form and MLSA that must be incorporated into all resulting contracts. Where conflict occurs between TIPS/TAPS Vendor Agreement Terms and Conditions and Rave's MLSA, Rave's MLSA will supersede and govern except as provided herein above.



LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	
ADDRESS:	
CONTACT NAME/TITLE:	
PHONE:	
EMAIL:	

INITIAL LICENSE TERM:

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FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee

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

One-Time Service Description	One-Time Fee

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

	# of Years	Cost Per year	Total Contract
Annual Fees:		\$	\$
One-Time Fees (Set Up & Integration):			\$
Total Fees			\$

Fees Payable Net 30:	\$
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STANDARD CONDITIONS:

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement ("Agreement") which is expressly incorporated by reference in this Order Form as attached hereto¹. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.
- Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice.



Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 10% annually) following the Initial License Term or any Renewal License Term, as the case may be.

4. **Rave Alert.** Unlimited Text/SMS, Email, RSS for messages sent through Rave Management Console. Unlimited SMTP messages. If applicable, alert messages may be sent via optional components including the Rave Alert Peer-to-Peer Groups, the Rave Alert API Toolkit, and the Rave Alert Blackboard Building Block License. For Rave Alert optional components, the message delivery default is SMTP. If the product SMTP defaults are overridden and changed to SMPP/SMS delivery method, the Client may be subject to additional charges. If applicable, these additional per message fees (\$0.03 per SMPP message) are billed quarterly in arrears.
5. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
6. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.
7. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

SPECIAL CONDITIONS:

AGREED AND ACCEPTED:

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

By:

Name:

Title:

Date:

CLIENT:

By:

Name:

Title:

Date:

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

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Order Forms entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided by Rave Wireless, Inc. d/b/a Rave Mobile Safety ("Rave"). By executing this Agreement or any related Rave order form that incorporates this Agreement by reference therein or is otherwise attached as an exhibit hereto ("Order Form"), Client agrees to all of the terms and conditions of this Agreement as of the "Effective Date" of such Order Form specified therein with respect to the Products and Services covered under such Order Form. Each of Rave and Client shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used in this Agreement shall have the meanings assigned to them in Section 10 hereof and throughout this Agreement.

1. SERVICES AND PRODUCTS

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

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

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

2. TERM AND TERMINATION

2.1 License Term and Agreement Term. The initial term of each license to a Product under this Agreement shall be set forth in the applicable Order Form ("Initial License Term"). Except as otherwise specified in such Order Form, each license may be renewed on the same terms and conditions herein for successive one-year terms (each, a "Renewal License Term"), at Rave's then-current pricing, upon receipt by Rave from Client of a signed quote or purchase order (if applicable) prior to the expiration date of the then-current License Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product hereunder is in effect. The term of this Agreement shall commence on the Effective Date of the initial Order Form entered into by the Parties hereunder and, subject to any termination of this Agreement by a Party pursuant to Section 2.2

below, shall automatically expire upon the termination or expiration of all licenses granted under this Agreement ("Agreement Term").

2.2 Termination for Breach/Bankruptcy. Either Party may terminate this Agreement (or the license to any Product(s) hereunder) upon written notice in the event that the other Party fails to make a required payment hereunder or materially breaches this Agreement and thereafter (i) in the case of non-payment, has failed to pay such amounts within five (5) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the other Party) within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

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

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

3. PROFESSIONAL SERVICES

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

4. FEES AND PAYMENTS

The license fees payable by Client for each Product and the fees payable for any related Professional Services are set forth in the applicable Order Form covering such Product(s) and/or Professional Services, as the case may be (collectively, "Fees"). All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Client will be responsible for payment of all such taxes (other than taxes based on Rave's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of any Fees, the grant of license rights or the delivery of Services under the Agreement. Client must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within ten (10) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period. Rave reserves the right to charge, and Client agrees to pay, a late charge equal to the greater of one and one-half percent (1½%) or the highest rate permitted by law, per month, on any amount that is not the subject of a reasonable, good faith dispute that is unpaid on the due date, and on any other outstanding balance.

5. CLIENT OBLIGATIONS

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

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

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

6. LIMITED WARRANTY AND LIMITATIONS

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

responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

6.2 Limitation of Liability. IN NO EVENT SHALL RAVE OR ANY RAVE REPRESENTATIVE BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF RAVE OR SUCH RAVE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of Rave to Client and any third party for all claims arising from or relating to this Agreement and/or the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to Rave by Client hereunder during the twelve (12)-month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, negligence, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. CONFIDENTIALITY

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

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

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

Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

8. INDEMNIFICATION

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

9. MISCELLANEOUS

9.1 Applicable Law/Dispute Resolution. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the Commonwealth of Massachusetts without giving effect to its rules regarding conflicts of laws, and subject to the alternative dispute resolution provision set forth below or otherwise in connection with any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or

confidentiality obligations hereunder, each Party irrevocably submits to the jurisdiction of the Federal courts located within the Commonwealth of Massachusetts in connection with any and all causes of action between the Parties arising from or in relation to this Agreement. Except as provided in the preceding sentence, the Parties agree that any and all disputes regarding this Agreement that cannot be resolved through negotiations between the designated representatives from each Party within thirty (30) days of the date the dispute arose shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") at its location in Boston, Massachusetts. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the AAA. Any such arbitration will be conducted by a single arbitrator, and the arbitrator will issue his/her award in writing with findings. The decision of the AAA shall be binding as between the Parties, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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

9.3 Force Majeure. Rave shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war or any other military action, acts of local, state or national governments or public agencies, insurrection or riot or other causes beyond the reasonable control of Rave.

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

**Rave Wireless, Inc.
492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Attention: Chief Executive Officer**

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

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

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

Party for any purpose whatsoever.

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

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

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

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

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

9.12 Immunity. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

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

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

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

10. DEFINITIONS

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

10.2 "Affiliate" means, with respect to any entity, any other entity

Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

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

10.4 "Confidential Information" means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.

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

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

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

10.8 "End Users" means individuals associated with Client and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Agreement Term, Client may be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

10.9 "Privacy Policy" means Rave's Privacy Policy, as such Privacy Policy may be amended by Rave, in its sole discretion, from time to time.

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

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

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

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

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

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

SUPPORT AND SERVICE LEVEL POLICY ("SLP")

Purpose

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

1. Service Reliability. Rave shall provide an uptime of 99.999% for the Services, subject to scheduled updates and scheduled maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an "Event"), Rave will assign a trouble severity code based on Rave's assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

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

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

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

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

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 st Point of Contact				
1 st Escalation				
2 nd Escalation				

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

4. Change Control Management/Update Management.

- Product Modifications by Rave: Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- 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.
- 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

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a direct impact on Services.

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

5. Availability.

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

6. Service Credits.

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

7. Credit Requests and Payment.

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

[Remainder of Page Intentionally Left Blank.]

TIPS Vendor Agreement Signature Form

RFP 181204 Notification Systems

Company Name Rave Wireless, Inc. d/b/a Rave Mobile Safety

Address 492 Old Connecticut Path

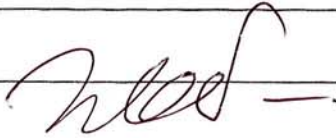
City Framingham State MA Zip 01701

Phone 508-848-2484 Fax 917-591-9105

Email of Authorized Representative bprice@ravemobilesafety.com

Name of Authorized Representative William C. Price

Title CFO


Signature of Authorized Representative 

Date 4/4/19

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/11/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				
Bid Number	181204			Floor/Room
Title	Notification Systems	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	12/6/2018 08:03 AM (CT)			Email
Close Date	1/18/2019 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company	Rave Mobile Safety (Rave Wireless, Inc.)
Address	50 Speen St STE 301
	Framingham, MA 01701
Contact	Scot Schermerhorn
Department	
Building	
Floor/Room	
Telephone	(508) 848-2484
Fax	(917) 591-9105
Email	sschermerhorn@ravemobilesafety.com
Submitted	1/18/2019 01:48:58 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Todd Miller Email tmiller@ravemobilesafety.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Rave Alert has been an active platform for 14 years, since 2004, growing at 25% per year. Rave currently protects clients across the Higher Education, State and County, Corporate Enterprise, and Healthcare Industries. We maintain 98% customer retention, as customers turn to Rave Alert from underperforming platforms and find a winning

Rave Mobile Safety has provided mass notification services for 14 years. We specialize in connecting organizations to those they protect, with a platform of tools that includes mass notification. You can find out more about our available solutions and long industry history at <https://www.ravemobilesafety.com/>.

Rave supports over 3,100 clients in the United States, and we back our products with a public-safety grade infrastructure and committed customer support to make your workplaces safer. Rave Mobile Safety combines industry-leading software - geo-redundant reliability and availability, unrivalled performance, and ease-of-use - as well as robust dedication to customer service and support that that earns us 98% customer retention rates, year after year as customers renew.

All operational, configuration and performance optimizations are managed services on the Software-as-a-Service platform and matched to product standards for performance and scalability. We back our products with a public-safety grade hosted infrastructure, years of experience in the field, and committed customer support, all to make your campus, workplace, and community a safer place.

Our platform of award-winning products includes:

- Rave Alert™ -- Emergency and non-emergency mass notification and group messaging through text alerts, recorded voice messages, email, RSS feeds and more.
- Rave Smart911™ -- Share data for critical 911 calls. Smart911 provides user-inputted safety profiles to dispatchers at any Smart911-enabled Public Service Answering Point (PSAP) nationally. Currently, over 1,000 PSAPs and communities nationwide use

Smart911 to enhance their safety, and the number is growing every day.

- Rave Guardian App Version -- Transforms the smartphone into a personal safety device. When a user calls public safety or 911, Rave Guardian immediately displays the user's extensive profile to the public safety call-taker. Rave Guardian includes a safety timer, Rave Eyewitness multimedia tip capability, and the ability for app users to designate personal safety contacts. Rave Guardian also integrates with Rave Alert to support alert notification that can reach WiFi connected users even when cell coverage is unavailable, and that can perform genuine location-based alerting to send alerts to users within a specific geographic area.
- Rave Panic Button -- Connects users to both 9-1-1 and on-site emergency responders with one button-push. Rave Panic Button notifies an organization's nearby responders of emergencies while calling 9-1-1, drastically reducing the time it takes to address a variety of emergencies. Separate buttons communicate different types of emergencies, like fire, medical, and active shooter incidents, providing additional information and fine-tuning responses.
- Rave Eyewitness -- A two-way text messaging platform that increases participation in community policing efforts. Through Eyewitness your community can anonymously or confidentially report crime & safety concerns via text messaging. The Eyewitness program extends the capabilities of tip reporting in Rave Guardian, opening up the tip line to any user with an SMS-capable mobile device. Rave products' unmatched service, performance, and reliability is backed Rave Mobile Safety's commitment to customers satisfaction and safety. Rave Mobile Safety only builds public safety solutions, allowing us to focus intensely on enhancing the emergency response time of our clients. Rave earns customer loyalty because of our dedication to building the best public safety products, and actively supporting our customers in using them to keep their communities safe.

6 Primary Contact Name

Primary Contact Name

Todd Miller

7 Primary Contact Title

Primary Contact Title

Chief Operating Officer

8	Primary Contact Email	Primary Contact Email	sales@ravemobilesafety.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-848-2484
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-532-0564
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-848-2484
12	Secondary Contact Name	Secondary Contact Name	Scot Schermerhorn
13	Secondary Contact Title	Secondary Contact Title	Director of Public Safety
14	Secondary Contact Email	Secondary Contact Email	sales@ravemobilesafety.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-848-2484
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-532-0564
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-848-2484
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Samantha Ruscio
19	Admin Fee Contact Email	Admin Fee Contact Email	sevans@ravemobilesafety.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-532-8932
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Samantha Ruscio
22	Purchase Order Contact Email	Purchase Order Contact Email	sevans@ravemobilesafety.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	508-532-8932
24	Company Website	Company Website (Format - www.company.com)	https://www.ravemobilesafety.com/
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-1931600
26	Primary Address	Primary Address	492 Old Connecticut Path, 2nd Floor
27	Primary Address City	Primary Address City	Framingham
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MA
29	Primary Address Zip	Primary Address Zip	01701
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Rave, Rave Alert, Rave Guardian, Rave Eyewitness, Panic Alarm, Panic Button, mobile, safety, Public safety, rapidsos, smart911, rave911, 911,

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Framingham
34	Company Residence (State)	Vendor's principal place of business is in the state of?	MA
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.</p> <p>What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	5%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	14

40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
43	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2)This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:</p> <p>3)No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4)The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:</p> <p>https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	No
46	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes

- 47 Regulatory Standing Regulatory Standing explanation of no answer on previous question. N/A.
- 48 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that:
I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the

non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes
currently set at \$150,000, which is the inflation adjusted
amount determined by the Civilian Agency Acquisition
Council and the Defense Acquisition Regulations Council
(Councils) as authorized by 41 U.S.C. 1908, must address
administrative, contractual, or legal remedies in instances
where contractors violate or breach contract terms, and
provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are
expended by ESC Region 8 and TIPS Members, ESC
Region 8 and TIPS Members reserves all rights and
privileges under the applicable laws and regulations with
respect to this procurement in the event of breach of
contract by either party.

Does vendor agree?

54 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes
or subgrantee including the manner by which it will be
effected and the basis for settlement. (All contracts in
excess of \$10,000)

Pursuant to the above, when federal funds are expended
by ESC Region 8 and TIPS Members, ESC Region 8 and
TIPS Members reserves the right to terminate any
agreement in excess
of \$10,000 resulting from this procurement process for
cause after giving the vendor an appropriate opportunity
and up to 30 days, to cure the causal breach of terms and
conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any
agreement in excess of \$10,000 resulting from this
procurement process for convenience with 30 days notice
in writing to the awarded vendor. The vendor
would be compensated for work performed and goods
procured as of the termination date if for convenience of
the ESC Region 8 and TIPS Members. Any award under
this procurement process is not exclusive and the ESC
Region 8 and TIPS reserves the right to purchase goods
and services from other vendors when it is in the best
interest of the ESC Region 8 and TIPS.

Does vendor agree?

55 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes
Water Pollution Control Act (33 U.S.C. 1251-1387), as
amended—Contracts and subgrants of amounts in excess
of \$150,000 must contain a provision that requires the
non-Federal award to agree to comply with all applicable
standards, orders or regulations issued pursuant to the
Clean Air Act (42 U.S.C. 7401-7671q) and the Federal
Water Pollution Control Act as amended (33 U.S.C.
1251-1387). Violations must be reported to the Federal
awarding agency and the Regional Office of the
Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal
funds are expended by ESC Region 8 and TIPS Members,
ESC Region 8 and TIPS Members requires that the
proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members
resulting from this procurement process the vendor agrees
to comply with all of the above regulations, including all of
the terms listed and referenced therein.

Does vendor agree?

- 56 2 CFR PART 200 Byrd Anti-Lobbying Amendment
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.
- Does vendor agree?
- 57 2 CFR PART 200 Federal Rule
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Does vendor certify that it is in compliance with the Clean Air Act?
- 58 2 CFR PART 200 Procurement of Recovered Materials
- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. undersigned certifies, to the best of his or her knowledge and belief, that:

(1)No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

60 If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

(No Response Required)

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? YES

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	<p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and</p> <p>(6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.</p>	YES
63 Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws</p>	Yes

of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

65 Remedies Explanation of No Answer

N/A

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
69	Infringement(s) Explanation of No Answer		N/A.
70	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes

71 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

72 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</p>	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	N/A.
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	N/A.

<p>81 Felony Conviction Notice</p>	<p>Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.</p> <p>Select A., B. or C.</p> <p>A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.</p> <p>OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR</p> <p>C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.</p>	<p>B. Firm not owned nor operated by felon; per above</p>
<p>82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.</p>	<p>If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.</p> <ol style="list-style-type: none"> 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). 	<p>N/A.</p>
<p>83 Long Term Cost Evaluation Criterion # 4.</p>	<p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".</p> <p>Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.</p>	<p>increases will be 5% or less annually per question</p>

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Rave Wireless Inc. d/b/a Rave Mobile Safety
(Name of Corporation)

William T. Pieltz ^{an officer} certify that I am ~~the~~ Secretary of the Corporation
I, (Name of Corporate Secretary) _{officer}


named as OFFERER herein above; that

William C. Price
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

CFO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.


CORPORATE SEAL if available

W T Pieltz
SIGNATURE

18 JAN 19
DATE

Insert TIPS RFP # 181204

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF
SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS
OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT
CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material _____

Printed Name and Title of authorized company officer claiming confidential status of material _____

Address _____ City _____ State _____ ZIP _____ Phone _____

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

William C. Price

CFO

Printed Name authorized company officer

Title of authorized company officer

492 Old Connecticut Path Framingham MA 01701 508-848-2484

Address _____ City _____ State _____ ZIP _____ Phone _____

Signature  Date 1/18/18



Prepare. Communicate. Respond.

Emergency Alerting – Fast, Easy, Complete

- **Easy to Use** – 2-click “Snap Send” from any internet connected device sends alerts to all channels simultaneously.
- **Multi-Modal** – send alerts using voice, SMS, email, social media, IPAWS-OPEN, RSS, and CAP supported systems.
- **High Performance** – Unmatched throughput for voice, SMS Text, and email – backed by comprehensive delivery reporting.
- **Most Reliable** – Geo-redundant data centers connected to multiple carriers, carrier networks, and aggregators ensure delivery.

Emergency Alerting Driven by Community Insight

How well do you know your community? Rave Alert's citizen provided data gives you a consolidated and segmentable vision of your community. It identifies those who may need help in emergencies – and makes that information available online before, during, or post incident. You can base your emergency planning and communications on community insight in real-time.



Rave Alert gives you interactive views of your community allowing you to execute micro-strategies for residents with medical, access, or functional needs, and allocate resources.



"We would not have survived the tremendous demands on our communications office and the Judiciary in general during Superstorm Sandy without our Rave accounts. We kept the entire state, and especially the shore and the inland communities that were devastated by the storm, fully informed and updated all day, every day."

– Winnie Comfort, Director Communications & Community Relations, New Jersey Courts

Citizen Provided Data. Managed by Rave. Available to You 24/7.

With Rave Alert, information is provided and kept current by your residents and visitors. Rave stores that information in secure geo-redundant data centers where you can access it any time for analysis, planning, and actual emergencies.

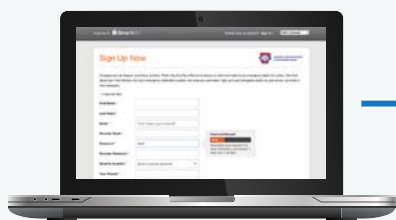
This solves the problem with collecting, updating, and managing registry information, which has always been expensive, time consuming, and resource intensive. Using a secure online system, individuals enter information beyond contact information including descriptions of themselves, their families, and any information they wish to share for emergency planning,

response, and recovery. People can also identify when and how they are alerted and communicated with before, during, and after emergencies.

You can tailor the data you collect to reflect the unique requirements of your community. You can add questions, categories, or other data input fields and brand Rave Alert to your organization or community.

You can also integrate existing databases or load third party sources of information (e.g. ALI or directory listings) to supplement community provided data. Once information is entered, emergency managers can access it via our map-based, flexible query tools.

Beyond Special Needs Registries – How Rave Alert Works



Residents register at a secure website, providing essential emergency data such as contacts, medical or household access information.



Information is securely stored in Smart911's national, public safety grade database.



Rave Alert displays the data in its queryable, map-based UI, allowing for quick needs assessment.

- **Interactive maps let managers identify those most at-risk.** Individuals or groups with access or functional needs (or any query criteria you choose) are pinpointed on the map so emergency managers can quickly assess incident impact and allocate resources to the right places.
- **Interactive maps and queries** also form the basis of targeted alerts – allowing rapid identification and alerting to a segment or your entire community.
- **Accurate citizen-provided information** lets emergency managers identify resource gaps for vulnerable population segments before an incident strikes.
- **GIS-based selection** of opt-in and directory loaded users provides broad community coverage for emergency notification.
- **National database** facilitates interoperability at the local, regional, state, and national levels.

National Database

Rave Alert shares registrations with Smart911. Citizens can opt-in to both, and that information will be available to 9-1-1 and emergency managers. Because the database is national in scope, it facilitates interoperability on the local, regional, and national levels. It helps your citizens stay safe whether at home or requesting help when out of town.

Proven Emergency Notification

Rave Alert is used by thousands of institutions and agencies every day. Our infrastructure routinely sends millions of messages per day to phones, email, Twitter, and Facebook. It performs flawlessly in the most demanding situations such as Superstorm Sandy and the Boston Marathon bombing. And our real-time reporting validates and ensures your whole community is informed.

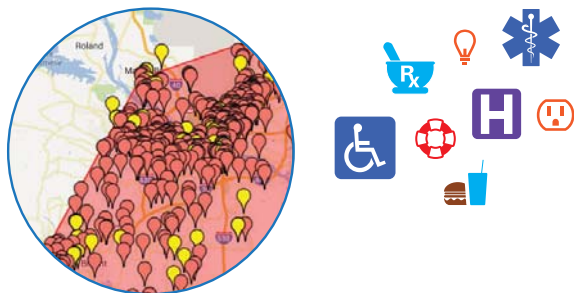
Our data collection and management methods capture essential information about individuals in your community. That data lets you identify and communicate with people and groups that have specific needs, and create an ongoing dialog with them before, during, and after an emergency.

Rave Alert leverages citizen provided data to:

- **Create and save** interactive map-based queries that identify at-risk geographies or populations that meet your criteria.
- **Use real time data** for resource planning and pre-emergency exercises.
- **Deliver the right message** to the right person using their preferred communication method.
- **Collect citizen response** to alerts to adjust your on-going incident management.
- **Target messages** to only affected recipients to help prevent “alert fatigue”.

The Right Message to the Right Person at the Right Time

Rave Alert lets you identify at-risk individuals in your community, then communicate, manage, and scale your response appropriately.



Prepare. Rave Alert lets you identify at-risk segments in your community by location and specific need. When an emergency event requires evacuation you can use interactive maps to target your audience by geography and special need.



Communicate. With accurate, detailed knowledge of the community you can send the right actionable message to each individual – not just a broadcast notification. For example, you could send an inquiry by text and voice to your at-risk segment to determine their need.



Respond. By knowing your community and using Rave Alert's two way messaging, you can triage and focus your valuable resources where they will have the most impact; prior to, during, or post incident.

Benefits

- > **Secure, national, geo-redundant database** – Shared data promotes interoperability among agencies.
 - > **Citizen self-managed information** – With automatic reminders to update and verify information.
 - > **Dynamic visual mapping** – With on demand web-based mobile friendly design.
 - > **Multiple report and export options** with detail to the individual level.
-
- > **Branded citizen opt-in portal** – Citizens can opt-in to your alert system with preferences you define.
 - > **Integrate with existing lists** – Loads your ALI or other directories.
 - > **Define message targets** – Geographically target alert recipients, using citizen opt-in data and/or pre-loaded contact information.
 - > **Internal group/list management notifications** – Separate your management and operations into distinct notification groups.
 - > **Automated conference bridge calling** – Quickly assemble your team with a one click message.
 - > **Pre-emergency planning** – Identify and create at-risk groups and individuals. Identify and stage resources in advance.
 - > **Unlimited preset templates** – Tailored for specific emergency types.
 - > **Unlimited usage model** – Allows accurate budget planning.
 - > **Helpful alert templates and best practice documents** assist with communications and emergency planning.
 - > **Quick-Send** – Send pre-configured emergency notifications with a simple two-click process.
 - > **Delivery rates** – Industry leading capacity ensures your entire population is notified in minutes no matter how big or small.
 - > **Send from anywhere** – Cloud-based technology lets you send messages from any device.
 - > **Reporting** – Detailed “by recipient” reports show date/time, delivery methods, destination phone number and email, success/failure, calls connected, unconnected, busy, or operator intercepts.
 - > **Proven system** – During the Boston Marathon bombing and Superstorm Sandy, our emergency notification system flawlessly delivered millions of messages to a wide range of recipients.
-
- > **2-way SMS/Voice** – Send and receive voice and text messages.
 - > **Powerful voice features** – Custom caller ID, proactive and reactive throttling, and Automatic TTY/TDD Detection. Configurable voice message delivery profiles include: custom Caller-ID, message playback, answering machine detection, multiple retry rules, and touch-tone response options.
 - > **Simple integration** to Facebook, Twitter, websites, digital signage.
 - > **Multi-language** – Auto translate in 34 languages.
 - > **CAP support** – Trigger alerts or activate other systems, via the Common Alerting Protocol.
 - > **IPAWS for WEA/EAS notifications** – Lets you access FEMA's Integrated Public Alert and Warning System (IPAWS), the nation's latest, most modern alert and warning infrastructure.
-
- > **Availability** – Backed by geo-redundant data centers, our infrastructure ensures high performance and unmatched availability.
 - > **Redundancy/Failover** – Direct connections to multiple wireless carriers, carrier networks, and SMS Text using Tier1 SMPP aggregators keep messages moving in every emergency scenario.
 - > **Access Control** – Granular system access control through role-based permissions. Delegate tasks through granting users access to only their required functions.
 - > **Security** – Our data centers are SAS70/SSAE 16 compliant and complete regular 3rd party security audits.
 - > **Easy setup and maintenance** – Software-as-a-Service (SaaS); hosted, branded, web-based solution requires no on-site installation or maintenance; is rapidly deployed and configured to your specifications.
 - > **Advanced data management** – Ensures opt-in phone numbers are up to date; national database allows opt-in across regions and facilitates interoperability.
 - > **Integrates** with award winning Smart911 national database.

With Rave Support you get more than a phone number. You get 24/7/365 access to live technical support provided by Rave employees. Your team always has access to Rave product professionals for advice or general questions. We also provide on-going live training webinars.



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Rave Alert

Rave Alert is part of Rave's full suite of safety and preparedness solutions: Rave Alert, Rave Guardian, Rave EyeWitness, Rave Panic Button, SmartPrepare™, and Smart911™.

Rave Guardian Campus Safety App

Transforms Mobile Phones Into Personal Safety Devices.

The Rave Guardian mobile phone app enhances safety on campus through real-time interactive features that create a virtual safety network of friends, family, and Campus Safety.

- **Panic Button** – Direct immediate connection to Campus Safety with GPS location and personal profile information.
- **Tip Texting** – Enables anonymous, 2-way, crime tip reporting through text and images.
- **Personal Guardians & Safety Timer** – Students can identify Campus Safety, friends, roommates, and family as “Guardians” when setting their Rave Guardian Safety Timer. During a timer session, Guardians and Campus Safety can check status of the student. If the Safety Timer is not deactivated before it expires, Campus Safety is automatically provided with the user’s Rave Guardian profile to proactively identify and check in on the individual.

- **Safety Profile** – Student-created Safety Profiles contain information such as residence details and medical conditions. When a student requires assistance – on or off campus – student Safety Profiles are displayed to Campus Safety and Smart911 enabled 9-1-1 centers nationwide.



Whenever students, faculty, or staff connect with Campus Safety from their mobile phone, the Rave Guardian Campus Safety App automatically delivers a complete caller profile – including current location, medical conditions, course schedule, addresses, campus ID photo, and other critical data.



"The student only had to press one button to connect with Campus Police... Rave Guardian was used to get to the scene quicker... It was here and it helped... Does Rave Guardian work? Absolutely. Do our students feel comfortable using Guardian? Absolutely."

– Stephen Davis, Director of Campus Safety, Maryland Institute College of Art

Student Benefits

- **Seamlessly fits** into the always-on, mobile lifestyle of today's students.
- **Free** to all students, faculty, and staff.
- **Enhances student safety** with a virtual safety network of friends, family, and Campus Safety.
- **Improves sense of security** by providing immediate connection to trusted resources.
- **Gives parents tangible indicator** of Campus Safety's investment in their child's safety.

Campus Safety Benefits

- **Demonstrates your commitment** to the safety of students, faculty, and administration.
- **Leverages mobile technology** to improve safety and create a better connected community.
- **Low cost to implement**, easily deployed, maintained, and fits into existing dispatch processes.
- **Takes advantage of Rave's secure**, public safety grade infrastructure used by hundreds of 9-1-1 centers and universities around the country.
- **Easily integrates** into existing campus applications.
- **Custom branded** for your institution.

How Rave Guardian Works

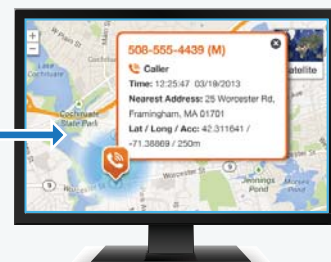
Rave Guardian is a Campus Safety Mobile App backed by a hosted, Software-as-a-Service platform. Profile data is stored privately and securely within Rave's redundant and geographically diverse databases. Guardian profile data is provided by the members of your community through Rave's secure web-portal. You can augment user-provided information by loading data from your school's SIS system. With Rave Guardian, you and your community are always in control – profiles are shared only when a member of your community calls campus safety, or allows a previously set Safety Timer to expire. Caller identity is immediately known so that Campus Safety can take action – even if the caller cannot speak.



User downloads App and creates profile, providing Rave Guardian with their vital information.



Rave Guardian profile is stored in Rave-hosted, secure, geo-redundant facilities.



User profile and location displays when Campus Safety is called or a timer expires.

With Rave you get more than a phone number. You get 24-7-365 access to live technical support provided by Rave employees. Your team always has access to Rave product professionals for advice or general questions. We also provide on-going live training webinars and collaborative sessions.



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Rave Guardian

Rave Guardian is part of Rave's full suite of safety and preparedness solutions: Rave Alert, Rave Guardian, Rave EyeWitness, Rave Panic Button, SmartPrepare™, and Smart911™.

! Rave Panic Button



Mobile App Provides One Touch Alert to 9-1-1 and Key On-site Personnel

Reduce Response Time. Save Lives.

Today, safety is top of mind in schools and corporate campuses. Recent events underscore that rapidly providing accurate information to responders during an incident is critical to safely and effectively resolving serious situations. Whether an active shooter incident or individual act of violence, speedy notification and response saves lives.

Rave Panic Button immediately connects to 9-1-1. Using mobile phones, authorized users initiate a one-button panic call that speed dials 9-1-1 and simultaneously warns key on-site personnel of an emergency. It accelerates response and instantly alerts others on site who may be in danger or who could provide faster intervention.

Built on Rave's Smart911™ public safety grade infrastructure, Rave Panic Button gives faculty, administrators, and employees a direct and powerful connection to first responders.

How it Works

Using a secure website, administrators create a profile of critical information they wish to share with 9-1-1 and first responders. This can include floor plans, descriptions and locations of key personnel, and numbers and locations of students and/or employees.



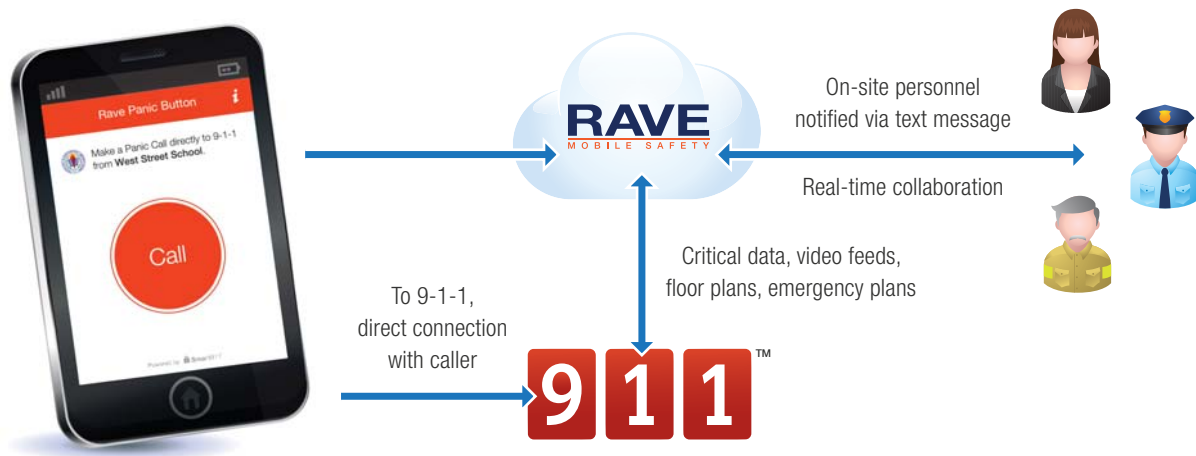
When a panic call is placed, 9-1-1 and first responders receive real-time, critical site data such as floor plans, video feeds, locations, and other details through patented Smart911™ technology.

How it Works – continued from first page...

Leveraging patented Smart911 technology, this information is instantly available to 9-1-1 when a panic call is initiated.

Administrators define key on-site safety personnel and authorize their phone numbers as eligible to download the Rave Panic Button app through appropriate app stores. Once authorized users download the app and confirm their phone number, they are associated with specific sites and facilities.

If a user activates the Rave Panic Button while at a designated site, they connect directly to 9-1-1 through existing 9-1-1 calling infrastructure. The 9-1-1 center and first responders also have immediate access to information such as floor plans, photos, video feeds, and emergency plans. At the same time, all designated on-site administrators are immediately notified via Rave's highly reliable and redundant text messaging infrastructure. Responders, on-site personnel, and the caller can then collaborate through real-time information such as photos, video feeds, and emergency plans.



Benefits

- **Provides direct connection** between 9-1-1, responders, and the caller by leveraging existing 9-1-1 infrastructure.
- **Delivers critical data** such as detailed caller location, floor plans, emergency exit locations, emergency contacts, and key procedures.
- **Provides an easy, scalable method** for maintenance of facility/site emergency response information.
- **Automatically notifies designated on-site personnel** (e.g. principal, security officer, maintenance, supervisors) via text message of the Rave Panic Button activation and when the call is answered at 9-1-1.
- **Enables immediate, secure collaboration** between responders and on-site personnel.
- **As a smart phone app**, Rave Panic Button is available wherever a user is on campus.
- **Reduces malicious activations** common with hardwired panic buttons.
- **Extremely cost effective**, leveraging existing mobile devices and 9-1-1 network.
- **Rapid installation** with no required on-site hardware or software.
- **Easy setup and user training** including temporary site personnel.

With Rave you get more than a phone number. You get 24-7-365 access to live technical support provided by Rave employees. Your team always has access to Rave product professionals for advice or general questions. We also provide on-going live training webinars and collaborative sessions.



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Rave Panic Button

Rave Panic Button is part of Rave's full suite of safety and preparedness solutions: Rave Alert, Rave Guardian, Rave EyeWitness, Rave Panic Button, SmartPrepare™, and Smart911™.



Two-Way Critical Communications and Employee Safety App

Protect employees in the office, working remotely, and traveling worldwide with an employee safety app.

RAVE GUARDIAN'S 24/7 TWO-WAY CONNECTIVITY EMPOWERS YOUR EMPLOYEES TO:



Submit Anonymous Tips

Employees can discreetly submit 2-way tips with text and images to report suspicious behavior, potential problems, and other hazards.



Directly Dial Security Personnel

Employees can dial your security department directly and the app automatically delivers their name and location.



Receive Targeted Mobile Notifications and Check-ins

You will immediately be able to identify if any of your personnel are present. Once identified, you can communicate with them to determine their status and develop action plans.

IMPROVE EMPLOYEE SAFETY AND ENHANCE RESPONSE

RECEIVE ACTIONABLE FEEDBACK FROM EMPLOYEES

Despite being the eyes and ears of your organization, your staff might be hesitant to report incidents or personnel issues.

You can tap into your organization by empowering them to discreetly submit anonymous tips including text and images through the Rave Guardian mobile app. The anonymous tip technology increases engagement and prevents staff from withholding timely, critical information.

REAL-TIME TRACKING AND COMMUNICATION DURING CRITICAL EVENTS

The number of remote employees, lone workers, and traveling employees is drastically increasing. As the workforce becomes more mobile, employees need to be informed and safe, no matter where they might be.

With Rave Guardian, you have access to detailed real-time tracking and communication with Rave Guardian app users. You can see tip submissions, two-way chats, emergency calls, and user locations. With this additional data and communication tools, your security team has greater insight and can immediately respond and send help.



KEEP YOUR EMPLOYEES SAFE

Employers have a duty of care to ensure the safety and security of their employees. They are accountable for their well-being and need to establish robust security operations to protect employees and communicate with them during ongoing incidents.

Through the Rave Guardian app, safety and security teams can issue wellness checks and geo-targeted notifications as well as respond to anonymous tips and direct dials to Corporate Security.

SAFETY INNOVATION FROM A TRUSTED SOURCE

"Every corporation that cares about the preparedness and safety of their employees should be utilizing Rave's products now. They are the most effective I've encountered."



DON AVIV, CPP, PSP, PCI
CHIEF OPERATING OFFICER
INTERFOR, INTERNATIONAL

RAVE BUSINESS SOLUTIONS

There is no more powerful tool for business
than communication

SAFETY ADVISORIES

HR ENROLLMENT PERIODS

EMERGENCY RESPONSE TEAM ACTIVATION

WEATHER EVENTS

MAINTENANCE ANNOUNCEMENTS

POWER OUTAGES

EMPLOYEE SURVEYS

PUBLIC TRANSPORTATION DELAYS

CYBER ATTACK

FIRE DRILL COORDINATION

SOFTWARE UPGRADES

FACILITY CLOSURES

WORKPLACE VIOLENCE

COUNTRY SPECIFIC RISK NOTICES

MEETING CHANGE NOTIFICATIONS

SUPPLY CHAIN DISRUPTIONS

NETWORK ISSUES

ACTIVE ASSAILANT

HOLIDAY REMINDERS

EMAIL OUTAGES

SHIFT DELAYS AND CANCELLATIONS

TERRORISM

PRODUCT RECALLS

All of Your Critical Communications. One Platform.

Employees receive more communications than ever

before and are distributed more widely across the

globe. With Rave, no employee is out of reach. Rise above

the noise and reach your employees with differentiated

messages via email, voice, text, app push notification and

other communication channels. A single communications

platform ensures you stay focused on solving the problem,

not on communicating that there is one. Wherever your

employees are located, you can respond to every need,

communicate and protect employees via Rave Business

Solutions' geo-targeted notifications, real-time feedback,

and branded mobile app.



**PROACTIVELY
COMMUNICATE**



**CONNECT WITH
REMOTE EMPLOYEES**



**RESOLVE BUSINESS
DISRUPTIONS FASTER**



**BREAK THROUGH
THE CLUTTER**



**KEEP YOUR
EMPLOYEES SAFE**



**RECEIVE ACTIONABLE
FEEDBACK FROM
EMPLOYEES**



TIMELY COMMUNICATIONS

Get your message out with timely, routine, and emergency notifications. It only takes two clicks to send messages to all communication modes, reaching your audience as soon as possible.

Target by group and location to get the right message to the right user at the right time. With unlimited administrators, voice, email, text and app push notifications, there is no end to the number of communications you can send and receive.

EMPLOYEE ENGAGEMENT

Leverage employee feedback with two-way communications. If an incident occurs, you can send a check-in poll via phone, text, or email. The answers are collected for instant analysis and you can use the real-time feedback to coordinate your response.



Empower employees to discreetly submit confidential tips via a text message or through a mobile app. The See Something, Say Something technology increases engagement and prevents staff from withholding timely, critical information. When a tip is received, Corporate Security or key personnel can respond with a message to gather more information, if needed.



PROTECTING YOUR EMPLOYEES

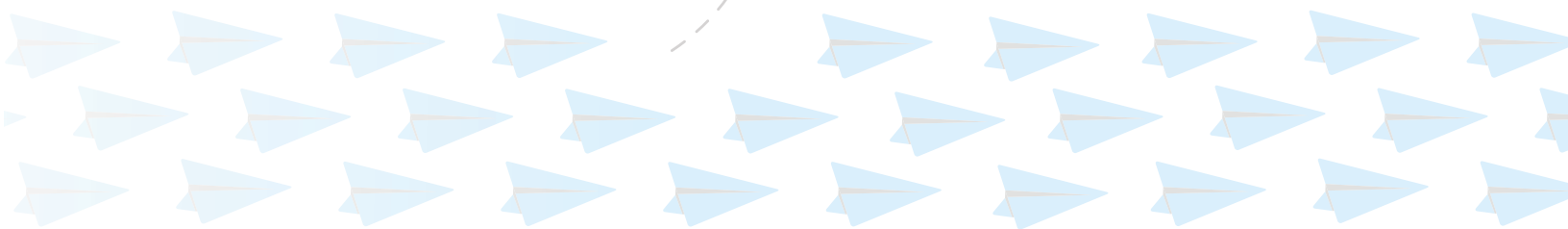
As a part of your duty of care, you are accountable for the safety and security of your employees. With emergency employee notifications, personal safety apps, employee check-ins, and panic buttons, you can further establish robust security operations to protect employees and communicate with them during and after ongoing incidents.

During on-going incident management, teams can utilize unlimited audience segmentation for targeted, two-way communications. Safety and Security teams or key personnel can issue wellness checks and geo-targeted notifications to on-site, lone, traveling or remote workers.

BUSINESS CONTINUITY, PLANNING AND RESPONSE

Mitigate risk and speed up disaster recovery with two-way communications, hosted content, response team mobilizations, system integrations, and redundant business communications. Through an incident management and response dashboard, you can create templates and workflows to tie into your business continuity plans.

In the event you have a system-wide failure, you can utilize Rave as your communications backbone until operations are up and running. When you need to send a message, you can trust that it will go out immediately and not be queued. Global reports in the reporting dashboard show overall system performance to help develop post-action reports for future incident planning and response.



Easy To Use, Easy To Scale

COMMUNICATE

- Mass Notifications
- Group Messaging
- Two-Way Communications
- Multi-Channel Delivery
- Redundant Business Communications
- Unlimited Voice and Text
- Emergency Notifications
- Reporting Dashboard
- Customizable Permissions

COLLABORATE

- Polling and Response
- Visitor Opt-in
- Anonymous Tip Submission
- Management & Response
- Team Mobilizations
- Automated Weather Notifications
- Automated Data Loading
- Comprehensive APIs
- Direct Application Integrations

RESPOND

- Employee Check-ins/Wellness Checks
- Geo-targeted Alerts
- Lone Worker Protection
- Personal Safety Mobile App
- Incident Management and Response Dashboard
- Inbound Hotline
- Panic Buttons

Why Choose Rave?



UNLIMITED USAGE

Unlimited administrators can send unlimited voice, text and email messages to unlimited recipients.



RELIABLE PERFORMANCE

Backed by geo-redundant data centers, our technology platform ensures high performance and unmatched availability.



UP AND RUNNING IN DAYS

With no hardware or software on-premise installation, implementation can be completed in a matter of days.



OUR CUSTOMERS LOVE US

Thousands benefit from our 24/7/365 customer support and we have the renewal rate and references to prove it.



CONTACT US TODAY

Discover how Rave's customizable solutions fit your business.

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RAVE CORPORATE SOLUTIONS

CRITICAL COMMUNICATION PLATFORM

RAVE
MOBILE SAFETY

Critical Communication and Response Platform

The Rave Platform gets the right message to the right people at the right time in all situations.

Alert your entire company, message within departments, and keep individual employees connected – all through a unified platform.



Trusted Communication, When Everything Else Fails.



EASY TO USE INTERFACE
send notifications in 2 clicks from any internet connected device.



APP DRIVEN, 2-WAY
always available employee connection extends safety reach.



REACH YOUR EMPLOYEES
wherever they are, via phone (mobile and office), email, vmail, SMS and social media.



CUTS THROUGH THE NOISE
of today's always-on communication mix.



ELIMINATES CONFUSION
with consistent, credible, multi-modal messages from management sources.



TIP TEXTING
adds "eyes and ears" throughout your organization.

Streamlined Outbound Notifications

FAST AND EASY

Use it from any connected device.

REACH ALL EMPLOYEES

Make contact in minutes through mobile apps, calls, email, and text.

TARGETED COMMUNICATIONS

Target specific groups by operational area, function, or geography.

INCIDENT MANAGEMENT

Real-time, 2-way, secure communication lets you manage ongoing incidents.

App-Powered Employee Response

CONNECT AND PROTECT, GLOBALLY

Reach employees anywhere while providing security personnel with actionable data.

EMPOWER EMPLOYEES

Enable anyone to report critical information in real time.

HIGH PERFORMANCE

Public safety grade availability, performance, and security – backed by 24x7 support.

IMPROVE AWARENESS

2-Way communication increases situational awareness and keeps people safe.



2-Way, Always On Global Connections



UNLIMITED MESSAGE VOLUME

expands value and usability.

HIGH PERFORMANCE

infrastructure ensures rapid successful message delivery through mobile apps, calls, email, and text.

AUTOMATIC DATA MANAGEMENT

keeps your alert lists accurate and up to date.

ANTI-TERRORISM TECHNOLOGY

certified by Department of Homeland Security.

“Every corporation that cares about employee safety and preparedness should be using Rave’s products now. They are the most effective I’ve encountered.”



DON AVIV, CPP, PSP, PCI
CHIEF OPERATING OFFICER
INTERFOR, INTERNATIONAL

CONTACT US TODAY TO LEARN MORE

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www.ravemobilesafety.com

RAVE
MOBILE SAFETY



One Button Push to Improve Response Times

Clearly communicate an emergency to 9-1-1, on-site personnel, and first responders in seconds. Response times are shortened and safety for all those in the immediate area is improved.

TRUSTED WHEN SECONDS COUNT

With the push of a button, the Rave Panic Button app immediately dials 9-1-1, while simultaneously sending notifications to people on-site of the incident.

The Rave Panic Button app delivers critical response data to 9-1-1 dispatchers and first responders, giving them tools to coordinate a faster and more effective response.

Trusted by schools, universities, hospitals, and corporations nationwide, because when seconds count, Rave Panic Button can help save lives.



ONE BUTTON PUSH TO ACTIVATE



IMMEDIATELY CALL 9-1-1



ALERT ON-SITE STAFF INSTANTLY



ENHANCED SITUATIONAL AWARENESS



INCIDENT VISIBILITY AND MANAGEMENT



REDUCE RESPONSE TIMES, WHEN SECONDS COUNT



IMPACTS ALL EMERGENCIES

In the event of an on-site crisis, an organization member can activate the Rave Panic Button app system by pushing one of the five emergency button types. Upon activation, the user's phone will immediately dial 9-1-1 and at the same time, a preset notification is delivered to all necessary personnel including staff and security. This ensures you rapidly initiate lockdowns, evacuations, or other emergency responses.

HELP ARRIVES SOONER

Rave Panic Button alerts 9-1-1 dispatchers of an emergency and who is calling. It automatically delivers critical facility data including key contacts, floor plans, and emergency response plans. This results in faster dispatch of the right resources with improved situational awareness.

INTERNAL ALERTING



Rave Panic Button's Staff Assist feature enables authorized employees to communicate with on-site groups or individuals without initiating an emergency call to 9-1-1. Internal groups and message templates are predetermined to enable fast communication and reduce the duration of disruptions.

ORGANIZATION-WIDE VISIBILITY AND CONTROL

Never miss an incident. With Rave Command View, Rave Panic Button administrators have complete visibility into every panic button activation on your campus as well as its location, incident type, and the location's facility data.



You can connect from anywhere and monitor and manage situations in real time. With floor plans and location provided, on-site responders will have enhanced situational awareness and can respond faster. Administrators can manage on-going incidents with real-time messages to staff and personnel by sending and receiving accurate updates as events unfold.

SAFETY INNOVATION FROM A TRUSTED SOURCE

"It's the only solution we've seen that provides the immediate cross organizational communication needed during an emergency."



KURT MILLS
EXECUTIVE DIRECTOR
SNOPAC 9-1-1