

Snohomish County Department of Information Technology

**SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN SNOHOMISH
COUNTY AND RAVE
WIRELESS,
INC.**

Emergency Response Notifications Services

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SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND RAVE WIRELESS, INC.

THIS SaaS AGREEMENT is made this ___ day of _____, 20___, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and Rave Wireless, Inc. d/b/a Rave Mobile Safety, incorporated under the laws of the State of Delaware, and duly permitted to conduct business in Washington State (the "Contractor" or "Rave").

In consideration for the mutual covenants and agreements herein, the parties agree as follows:

I. Definitions

- A. Acceptance** means: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor has completed implementation and testing services as provided for in Exhibit A.
- B. Account** means an account enabling a person to access and use the Hosted Services.
- C. Actual Uptime** shall mean the total minutes in the reporting month that the Services were actually available to authorized users for normal use.
- D. Agreement** means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments;
- E. Business Day** means any weekday other than a bank or federal holiday in the USA.
- F. Business Hours** means the hours of 8:00 a.m. to 5:00 p.m. PST on a Business Day.
- G. Contractor Confidential Information** means the Documentation, personally identifiable information regarding End Users and all other information the Contractor treats as proprietary or confidential, subject to Section VIII.C.
- H. County Confidential Information** means:
 - Any information disclosed by, or on behalf of, the County to the Contractor during the term of this Agreement whether disclosed in writing, orally, or otherwise, that at the time of disclosure:
 1. Was marked or described as "confidential"; or
 2. Should have been reasonably understood by the Contractor to be confidential; and
 3. The County Data

- I. County Data** means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Platform.
- J. Critical Defect** means Severity Level 1 as defined in Appendix 1 to Exhibit B, Error Severity Table.
- K. Defect** means Severity Levels 2 or 3 as defined in Appendix 1 to Exhibit B, Error Severity Table.
- L. Deliverables** means the Software, Documentation, and Services to be delivered under this Agreement.
- M. Documentation** means collectively: Contractor's then-current standard product and user guides and/or related documentation generally made available through Rave's online support center to licensees of products and services, as such Documentation may be modified by Contractor, in its sole discretion, from time to time.
- N. Effective Date** means the date of mutual execution of this Agreement.
- O. Functional Specifications** shall mean those specifications to which the System shall conform as set forth in pages 17-33 of Rave's Response to RFP 11-19SB, attached as Exhibit [C] to this Agreement and by this reference made a part hereof and as described in the Documentation.
- P. Hosted Services** means Rave Alert for Public Safety as specified in the Hosted Services Specification, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- P. Hosted Services Specification** means the specification for the Platform and Hosted Services set out in Exhibit A, Order Form and Statement of Work; set forth in pages 17-33 of Rave's Response to RFP 11-19SB, attached as Exhibit C to this Agreement; and in the Documentation;
- Q. Intellectual Property Rights** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents).

- R. Maintenance Services** means the service level provisions as described in Appendix 1 to Exhibit B. Service Level Policy.
- S. Maintenance Window** shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the Services.
- T. Mobile App** means the mobile application known as Smart911 Mobile Application that is made available by the Contractor through Software as a Service (SaaS);
- U. Performance Standards** means, collectively the warranties and performance standards set forth in Section IX. and Appendix 1 to Exhibit B.
- V. Platform** means the platform managed by the Contractor and used by the Contractor to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed.
- X. Response Time** shall be as described in Appendix 1 to Exhibit B, Error Severity Table. **Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.
- Y. Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- Z. Services** means, individually or collectively, all installation, implementation, training, Support and Maintenance Services, and Hosting Services provided by the Contractor to the County under this Agreement.
- AA. Service Level Credits** shall have the same meaning as “Service Credits” set forth in Appendix 1 to Exhibit B.
- BB. Service Level Standards** shall have the same meaning as “Support and Service Level Policy” set forth in Appendix 1 to Exhibit B;
- CC. Software** means the aggregate of the standard software including all upgrades, maintenance releases, bug fixes or patches, and other modifications provided under this Agreement in accordance with the Functional Specifications.
- DD. Support Services** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services as described in Appendix 1 to Exhibit B, but shall not include the provision of training services;
- EE. Supported Web Browser** means the current release from time to time of web browsers such as Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Google

Chrome or Apple Safari on Mac OSX, iOS, Mac, Android, or any other web browsers that the Contractor agrees in writing shall be supported;

FF. Update means a hotfix, patch or minor version update to any Platform software.

GG. Upgrade means a major version upgrade of any Platform software.

HH. Warranty Period means the period commencing upon the Effective Date and continuing for one (1) year.

II. Scope of Agreement.

The purpose of this Agreement is for Rave to provide Emergency Alerting services to Snohomish County and its Designated Institutions, as defined in Exhibit B. Additional License and Services Terms and Conditions, Section 5.4, and in accordance with the Functional Specifications. The scope of services is as defined in Exhibit A (Order Form and Statement of Work) and Exhibit B (Additional License and Services Terms and Conditions) attached hereto and by this reference made a part hereof. This Agreement is the product of County *RFP No. 11-19SB* Emergency (911) Notification Solution.

A. Scope. This Agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Deliverables.

B. Turn-key Basis. The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in material conformity with the performance criteria stipulated herein upon delivery, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

III. Services.

A. Implementation and Testing Services. As provided in Exhibit A, the Contractor shall implement and test the Hosted Services to ensure that they meet the functional specifications set forth in the Documentation and Exhibit C.

B. Hosted Services. The scope and terms of the license granted to the County for the Hosted Services are as described in the Exhibit B.

C. Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement.
2. Contractor shall give the County at least seventy-two (72) hours' prior written notice of scheduled Maintenance Services that are likely to affect the availability of

the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Contractor's other notice obligations under this Agreement.

3. Contractor shall give the County at least five (5) business days' prior written notice of the application of a non-critical Upgrade to the Platform.
4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.
5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under this Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

D. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement.
2. Contractor shall make available to the County a help desk to provide Technical Support as described in Appendix 1 to Exhibit B (Support and Service Level Policy), attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable expected from a leading service provider in the Contractor's industry.
4. County may use the help desk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the help desk for any other purpose.
5. Contractor shall respond promptly to all requests for Support Services made by the County through the help desk.
6. Contractor shall provide the Services according to the performance criteria and Service Level Standards set forth in Appendix 1 to Exhibit B.
7. In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor Service Level Credits as described in Appendix 1 to Exhibit B.

E. Training Services.

1. Contractor shall provide Training Services to the County to the extent described in Exhibit A (Order Form and Statement of Work).

IV. **Term of Agreement.**

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the Effective Date .

- A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.
- B. The maximum term for this Agreement is five (5) years from mutual execution, unless terminated earlier in accordance with this Agreement or extended by written agreement signed by all parties.

V. **Termination.**

- A. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time after the end of the initial two (2) years of the term by providing at least sixty (60) days prior written notice pursuant to Section XIII (P) to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice that are in accord with the provisions of this Agreement. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual services provided up to the date of termination but shall not be entitled to payment for loss or anticipated profit. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to review for reasonableness and compliance with the Agreement, applicable laws and regulations.
- B. **Termination for Breach.** Either party may terminate this Agreement (or the license to any Product(s) and Services 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 fifteen (15) 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.
- C. **Termination for Non-Appropriation.** In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after it provides written notice of termination, provided the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation

of funds is probable and provides a notice of termination not more than 14 days after the end of the fiscal period.

- D. Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of either party under any other section or paragraph of this Agreement. Subject to Section VIII. C. of this Agreement, upon any termination of this Agreement, each party shall (i) immediately discontinue all use of the other party's Confidential Information and, in the case of the County the Products and Services; (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 of this Agreement will automatically terminate all licenses granted hereunder. Without limiting the foregoing, upon any termination of the license to any Product(s) and Services hereunder, the County's license rights therein shall immediately terminate and the County shall immediately discontinue all use of such Products and Services and Contractor's related Confidential Information.
- E. Data on Termination.** Upon termination of this Agreement, Contractor shall, within ten (10) business days following the termination of this Agreement and the written request of County, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the County Data in the format specified by County. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor, but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.
- F. Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will provide to County and / or to the service provider selected by County (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the "Transition Services"). The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to County or Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; and, (c) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

VI. Acceptance Testing. Intentionally Omitted

VII. Price and Payment.

- A.** The County shall pay the Contractor Ninety One Thousand Seven Hundred Thirty Two Dollars (\$91,732.00) for the Deliverables required to be provided by the Contractor as described in Exhibit A. Order Form and Statement of Work. Annual recurring charges for Software Subscription Services in years 2 through 5 shall not exceed Eighty Seven

Thousand Nine Hundred Thirty Two Dollars (\$87,932.00) per year or a total of Four Hundred Thirty Nine Thousand Six Hundred Sixty Dollars (\$439,660.00).

- B.** Unless specifically stated in Exhibit A, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.
- C.** The County shall, upon receipt of appropriate documentation, compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" agreement based upon the Deliverables identified in Exhibit A.
- D. Dispute.** Should the County, in good faith, dispute any of the charges on its invoice, it shall notify Contractor of such disputed charges in writing within ten (10) business days after receipt of the invoice ("Dispute Notice"). The Dispute Notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, and the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of eight percent (8%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice. Absent a Dispute Notice, the County shall be deemed to have agreed to the fees as invoiced upon the expiration of a net 30 time period. Contractor reserves the right to charge, and the County 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 timely Dispute Notice.

VIII. Confidentiality and Public Disclosure.

- A. Mutual Confidentiality Obligations.** Subject to Section VIII (C) below, 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
- B. Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). Subject to Section VIII. C. of this Agreement, each party ("Recipient Party") shall use its best efforts: (1) not to disclose

or disseminate confidential data provided by the other party ("Disclosing Party") to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Recipient Party's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Recipient Party, or provided access to the Disclosing Party's data for any reason, protect the Disclosing Party's confidential data against unauthorized use, dissemination, or disclosure. The Recipient Party's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the Disclosing Party or its employees.

- C. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- D.** Contractor shall not rent, trade or sell information regarding End Users (including, but not limited to, any County Content) (as those terms are defined in Exhibit B) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Contractor may disclose any such information to Third Party Service Providers and Emergency Service Providers (as those terms are defined in Exhibit B) 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 Contractor or any Contractor Representative be liable for the failure of County or any third party (including, but not limited to, any Designated Institution (as that term is

defined in Exhibit B), Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and applicable privacy laws and regulations.

- E. Each party shall indemnify and hold harmless the other party, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from the first party's breach of this Section VIII.

IX. Warranty Provisions.

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

- A. **General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials.
- B. **System.** The Contractor represents and warrants to the County that the System shall function without material defect in accordance with the Functional Specifications, Performance Standards, and Documentation.
- C. **Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall provide 99.999% uptime availability ("Performance Standards"). The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the Performance Standards or the provisions of the Support and Service Level Policies (Appendix 1 to Exhibit B). The County's rights regarding any deficiencies in such service are described in Appendix 1 to Exhibit B.
- D. **Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized firms in its industry in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only current technology or methods unless otherwise agreed by the parties in a particular statement of work or Exhibit.
- E. **Documentation.** The Contractor represents and warrants to the County that it has made available to the County the Documentation for the Software and the System that it customarily provides its other clients and that accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides it generally to its other clients and that all such

updated Documentation will be accurate. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive Support and Maintenance Services from the Contractor.

- F. Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent or improved performance. Without limiting the foregoing, Contractor further warrants that future Support and Maintenance Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.
- G. Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.
- H. Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall defend, indemnify and hold the County harmless from any damage resulting from the harm described above.
- I. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall pertain to claims made regarding the County's use of the software during the term of the agreement even if the claim is first made after the termination.
- J. Third Party Warranties and Indemnities.** For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements and it is commercially reasonable to do so.

K. Authority. Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein.

L. Privacy. Contractor acknowledges that the County Data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state and federal laws and regulations and state and federal government agency orders and decrees to which the County may be subject (“Privacy Laws”), as well as certain restrictions imposed on the County Data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County Data, as they are promulgated and applied, currently and in the future during the term of the Agreement. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor’s use (whether directly or indirectly) of the County Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within ten (10) Business Days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.

M. Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the regulatory requirements.

X. County Data.

A. Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

B. Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor’s own purposes or for the benefit of anyone other than County without County’s prior written consent. This Section shall survive the termination of this Agreement.

- C. Extraction of County Data.** Contractor shall, within five (5) business days of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the format that it was provided to Contractor by County.
- D. Backup and Recovery of County Data.** As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Contractor shall maintain a contemporaneous backup of County Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein. Any backups of County Data shall not be considered in calculating storage used by County.
- E. Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than two (2) Business Days of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; (c) in the case of PII (personally identifiable information), at County's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) days of the Occurrence; or, (ii) reimburse County for any costs in notifying the affected individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) if the Occurrence was due to Contractor's gross negligence or intentional wrongdoing, indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data without charge to County; and, (h) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This section shall survive the termination of this Agreement.

XI. Indemnification.

A. General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all third party claims, suits, actions, costs, counsel fees, litigation costs, expenses, direct damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, by reason of any act, error or omission in violation of a legal or contractual obligation of the Contractor, Contractor's employees, agents, or subcontractors; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors. It is intended by the parties that this Section XI.A. pertain only to indemnification rights of the County and shall not be used in agreements that Contractor may enter into with other clients.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives, as respect to the County only, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and any similar law of any other jurisdiction, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

B. Patent and Other Proprietary Rights Indemnification.

1. Indemnification. Contractor will indemnify and hold the County harmless from and against any and all claims, liability, direct damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the Software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or, if neither

of those options are available, (3) provide a prorated refund to the County of all amounts prepaid by the County for the Software for the balance of the then-current term of the Agreement.

2. **Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach, by the County, of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the Software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

Additional Indemnification Terms. The foregoing Contractor indemnification obligations are contingent on the County providing it with (i) prompt written notice of the claim for which it seeks indemnification; (ii) sole authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Contractor may reasonably request, at Contractor's expense, in connection with such defense and/or settlement. Contractor shall keep the County regularly informed of any relevant developments regarding the resolution of the claim. Additional indemnification terms are also located in Exhibit B, Additional License Terms and Conditions Section 4. Liability and Limitations.

XII. Insurance.

- A. **No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.
- B. **Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:
 1. **Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.
 2. **Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. Such insurance must be obtained before performing any work under the Agreement. The County will not be responsible for payment of

workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

3. **Errors & Omissions/Professional Liability Insurance**, in an amount not less than \$5,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the Agreement.

C. Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.
2. The Contractor's insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
3. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the Washington State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, Contractor shall provide County with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of the Agreement.
4. Contractor shall furnish the County with certificates and a copy of the amendatory endorsements including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

XIII. Miscellaneous.

A. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections V (Termination), VII (Price and Payment), VIII (Confidentiality and Public Disclosure), X (County Data), XI (Indemnification), XIII-C (Assignment and Transfer), XIII-D (Independent Contractor), XIII-I (Governing Law and Venue), XIII-J (Applicability of Uniform Commercial Code), XIII-K (No Waiver), XIII-M (Covenant of Good Faith), XIII-N (Third Party Beneficiaries), XIII-O (No

Construction Against Drafter), XIII-P (Notices) and XIII-Q (Access to Books and Records) of this Agreement survive the cancellation, early termination, or expiration of this Agreement.

B. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

C. Assignment and Transfer.

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, in the case of Contractor, any transaction in which more than fifty percent (50%) of its voting securities are transferred. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Contractor and County and their respective permitted successors and assigns. All Services provided by Contractor's transferee during the transition Period shall be provided at no additional cost.

D. Independent Contractor.

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's reasonable discretion. If on-site Services are required, they will be performed at a location specified by the County. The County in its reasonable discretion may request removal of any Contractor personnel, representative, agent or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. Upon request of the County based on demonstrated good cause, Contractor will remove and replace any Contractor personnel,

representative, agent or subcontractor who was working on County's premises. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Except as notified to County prior to the Effective Date, Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's reasonable discretion. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor accepts all responsibility for subcontractor actions with regard to the obligations of this Agreement; and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

F. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

G. Non Discrimination.

1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

- 2. Federal Non-Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

H. Security, Access, and Safety Requirements.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

I. Governing Law and Venue.

The validity, construction, interpretation, and performance of this Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to resolve any disputes in a state superior court or federal district court of competent jurisdiction in the State of Washington.

J. Applicability of Uniform Commercial Code.

To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as "goods" would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

K. No Waiver.

No action or failure to act by either party shall constitute a waiver of any right or duty afforded to that party under the Agreement, nor shall any such action or failure to act by a party constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the party.

L. Force Majeure.

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent

commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

M. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

N. Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

O. No Construction against Drafter.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

P. Notices.

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

To Snohomish County:
Snohomish County
Department of Information Technology
3000 Rockefeller MS 709
Everett, WA 98201
Attn: Alan Jones, IT Administrative Manager

To Contractor:
Rave Wireless, Inc.
492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Attn: Chief Executive Officer

or to such address as the parties may provide by notice to each other from time to time.

Q. Access to Books and Records.

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

R. Source Code Escrow. Intentionally Omitted.

S. Severability.

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

T. Incorporation of Exhibits.

Exhibits A, B and C referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

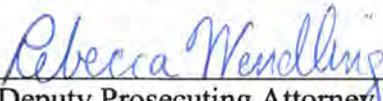
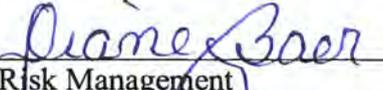
The Contractor was selected through the County's RFP identified in Section II. The Contractor's response to section 7F, Functional Requirements, is attached to this Agreement as Exhibit C.

U. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Agreement
2. Exhibit A (Order Form and Statement of Work)
3. Exhibit B (Additional License Service Terms and Conditions)
4. Exhibit C (Contractor's Response to RFP11-19SB Section 7F, Functional Requirements)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

COUNTY OF SNOHOMISH:	CONTRACTOR: RAVE WIRELESS, INC.
 KEN KLEIN Executive Director Date: 2/12/2020	 By: William C. Price Title: CFO Date: 1/20/2020
By: Snohomish County Executive Date:	By: William C. Price Title: CFO Date: 1/20/2020
Approved as to Form:  Deputy Prosecuting Attorney Date: 1/17/2020	
Recommended for Approval:  Director of Information Technology Date: 1/21/20	
Approved as to Insurance and Indemnification provisions:  Risk Management Date: 1/21/2020	

COUNCIL USE ONLY	
Approved: _____	2/12/2020
Docfile: _____	D-3

EXHIBIT A

Order Form and Statement of Work

LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("County"):	Snohomish County
ADDRESS:	3000 Rockefeller Avenue
	Everett, Washington 98201
CONTACT NAME/TITLE:	Alan Jones, IT Administration Manager
PHONE:	425-388-7046
EMAIL:	Alan.jones@snoco.org

INITIAL LICENSE TERM:	February 1, 2020 through January 31, 2026
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FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
Rave Alert for Public Safety Including the following features: <ul style="list-style-type: none"> • Premium SMS Messaging • CAP inbound/outbound API • Social Media Integration • Voice Add-on Module • LDAP/CAS/SSO/Shibboleth Annual Authentication Integration • Smart Loader Annual Integration • Rave Prepare Add-On • Loaded Landlines • SMS to Opt-in for Public Safety (1 Keyword) 	Population	733,000	\$87,932.00

Annual License Fee(s):	\$87,932.00
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PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee
Integrated Alert Warning System (IPAWS) implementation	\$2,000.00
Rave Alert Set-up and implementation	\$1,800.00

Total Set-Up Fee(s):	\$3,800.00
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TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	5	\$87,932.00	\$439,660.00
One-Time Fees (Set Up & Integration):			\$3,800.00
Total Fees			\$443,460.00

Fees Payable Net 30:	\$91,732.00
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STANDARD CONDITIONS:

1. **Rave Alert.** No additional fees shall be payable to Rave for unlimited Text/SMS, Email, RSS for messages sent through Rave Management Console and 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 County may be subject to additional charges. If applicable, these additional per message fees (\$0.03 per SMPP message) are billed quarterly in arrears.
2. **Rave Voice (if applicable).** No additional fees shall be payable to Rave for unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
3. **Purchase Orders.** County agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, County will timely issue such purchase order to Rave. Notwithstanding the foregoing, County agrees that the absence of a purchase order or other ordering document may not be used as a basis to avoid or excuse the performance of any of County's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave for services provided.
4. **Services.** County is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the Rave Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If County 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. Prior to implementing changes that require re-deployment, County shall work with Rave and mutually agree, in writing, on the additional charges for the re-deployment services.

SPECIAL CONDITIONS:

Rave shall procure and load landline data once per year at no additional expense to the County.

STATEMENT OF WORK

Rave uses an electronic online project tracking tool that will become the central hub of Snohomish County's overall implementation (onboarding) project. Rave shall track all interactions and employee electronic ticketing, which will provide a clear historical record of all implementation interactions between Rave and the County.

Timing and Milestones

The estimated implementation timetable shall span 5-15 business days, assuming the County shall make the required staff resources available at the customer site and depending upon specific integration requirements or other factors impacting scheduling and availability of resources. This timetable will vary based on specific County needs, implementation of optional integrations, and configuration needs for any features that may require some customization.

Rave shall assign a dedicated Rave Client Manager to the County who shall be the single point of contact during implementation, and who will provide practical experience, expertise, and employ best practices during the implementation. The Rave Client Manager will guide the County's alert implementation to success. During the implementation, Rave will also introduce the County's Project Manager to the County's Rave Customer Success Manager (CSM), who will provide assistance to the County both during and after implementation. Snohomish County's CSM will be based in the greater Seattle area.

The County's assigned Rave Client Manager shall be available to coordinate implementation within the first 60 days after execution of the Agreement, unless otherwise agreed upon by Rave and County. The Rave Client Manager shall dedicate up to 12 hours of time to the County during the implementation process, inclusive of implementation activities on the hosted platform.

During the project kickoff, Rave will provide a customized project checklist to ensure that for each site all required project components are properly addressed.

Rave Client Manager responsibilities and authorities include:

- Project Management
- Test Plan development
- Resource allocation
- Configuration management
- Change management
- Issue management
- Risk management

Project Components and Milestones

Project Initiation Phase

During project initiation, Rave shall establish project roles and contact points, define core objectives for overall implementation, and present goals for project timetables.

Online Kick-off Meeting

1-1.5 hours - Web meeting with all project stakeholders that shall cover:

- Overview of the Platform
- Access to product resources
- Implementation process overview
- SmartLoader options
- Registration and authentication options
- Integration to optional notification targets really simple syndication, common alerting Protocol, social networks, etc.
- Specific project target dates
- Next Steps
- Implementation

Project Planning and Implementation Phase

Includes up to 10 hours of Client Management, during which Rave shall:

- Implement hosted site, provide core branding, and login credentials
- Implement one-time data loading, and perform general configuration
- Implement optional SmartLoader and enterprise authentication integrations
- Implement loaded landline data from Rave-provisioned sources, Automatic Number Identification (ANI)/ Automatic Location Identification (ALI) data set available from Computer Aided Design (CAD) vendor or carriers, or County Geographic Information Systems (GIS) data
- Implement geo-targeting and map-based tools as needed
- Implement County Staff/Employee self-service portal
- Implement public portal for Designated Institutions and supporting resident subscribers
- Perform functional testing and technical review
- Provide training for administrators and Alert Authors using online courseware
- Rollout the product and training tools to specific jurisdictional users within the County

Project Completion and Transition to Standard Technical Support (Collaboration Between County and Rave)

- County and Rave shall collaborate to release system to production environment and discuss next steps and discuss next steps to ensure system is working as needed.

- County and Rave shall schedule a "go-live" date for internal staff, operational, and departmental communications
- County and Rave shall work together to develop a test plan for configurations
- County shall develop a public launch plan and execute the plan
- Rave shall provide program marketing for public education of the service, support the website, and perform related tasks as needed. Rave Client Manager shall hand-off County's services to Rave Standard Technical Support team

Rave and County shall perform a Project review and provide feedback to each other and test the system internally within the County to ensure all steps for implementation are complete and the system is operating properly.

The County shall assign a Project Manager who will lead the implementation effort on behalf of the County and ensure that the County's Rave client support team has properly identified key stakeholders. Additionally, depending on the systems that the County identifies as the source of Rave notification data, as well as integration with authentication platforms such as Active Directory Federation Service (ADFS), Rave may request additional County team members to be directly involved in the project. Overall however, the participation requirements for the County staff will be minor for the Rave Alert implementation.

Responsibilities

Clearly defined roles ensure a successful implementation, operation and maintenance of Rave Alert.

Rave's responsibilities

Rave shall provide:

- 24x7 access to licensed applications
- User access to Rave Alert applications
- On-going maintenance and upgrades to licensed software
- Standard application integration services
- Training & Tier 1/Tier 2 support for client administrators
- Community Marketing/Educational support and material templates

County responsibilities

County shall:

- Assign dedicated project manager who shall lead and coordinate the implementation effort from the County's side
- Provide information to Rave to support the authenticated login and registration process and any branding of the site.

- Provide support for data integration connectivity to enterprise: Enterprise Resource Planning (ERP)/ Human Resources (HR) data sources as required
- Manage the rollout plans and processes across County Designated Institutions using the product where applicable
- Identify and configure rules required to enable Automated Weather Notifications on the service
- Perform community marketing outreach, with assistance from Rave's Community Marketing team and toolkit
- Oversee training compliance if necessary

Training

Comprehensive Training for Unlimited Administrators and Alert Authors (Administrator Authorized to Send Alerts)

As a component of the Rave Alert implementation Rave shall provide comprehensive initial and ongoing training for County system users. Rave shall deliver initial training sessions to County domain administrators, and provide regular scheduled training, live or pre-recorded, that is open to all customers. Training is available to County administrators via live sessions, an in-product training mode, and on-demand online materials. These training offerings are provided by Rave as a component of Rave's standard services commitment at no additional cost.

County Administrators shall require 1-2 hours of online courseware and live training to obtain the ability to manage the full range of functions of the Rave Alert system. Alert Authors with less administrative control require less than one hour of training to fully manage their assigned responsibilities in the system. As a Jurisdiction implementing Rave's Integrated Alert Warning System (IPAWS), the County training will also need to include Federal Emergency Management Agency (FEMA) courseware for IPAWS activators. This FEMA training or other training in emergency notifications system management that is mandated by Federal and State law is provided by the state or federal agency and is not a part of Rave' services to Snohomish County.

Rave shall provide the following training materials to the County:

- Rave Alert Frequently Asked Questions (FAQ)s: User Console - commonly encountered questions on creating and sending alerts
- Rave Alert Management Console Guide - support geared specifically towards managing
- Rave Alert User Guide
- Rave Alert Group Administrator Guide
- A range of developer guides for integration points, SmartLoader features, Representational State Transfer (REST)ful Application Programming Interface (API)s, and more
- Specific feature "Viewlets" - quick, targeted support for specific features, for example "Using Geo-Targeting Alerts"
- Customer webinars - highlight areas of the platform and new features, timed with software releases

- Unlimited access to the Rave Academy - online learning management system with self-study courseware
- Unlimited access to Rave's Customer Support portal

Training Components

Training Mode

Alert Authors can enter Training Mode at any time through Rave's web-based administrative interface. Training Mode enables all Rave Alert tools except alert broadcasting abilities, so users can practice directly on the interfaces they will use to send alerts.

The Rave Academy

The Rave Academy includes general overview videos, short tutorials targeted to specific features and a certification program. County, County administrators, and Designated Institutions shall be provided unlimited online access to the Rave Academy at no extra cost. In addition to these resources, Rave's Customer Support Portal offers a variety of self-help training materials, recorded versions of live training sessions, helpful documentation, and other information.

Rave has designed training so that customers can self-manage oversight of training utilizing online resources. The Rave Academy learning management system supports a variety of topics for self-paced study. Administration of the system is covered within short video tutorials on the Rave hosted learning management platform, available 24 hours per day, 7 days per week.

Training options range from 30-minute to 90-minute self-study courses. A certification process is included should the County choose to require certification of alert authors and administrators.

The Rave Support Center

Rave shall provide through its online portal documentation regarding the Rave Alert System. Rave Alert System links to the Rave Support Center on every page of the administrative interface. Rave shall provide the following features for its Support Center:

- Complete online help system for the administrative user interface
- A searchable knowledge base of helpful information and product FAQ
- Links to the Rave Academy and all other instructional tools available to administrators
- Materials for customers who require "train-the-trainer" style content for local instruction
- Best Practices documentation
- The Rave Alert Subscriber Marketing Toolkit
- Best Practice Guide for Configuring Role-Based Access Controls (RBAC)
- Detailed technical documentation regarding details of all integration points
- "What You Need to Know" section
- Product Update information and Release Notes for past and upcoming releases

Implementation Project Plan

Rave shall provide implementation services that shall include everything needed for the County to get the Rave Alert System started quickly without the need to integrate to back-end systems or user repositories. As part of the basic implementation Rave shall perform a single bulk user load that can be used to migrate users from existing systems or pre-populate Rave with basic contact details such as names, email addresses, and mobile or landline telephone numbers. The County is responsible for deciding whether to migrate data from prior system and providing the data in Rave format that is necessary to perform this bulk load.

The table below is an estimated timeline for implementation and suggested timing and resources needed to complete the tasks. Many tasks in this table will proceed in parallel. Some tasks such as integration tasks will include some iterative cycles of testing during implementation; time commitment estimates below include reasonable "back-and-forth" iterations to allow the County to test and Rave to provide updates for retesting, and do not necessarily indicate work time commitments for each task.

Task	Time Estimate	Responsible Resource
Planning		
1. Facilitate transition to Implementation Team	1	Rave Sales, Rave Client Manager, County Project Manager
2. Prepare for Launch and Coordinate Implementation Schedule with County resources.		Rave Client Manager
3. Schedule Kickoff Meeting and submit agenda	1	Rave Client Manager,
4. Attend Kickoff Meeting and review Launch Form	1	Rave Client Manager, Rave Customer Success Manager, key stakeholders at County
5. Review and determine County requirements for implementation. Transfer relevant documentation from County to Rave, to include public education marketing collateral, API, any required third-party integrations, and information for bulk-uploads	1	Rave Client Manager, Project Managers, key County stakeholders including IT staff
6. Complete and submit Launch form to Rave	1	County Project Manager
7. Confirm Rave emails will be accepted by County e-mail servers and not blocked or limited (details for delivery are part of initial implementation documentation).	1	County Project Manager
8. Configure / Verify Production IPs white listed and firewall settings	1	County Project Manager
10. Review Launch Form. Ensure information provided by County matches technical requirements specifications, and then configure core application.	1	Rave Client Manager
11. Coordinate/Schedule Technical Meeting	1	Rave Client Manager, Project Managers, Key Stakeholders including IT staff
12. Schedule and attend technical Meeting with County to clarify Launch form items, firm up Go Live dates, determine and resolve any outstanding items, gather branding	1	Rave Client Manager, Project Managers, Key Stakeholders including IT staff

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information and usage guidance for domain, and set up follow-up discussions as needed.

13.	Sign County up/ activate County on Rave's 'Notifications' list. This administrative list provides notifications of outages or platform issues that may impact the County's use of the system.	1	Rave Client Manager
Implementation		1	Rave Client Manager, Rave Services
1.	Configure, test and schedule SmartLoader contact provisioning for County staff and employees	Up to 5 days	Rave Client Manager, County IT staff
2.	Provision and load public call directories (e.g., ANI/ALI landline data, provisioned data sources for public address-based contacts, or GIS data)	Up to 3 days	Rave Client Manager, County IT staff
3.	Configure, test and authenticate ADFS	Up to 3-5 days	Rave Client Manager, County IT
4.	Perform Initial handoff pre-production site and credentials to County	Up to 3-5 days	Rave Client Manager
5.	Complete setup of Test Accounts as needed	1	County
6.	Build-Out Domain	Up to 5 days	Rave Client Manager, Rave Services
7.	Hand-off production site to county / send to domain-specific login page for County	1	Rave Client Manager
8.	Register Domain Administrators on site	1	County
9.	Configure Domain Administrators with appropriate privileges	1	Rave Client Manager
10.	Perform Domain Go Live (live in production environment to County administrators)	1	Rave Client Manager, Rave Services
11.	Utilize Rave training materials to train county staff	As needed	County
12.	Coordinate Training, discuss specific County implementation with training to tailor training delivery, rollout product across jurisdictions and agencies as needed, forward Rave Alert documentation and best practices to affected agencies and staff	1	Rave Client Manager, Rave Services, Rave Training staff County
13.	Prepare and deliver Web-based training, and provide post-training follow-up	1	Rave Training staff
14.	Configure public portal branding, features, and alert categories for subscribers	Up to 3 days	County Project Manager, County Management, Rave Client Manager
15.	Create customer-hosted Information/FAQ pages with link to registration page and resources	Up to 3 days	County Project Manager, County Management
16.	Perform public Go Live (release to live productions environment for emergency notifications to public)	1	County PM and administrators
17.	Provide Post-Delivery support to the County's live system.		Rave Professional Services, County Management, County Project Manager

EXHIBIT B ADDITIONAL LICENSE AND SERVICES TERMS AND CONDITIONS

These Additional License and Services Terms and Conditions and the accompanying Support and Service Level Policy (together, the "Exhibit") supplements the SaaS Agreement (the "Agreement") to which this Exhibit is appended regarding the license of Products and acquisition and use of the Services provided by Rave Wireless, Inc. d/b/a Rave Mobile Safety (referred to in this Exhibit as "Rave") to Snohomish County (referred to in this Exhibit as "County"). It contains supplemental terms and conditions to which Rave and Snohomish County have agreed as of the Effective Date of the Agreement with respect to the Products and Services that are the subject of the Agreement. References herein to the "Agreement" are intended to include the terms of this Exhibit. Each of Rave and County shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used in this Exhibit shall have the meanings assigned to them in Section 5 hereof, throughout this Exhibit or in the Agreement.

1. SERVICES AND PRODUCTS

1.1 Services. In consideration of the Fee(s) payable by County pursuant to the Order Form(s), Rave shall provide the County 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 Exhibit and the Agreement generally, 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 the Agreement, including this Exhibit, Rave hereby grants to County a limited, non-exclusive, non-transferable, non-sublicensable 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 County's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to County'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 County 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 the Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in the Agreement. County 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 County hereunder.

1.3 Product Restrictions. Except to the extent otherwise expressly authorized by Rave under the Agreement, County 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. County 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, County 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. County hereby acknowledges that nothing in this Agreement shall be construed to grant County any right to obtain or use such source code or any derivative works thereof. County shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by County and shall not remove, alter or obscure any such proprietary notice or legend.

2. PROFESSIONAL SERVICES

Any Professional Services to be provided by Rave to County 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 County to Rave thereunder.

3. COUNTY OBLIGATIONS

3.1 County Operation. County acknowledges and agrees (i) that County 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 County's or any Administrators' failure to operate the Products in accordance with the Documentation.

3.2 County Compliance. County 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 Agreement provisions prohibiting County 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, County shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under the 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 law; 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 County; 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 County be authorized to make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in the Agreement. County shall be responsible for the compliance by all Designated Institutions and their respective Administrator with all of the terms and conditions of the Agreement.

3.3 County Content. If County provides or otherwise makes available any information or any other data collected by County 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 "County Content"), County represents and warrants that County has any and all legal rights in and to such County Content, in order to use and disclose, and permit use and disclosure of, the County Content in connection with the operation and use of the Services as contemplated by the Documentation or the Agreement generally.

4. LIMITED WARRANTY AND LIMITATIONS

4.1 Limited Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION IX OF THE AGREEMENT, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE

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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, 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 County'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 County 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. County 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").

4.2 Limitation of Liability. IN NO EVENT SHALL RAVE OR ANY RAVE REPRESENTATIVE BE LIABLE TO COUNTY 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 THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of Rave to County and any third party for all claims arising from or relating to the Agreement and/or the operation or use of the Services and Products shall not exceed One Million Dollars (\$1,000,000.00), regardless of whether any action or claim is based on warranty, indemnification, Agreement, 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 4 are intended to apply without regard to whether other provisions of the 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 the Agreement, including, without limitation, the economic terms, would be substantially different.

5. DEFINITIONS

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

5.2 "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.

5.3 "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.

5.4 "Designated Institution" means any city, agency, or Native American Tribe with whom the County holds an interlocal agreement to provide alert services, and any person for whose benefit County is licensing one or more Products hereunder as specified in the relevant Order Form.

5.5 "End Users" means individuals associated with County 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, County 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).

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

5.7 "Professional Services" means the separate support offerings for County 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.

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

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

5.10 "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.

5.11 "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 licensor or other third party from whom Rave has received sublicense rights in connection with the operation or use of the Products, as the case may be.

6. SURVIVAL. The provisions of this Exhibit that, by their nature, are intended to survive a termination or expiration of this Exhibit (or the license to any Products hereunder), including without limitation County's obligation to pay any amounts due and outstanding hereunder and the provisions of Sections 1.3, 3, 4, 5 and 6 of this Exhibit, shall survive termination or expiration of the Agreement (or the license to any Product(s) and Services).

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**APPENDIX 1
(TO EXHIBIT B)**

SUPPORT AND SERVICE LEVEL POLICY ("SLP")

Purpose

This SLP sets forth Rave's responsibilities with respect to providing customer support to the County and the service levels associated with the Services provided to County 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 County or by Third Party Service Providers. For unplanned downtime (an "Event"), Rave will assign an error severity code based on Rave's assessment of the Event at the point an error is identified. Rave will make adjustments to the error severity code based on how the Event proceeds.

Error Severity Table

Error 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 County	For Events reported during normal business hours (9am to 5pm PST 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 hours
Sev 3	" Sev 3 Error " means an Event that: (a) has minimal current impact on the County, 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 County experiences an Event, County 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.

County and Rave will exchange ticket numbers for tracking an Event beginning with the initial report of an error. County may be required to interface with any third party hardware and software vendors, carriers or other service providers that are not subcontractors for Rave. County Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 st Point of Contact	IT Help Desk	425-388-3378		servicedesk@snoco.org
1 st Escalation	David Baxter, IT Applications Supervisor	425-388-3243		David.baxter@snoco.org
2 nd Escalation	Matt Crisler, IT Applications Manager	425-388-3162		Matt.crisler@snoco.org

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

4. **Change Control Management/Update Management.**
 - A. **Product Modifications by Rave:** Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
 - B. **Implementation of Updates/Maintenance:** Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to County by Rave.

C. **Service Interruptions and Advanced Notification Requirements:** Rave will provide County with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to County. "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 County'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, County 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, County must send an email to Rave at finance@ravemobilesafety.com within ten (10) business days of the end of the calendar month in which the failure resulting in downtime occurred. County must include the County Name, Contact Name and email address, and dates and times of unavailability. If Rave confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

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**Appendix 2 to Exhibit B
Rave Mobile Safety, Inc. Privacy Policy**

Effective Date: May 24, 2018

Introduction

This Privacy Policy applies to data collection by Rave Mobile Safety, Inc. ("Rave Mobile Safety," "we" or "us") via the websites, www.ravemobilesafety.com and www.rapidnotify.com (the "Sites") and shall apply to your use of the Sites. This Privacy Policy excludes services that state that they are offered under a different privacy policy. This Privacy Policy governs the manner in which Rave Mobile Safety collects information from you ("User" or "you") on the Sites.

Our Privacy Policy explains: (1) what information we collect and why we collect it; (2) how we use and share that information; (3) the choices we offer, including how to access and update information. Specifically, our Privacy Policy covers the following topics:

1. When This Privacy Policy Applies
2. Terms of Service
3. Information We Collect
4. How We Use Information We Collect
5. Our Legal Basis for Collecting Personal Data
6. Information We Share
7. Your Failure to Provide Personal Data
8. Our Retention of Your Personal Data
9. Your Choices and Accessing, Updating or Deleting Your Personal Data
10. Our Opt-in/Out-out Policy
11. Third Party Links
12. International Transfer
13. How We Protect Personal Data
14. Children
15. Direct Marketing and "Do Not Track" Signals
16. Changes to this Privacy Policy
17. How to Contact Us

Please familiarize yourself with our privacy practices and let us know if you have any questions. By using the Sites, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Sites.

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States and Canada. The privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our data transfer operations in the "International Transfer" section below. If you do not agree to the transfer, storage and use of your information in the countries where we operate, please do not use the Sites.

If you have any questions or comments about this Privacy Policy, please submit a request to privacy@ravemobilesafety.com.

When this Privacy Policy Applies

Our Privacy Policy applies to the services offered by Rave Mobile Safety on the Sites and excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you, or other sites linked from our services or Sites. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Terms of Use

By accessing or using the Sites in any manner, you also agree to be bound by Rave Mobile Safety's Terms of Use. Please read the Agreement carefully. If you do not accept all of the terms and conditions contained in or incorporated by reference into the Agreement, please do not use the Sites.

Information We Collect

We collect information, including personal data, to provide better services to all our Users. We use the term "Personal Data" to refer to any information that identifies or can be used to identify you. Common examples of personal data include: first and last name, business email address, organization name, phone, and state.

"Sensitive Personal Data" refers to a smaller subset of personal data which is considered more sensitive to the individual, such as race and ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric information, physical or mental health information, medical insurance data, or sexual orientation. Rave Mobile Safety does not collect or use Sensitive Personal Data through these Sites and asks that you do not provide Sensitive Personal Data to us.

We collect Personal Data in the following ways:

1. Information You Give to Us

You may choose to provide us with personal data about yourself, including your name, organization, phone number and email address, by completing forms on our website, such as when you request information about our services. You may also provide us with Personal Data about yourself when you report a problem or have a question about our Sites or services.

2. Information We Obtain from Your Use of Our Sites

We collect certain information automatically, such as your operating system version, browser type, and internet service provider. When you use our Sites, we automatically collect and store this information in service logs. This includes: details of how you used our Sites; Internet protocol address; and cookies that uniquely identify your browser. We may also collect and process information about your actual location. The information we collect automatically is statistical data and may or may not include Personal Data, but we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties.

3. Cookies and Similar Technologies

We and our partners use various technologies to collect and store information when you visit one of our services, and this may include using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information when you interact with services from our partners, such

as advertising services. Our third party advertising and analytics partners include Google as well as marketing automation, in-page analytics, and Search Engine Optimization tools.

The technologies we use for this automatic data collection may include:

Cookies. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our services. For more information about our use of cookies, including details on how to opt-out of certain cookies, please see our **Cookie Policy**.

Web Beacons. Pages of our services or our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

How We Use Information We Collect

We use your personal data in ways that are compatible with the purposes for which it was collected or authorized by you, including for the following purposes:

1. To inform you about services available from Rave Mobile Safety;
2. To administer content, promotion, survey or other Sites features;
3. To communicate about, and administer your participation in surveys, special programs, offers or promotions and to deliver pertinent emails;
4. To improve our customer service;
5. To respond to and support customers regarding their use of the Sites;
6. To comply with all applicable legal requirements.
7. To investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm our Users.

We use the information we collect from our Sites to provide, maintain, and improve them, to develop new services, and to protect our Company and our customers.

We may use information collected from cookies and other technologies, to improve your user experience and the overall quality of our services. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer. We may use your personal information to see which web pages you visit at our Site, which web site you visited before coming to our Sites, and where you go after you leave our Sites. We may then develop statistics that help us understand how our visitors use our Sites and how to improve it. We may also use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

We will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

Our Legal Basis for Collecting Personal Data

Whenever we collect Personal Data from you, we may do so on the following legal bases:

1. Your consent to such collection and use;
2. Out of necessity for the performance of an agreement between us and you, such as your agreement to use our services and products;

3. Our legitimate business interest, including but not limited to the following circumstances where collecting or using Personal Data is necessary for:
 - Intra-company transfers for client data for administrative purposes;
 - Product development and enhancement, where the processing enables Rave Mobile Safety to enhance, modify, personalize, or otherwise improve our services and communications for the benefit of our customers, and to better understand how people interact with our Sites;
 - Communications and marketing, including processing data for direct marketing purposes, and subject to your opt-in for these purposes, and to determine the effectiveness of our promotional campaigns and advertising;
 - Fraud detection and prevention;
 - Enhancement of our cybersecurity, including improving the security of our network and information systems; and
 - General business operations and diligence;

Provided that, in each circumstance, we will weigh the necessity of our processing for the purpose against your privacy and confidentiality interests, including taking into account your reasonable expectations, the impact of processing, and any safeguards which are or could be put in place. In all circumstances, we will limit such processing for our legitimate business interest to what is necessary for its purposes.

Information We Share

We do not share personal information collected through this Sites with companies, organizations and individuals outside of the Company unless one of the following circumstances applies:

- **With your consent.** We will share personal data with companies, organizations or individuals outside of Rave Mobile Safety when we have your consent to do so.
- **For external processing.** We provide personal information to our affiliates or other trusted businesses or partners to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures. These third parties include sales and marketing platforms. It is our policy to only share Personal Data with contractors, service providers and other third parties who are bound by contractual obligations to keep Personal Data confidential and use it only for the purposes for which we disclose it to them. Under certain circumstances, you may avoid having us share your information with our business partners and vendors by not granting us permission to share your information. Not granting us permission to share your information with our business partners or vendors may limit your access to their services through the Sites. We do not share personal information with third parties for their own marketing purposes.
- **For Legal Reasons.** We will share Personal Data with companies, organizations or individuals outside of Rave Mobile Safety if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - meet any applicable law, regulation, legal process or enforceable governmental request.
 - enforce applicable Terms of Service, including investigation of potential violations.
 - detect, prevent, or otherwise address fraud, security or technical issues.
 - protect against harm to the rights, property or safety of Rave Mobile Safety, our Users or the public as required or permitted by law.

We attempt to notify Users about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

- **Business Transfers.** As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, Personal Data about our users is often a transferred business asset. In the event that Rave Mobile Safety itself

or substantially all of our assets are acquired, Personal Data about our users may be one of the transferred assets.

- **Aggregate Site Use Information.** We may share aggregate and anonymized/pseudonymized Personal Data to advertisers and other third parties in order to promote or describe use of the Sites.

Your Failure to Provide Personal Data

Your provision of Personal Data is required in order to use certain parts of our services. If you fail to provide such Personal Data, you may not be able to access and use our services on our Sites or parts of our services available via the Sites.

Our Retention of Your Personal Data

We may retain your Personal Data for a period of time consistent with the original purpose for collection. For example, we keep your Personal Data for no longer than reasonably necessary for your use of our products and services and for a reasonable period of time afterward. We also may retain your Personal Data during the period of time needed for us to pursue our legitimate business interests, conduct audits, comply with our legal obligations, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use, to enforce our agreements, or to fulfill your request to “unsubscribe” from further messages from us.

Your Choices and Accessing, Updating or Deleting Your Personal Data

Whenever you use our services, we aim to provide you with choices about how we use your personal data. We also aim to provide you with access to your Personal Data. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Subject to applicable law, you may obtain a copy of personal information we maintain about you or you may update or correct inaccuracies in that information by contacting us at privacy@ravemobilesafety.com. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to the information. In addition, if you believe that personal information we maintain about you is inaccurate, subject to applicable law, you may have the right to request that we correct or amend the information by contacting us as indicated in the How to Contact Us section below.

- **European Users’ Rights With Respect to Personal Data**

Some data protection laws, including the European Union’s General Data Protection Regulation (“GDPR”), provide you with certain rights in connection with Personal Data you have shared with us. If you are resident in the European Economic Area, you may have the following rights:

1. **The right to be informed.** You are entitled to be informed of the use of your Personal Data. This Privacy Policy provides such information to you.
2. **The right of access.** You have the right to request a copy of your Personal Data which we hold about you.
3. **The right of correction:** You have the right to request correction or changes of your Personal Data if it is found to be inaccurate or out of date.
4. **The right to be forgotten:** You have the right to request us, at any time, to delete your Personal Data from our servers and to erase your Personal Data when it is no longer necessary for us to retain such data. Note, however, that deletion of your Personal Data will likely impact your ability to use our services.
5. **The right to object (opt-out):** You have the right to opt-out of certain uses of your Personal Data, such as direct marketing, at any time.
6. **The right to data portability:** You have the right to a “portable” copy of your Personal Data that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your Personal Data stored on our servers / IT environment to another service provider’s servers / IT environment.

7. **The right to refuse to be subjected to automated decision making, including profiling:** You have the right not to be subject to a decision and insist on human intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.
8. **The right to lodge a complaint with a supervisory authority.**

You may contact us using the contact information below, and we will consider your request in accordance with applicable laws.

- **Changing or Deleting Your Information**

You may update or correct information about yourself by emailing us at privacy@ravemobilesafety.com. We may retain an archived copy of your records as required by law, to comply with our legal obligations, to resolve disputes, to enforce our agreements or for other legitimate business purposes.

We may contact you to request that you update your Personal Data on a regular basis to ensure its integrity for the purposes of ongoing data management.

- **Our Opt-in/Opt-out Policy**

By providing an email address or other contact information on the Rave Mobile Safety Sites, you agree that we may contact you in the event of a change in this Privacy Policy, to provide you with any service related notices, or to provide you with information about our events, invitations, or related educational information.

For purposes of this Privacy Policy, "opt-in" is generally defined as any affirmative action by a user to submit or receive information, as the case may be.

We currently provide the following opt-out opportunities:

1. At any time, you can follow a link provided in offers, newsletters or other email messages (except for e-commerce confirmation or service notice emails) received from us to unsubscribe from the service.
2. At any time, you can contact us through privacy@ravemobilesafety.com or the address provided below to unsubscribe from the service and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Data.

Notwithstanding anything else in this Privacy Policy, please note that we always reserve the right to contact you in the event of a change in this Privacy Policy, or to provide you with any service related notices.

Third Party Links

The Sites may contain links to webpages operated by parties other than Rave Mobile Safety. We do not control such websites and are not responsible for their contents or the privacy policies or other practices of such websites. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Further, it is up to the User to take precautions to ensure that whatever links the User selects or software the User downloads (whether from this Site or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. These websites and services may have their own privacy policies, which the User will be subject to upon linking to the third party's website. Rave Mobile Safety strongly recommends that each User review the third party's terms and policies.

International Transfer

We are committed to complying with applicable laws, regulations and mandatory government standards

regarding the protection of Personal Data.

Since we are a global organization, Personal Data and any additional information submitted may be used globally in connection with employment, business processes within Rave Mobile Safety, or communicating with our clients. Therefore, Personal Data may be transferred to other Rave Mobile Safety entities worldwide, where it will be processed in accordance with this Privacy Policy and laws that are applicable in each country. Countries where we process data may have laws which are different, and potentially not as protective, as the laws of your own country.

If we transfer your Personal Data out of your jurisdiction, we will implement suitable safeguards and rely on legally-provided mechanisms to lawfully transfer data across borders to ensure that your Personal Data is protected.

How We Protect Personal Data

Rave Mobile Safety maintains administrative, technical and physical safeguards designed to protect the User's Personal Data and information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account technological reality, cost, the scope, context and purposes of processing weighted against the severity and likelihood that the processing could threaten individual rights and freedoms. For example, we use commercially reasonable security measures such as encryption, firewalls, and transport layer security (TLS) or hypertext transfer protocol secure (HTTPS) to protect Personal Data.

If Rave Mobile Safety collects account information for payment or credit, Rave Mobile Safety will use the information only to complete the task for which the account information was offered.

Children

The Site is not intended for use by children. We do not intentionally gather Personal Data about visitors who are under the age of 13. If a child has provided us with Personal Data, a parent or guardian of that child may contact us to have the information deleted from our records. If you believe that we might have any information from a child under age 13, please contact us at privacy@ravemobilesafety.com. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, we will take steps to delete the information as soon as possible.

Direct Marketing and "Do Not Track" Signals

Rave Mobile Safety does not track its customers over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser may include controls to block and delete cookies, web beacons and similar technologies, to allow you to opt out of data collection through those technologies.

California residents are entitled to contact us to request information about whether we have disclosed personal information to third parties for the third parties' direct marketing purposes. We do not disclose personal information to third parties for the third parties' direct marketing purposes. California customers may request further information about our compliance with this law by e-mailing us at the address listed in the "How to Contact Us" section.

Changes to this Privacy Policy

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services or products, email notification or privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

How to Contact Us

If you have any specific questions about this Privacy Policy, you can contact us via email or writing to us at the address below:

Rave Mobile Safety, Inc.
Attn: Privacy Policy Inquiry
492 Old Connecticut Path
2nd Floor
Framingham, MA 01701
privacy@ravemobilesafety.com

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EXHIBIT C

CONTRACTOR'S RESPONSE TO

RFP 11-19SB SECTION 7F

FUNCTIONAL REQUIREMENTS

	RFP 11-19SB Emergency Response Enhancement Tool	Functional Specifications	
7F	Functional Specifications		
	Response Codes:		
	Yes: Proposed solution fully meets the functional requirement		
	No: Proposed solution does not fully meet the functional requirement		
	Option: Proposed solution meets requirement with customization, another module, 3rd party software or other option that may have a cost or may have additional integration points. Proposer shall explain how the option may be obtained. If there is a cost for the option, it shall be listed in the price proposal.		
1	MINIMUM SYSTEM FUNCTIONALITY	Yes, No, or Option	List where this functionality is available
1.1	Integrates with Smart 911 (used by Sno911)	Yes.	Out of the box. Rave's products are the only safety products that integrate with Smart911 and in locations where both Smart911 and Rave Alert exist, registration is all conducted via a single registration portal. In locations that already have Smart911 or those looking to bring this onboard, they will be able to take immediate advantage of this integration, at no additional cost.
1.2	Send notifications via Emergency (ETN) Telephone Notifications	Yes.	Out of the box. Rave Mobile Safety is compliant. Furthermore, Rave is a participating member of NENA, with several staff holding ENP certifications, and leadership in standards committees.
1.3	Send notifications via Emergency Alter System (EAS)	Yes.	Out of the box. Rave Mobile Safety provides a comprehensive notification solution that will encompass a variety of communications needs spanning mass notification to citizens who have opted-in to the system; loaded address contacts from GIS output, MSAG or similar directories; internal staff and departmental notifications; and (for jurisdictions certified as Collaborative Operating Groups) IPAWS-OPEN WEA and EAS notifications.
1.4	Send notifications via Wireless Emergency Alters (WEA)	Yes.	Out of the box. IPAWS-OPEN WEA and EAS notifications.

1.5	Unlimited test messages sent via true Short Message Services (SMS)	Yes.	Out of the box. Snohomish County can have unlimited administrators and recipients, broadcast unlimited messages, and they also have unlimited access to training resources.
2	SYSTEM FUNCTIONALITY	Yes, No, or Option	List where this functionality is available
2.1	Allows sending and receiving to an unlimited number of recipients via text, push notifications, emails, and telephone calls	Yes.	Out of the box. Please see our answer above.
2.2	Allow users to upload Sno911's maps, integrate real-world mapping (example: phone numbers to addresses versus approximate locations off cell towers), and convert the GIS maps to alerting areas.	Yes.	Out of the box. Through Rave Alert, you can import GIS shape files in .KML or .KMZ format. You can use the geographic selection to target recipients, combine the imported selection with other types of targeting like recipient lists, or save the selections for later use. Existing GIS data (map selections based on ESRI layers, for example) can also be loaded into the system via optional integration.
2.3	Two-way communication toggle on/off.	Yes.	Out of the box. Rave Alert supports two-way messaging, allowing responses to text and voice messages that are collected in standard reports, with an active notification of receipt sent to the sending admin. Rave Alert generalizes this functionality by use models that take advantage of our multi-modal response support.
2.4	Provides a check-in feature for County employees to report their status and location during emergent incidents.	Yes.	Describe the solution's check-in feature, and how employees would check-in during an emergency: Out of the box. Rave offers a check-in feature that allows for map-centric location through Rave Alert. The individual who is responding/providing their check-in does not need an app for this to work. This allows one to see pin location anywhere in the world.
2.5	Ability to upload an audio recording to send out as an ETN versus a text-to-speech message.	Yes	Out of the box. Instead of requiring voice notifications to be recorded outside the solution and imported, converted, and managed before an alert can send, Rave Alert lets you immediately record voice messages on a voice-ready microphone. We accomplish this by a unique "call me"

			<p>feature where the system can call an administrator's phone to record a voice message. If preferred, administrators can also directly call the system instead of waiting for a call. Using a phone with a microphone guaranteed to accurately catch voice delivers better quality recordings than computer microphones or other options, whose quality and performance may vary, and frees the user from file management and related tasks. Rave Alert can store unlimited voice recordings and recordings can be reused in alert templates as needed.</p>
2.6	Synchronized from a master clock or Integrated Public Alert & Warning System Open Platform (IPAWS-Open)	Yes	<p>Out of the box. Rave Alert fully supports IPAWS-OPEN notifications. We install your certificates directly into your alert configuration, so authorized alert authors can configure IPAWS-OPEN messages within the Rave Alert interface.</p> <p>Administrators can fully configure IPAWS-OPEN messages within Rave Alert through a user-friendly, guided user experience. This allows you to send out IPAWS messages as part of a multi-modal alert, getting information to all delivery destinations faster. An administrator creating an IPAWS message will only see validated values within the user interface. You can construct a message at run-time, or pre-save content and recipient settings in alert templates for quick sending during specific emergencies. Administrators can customize pre-saved content if they need to adjust it to the situation.</p>
2.7	Provides an "opt in" and "opt out" web portal for public sign-ups	Yes	<p>Describe the steps for an end user to opt in or out in the proposed solution:</p> <p>Out of the box. Subscribers can send a STOP or START command to the system.</p> <p>In addition to mobile commands, numerous</p>

			<p>other optional paths for opt-in can be supported, ranging from self-managed options (via our hosted, branded opt-in portal, with optional integration to enterprise authentication services), or via automated tools including our batch-oriented SmartLoader toolset or via real-time management from our User Management API web services that support SOAP and REST clients managed by the customer.</p> <p>Rave Alert supports explicit opt-in for all alerting, while allowing clients to choose what alerts are mandatory for any user who opts into the system.</p> <p>Citizens can opt-in via the public portal or through our optional SMS Opt-in module.</p> <p>On the public portal, the client can easily add, change or remove optional subscription categories that render as opt-in checkboxes for citizen subscriptions. You can choose to make certain categories, such as "Tornado Warnings" or "Emergency Notifications" required for all other alert types.</p>
2.8	Provides a "call back" number for the end user to hear the last message delivered to their phone number.	Yes	Out of the box. Rave can provide a call back number for those that may have missed a particular message to call and retrieve it. In addition, the user can be prompted to press a key to replay the message before disconnection.
3	SECURITY	Yes, No, or Option	List where this functionality is available
3.1	Security feature in place to prevent "accidental" emergency alerts	Yes	<p>Describe how the solution prevents "accidental" emergency alerts from posting:</p> <p>Out of the Box. The sender can easily choose to delete or cancel a scheduled alert send, via a simple control within the user interface. To prevent accidental activations we added a "press and hold for 1.5 seconds" feature. To further reduce risk, we added a simple swipe</p>

			<p>to open screen lock to prevent pocket or purse activations. Because our activations are standard 9-1-1 calls as well, the capability exists for the center to be made aware that the activation was either unnecessary or part of a drill and trusted communications can be made to scale back the response. Lastly, the idea of a geo-boundary for each facility comes into play. Should you press any of those activation buttons at any location, it will simply generate the 9-1-1 call. Only when the activation happens within the confines of that geo-boundary, will the associated communications to your staff and additional data features be presented to 9-1-1.</p>
3.2	Ability to assign role based security roles.	Yes	<p>Provide examples of the solution's role based security roles:</p> <p>Out of the box. Rave Alert supports customizable permission levels so you can adjust and assign access to different Rave Alert tools in ways that match your current organizational structures and emergency management procedures, and fully support delegated permission models where appropriate.</p> <p>Rave Alert supports standard roles with defined and distributed permissions, and you can create custom roles to configure access to nearly every product feature and every delivery mode in your system. You can stipulate, for example, administrators' read-only or read-write access to subscriber data, their ability to create or edit groups, save templates, manage alert distribution lists, and much more. The interface will only show your administrators tools they can use, simplifying the system for people who need to quickly send alerts without distractions, and supporting distributed administration models within your organization. This enhances both</p>

		<p>ease of use and organizational security.</p> <p>Custom roles can also control access to specific data objects within the system, for example:</p> <ul style="list-style-type: none"> • Selective access to recipient groups with or without create and save permissions • Selective access to Individual alert templates with or without create and save permissions • Selective access to integrated system channels such as sirens, IPAWS-OPEN and digital signage • Selective access to specific social network pages or accounts on Facebook or Twitter • Selective access to website feeds, e.g., where administrators at one location should only publish to specific website. • Selective access to Stored Shapes in the geographic shape library function • Selective access to branding features such as email profiles and voice profiles that act as presets that apply branding elements to text and voice messages <p>Rave Alert includes several default administrative roles:</p> <ul style="list-style-type: none"> • Domain Administrator - A Super User who can access all product features, manage user data, configure the product, and assign of administrative roles. • Broadcast Alert Administrator - An Alert author who can send broadcast alerts and view relevant reporting on those alerts. Broadcast Alert Admins view a very clean interface with few tools, supporting limited or occasional use. This admin cannot edit or access subscriber data attributes, improving both site security and compliance with FERPA and other privacy standards. To simplify the interface further, you can limit a
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			<p>Broadcast Alert Administrator to choosing from pre-configured alert templates.</p> <ul style="list-style-type: none"> • List Administrator – An alert author who can send broadcast alerts only to specific user lists, and view reporting based on those alerts. You can assign any number of lists to a List Admin, but they cannot message users outside of these lists. Limited permissions like this can address a wide variety of authorization requirements and departmental situations. To simplify the user experience further, you can limit a Broadcast Alert Administrator to choosing from pre-configured alert templates. • Group Administrator - An administrator who can edit and update contact data for users within a specific narrowcast Group within Rave Alert. Group Administrators cannot send alerts. This role is useful for admins who need to manage group membership and update user information. You can assign unlimited administrators to a given Group. • User - A standard alert recipient role with no access to administrative features of Rave Alert. <p>You can create unlimited administrators, and assign unlimited administrators to each role, default or custom, at no additional charge. We provide on-going web-based training options for all administrators.</p>
3.3	Solution has security protocols and standards	Yes	<p>Describe protocols & standards:</p> <p>Out of the Box. To protect your community as</p>

			<p>effectively as possible, you need accurate, detailed data from various sources. Rave Mobile Safety understands that when you offer a safety product, your community trusts you and the system to keep this data secure and ensure their privacy. We take this trust very seriously, and implement systematic and procedural measures to keep your data safe, so you can confidently keep your communities safe.</p> <p>For further detail, please see our Rave Mobile Safety Security Overview document in the Appendix.</p>
4	ADMINISTRATION, TEMPLATES & REPORTING	Yes, No, or Option	List where this functionality is available
4.1	Ability to load certain words using phonetic spelling, in order to ensure system pronounces these words correctly	Yes	Out of the Box. Rave can fine tune pronunciations in the event the standard dictionary mispronounces an important word or name used in your messages.
4.2	Ability to save template alerts	Yes	Out of the Box. Snohomish County can pre-save message content, recipients, and delivery settings in an unlimited number of templates. Templates allow you to predefine every aspect of an alert, including specific content for each delivery mode and recipient targets. Template values can be edited at runtime if an alert author needs to adjust them to the situation. For administrators with access to many templates, the interface includes a built-in search function and allows you to assign tags to quickly locate templates when you need them.
4.3	Reports out on alert delivery status to alerting staff	Yes	<p>Out of the Box. Rave Alert provides a suite of real-time reports that give the administrator visibility into the success of their notification <i>at the per-message and per-subscriber level of detail</i>, so you always know the location and success of your notifications.</p> <p>These reports include:</p>