

**AGREEMENT FOR END USER SOFTWARE LICENSE, SOFTWARE
IMPLEMENTATION SERVICES AND SOFTWARE MAINTENANCE
SERVICES FOR RADIO IP SOFTWARE
(NOT TO EXCEED \$100,000)**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Radio IP Software, Inc., a Quebec corporation whose head office is located at 740 Notre Dame Street West, Suite 500, Montreal, Quebec, Canada, H3C 3X6, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County desires to enter into a license agreement for use of the Radio IP Software; and
- B. WHEREAS, the County seeks additional services for on-site installation and implementation of the software; and
- C. WHEREAS, the County seeks maintenance services for the software; and
- D. WHEREAS, the CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages the CONTRACTOR to provide the software license, software implementation as described in the Statement of Work (SOW), and software maintenance services set forth in this Agreement on the terms and conditions contained herein. The intent of this Agreement is to summarize the contractual obligations of the parties.

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: **Provide Radio IP Software licenses, software implementation services as described in the SOW, and software maintenance.**
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$36,143.75 USD.
3. **TERM OF AGREEMENT.** The term of the Agreement for installation and implementation of the Radio IP MTG software is from **April 15, 2010 to December 31, 2010**, unless sooner terminated pursuant to the terms of this Agreement. The Grant of License is perpetual subject to the terms and conditions in this Agreement and in Exhibit B. Software

Maintenance, as defined in Exhibit C attached is included for one year with the Grant of License and may be renewed each year upon written amendment to this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

EXHIBIT A	STATEMENT OF WORK / PAYMENT PROVISIONS
EXHIBIT B	GRANT OF LICENSE
EXHIBIT C	STATEMENT OF WORK – SOFTWARE MAINTENANCE
EXHIBIT D	CONTRACTOR'S W-8/ECI IRS FORM

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement as described in the SOW.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6.03. All taxes owed under this Agreement are identified in Exhibit A. Provided that CONTRACTOR provides proof of additional taxes owed under U.S. law with an invoice requesting payment, County shall process payment as defined in section 6.01.



7. TERMINATION.

7.01. During the term of this Agreement, both parties may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from any claims, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Contractor and / or its agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend, and hold harmless the County under this Agreement.

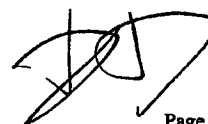
County shall indemnify, defend, and hold harmless the CONTRACTOR, its officers, agents, and employees, from any claims, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Contractor and / or its agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the CONTRACTOR. It is the intent of the parties to provide the broadest possible coverage for the CONTRACTOR. The County shall reimburse CONTRACTOR for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend, and hold harmless CONTRACTOR under this Agreement.

9. INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed with the work under this Agreement until it has obtained all insurance



required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

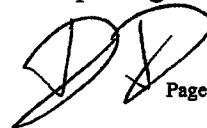
☐ Exemption/Modification (Justification attached; subject to approval).

All CONTRACTOR's employees are covered under the Province of Quebec Workers' Compensation System, which is compulsory.

The Workers' Compensation System covers employees who are working in Quebec and/or outside Quebec. Section 8 of the Act specifies the following: "8. This Act applies to a worker who is the victim of an industrial accident outside Quebec if, when the accident occurs or the disease is contracted, the worker has his domicile in Quebec and his employer has an establishment in Quebec."

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail



coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Except for the business automobile liability insurance, each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policies shall provide an endorsement naming the County of Monterey as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.



10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. This request shall include any and all documents related to the work performed and does not include trademarked or proprietary information.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. *In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. In accordance with CONTRACTOR's W-8ECI IRS tax form attached hereto in Exhibit "D," except as provided in Exhibit A and subject to Section 6.03 above, CONTRACTOR is not liable nor responsible to pay any federal, state, and/or other taxes and obligations pursuant to this Agreement.*

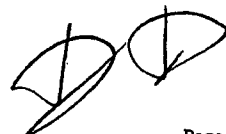
14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Virgil Schwab	Legal Department
Director of Information Technology	Radio IP Software, Inc.
Name and Title	Name and Title
1590 Moffett Street	740 Notre Dame Street West, Suite 500
Salinas, CA 93905	Montreal, Quebec H3C 3X6, Canada
Address	Address
(831)759-6923	(514) 890-6070
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.



15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18. Force Majeure. Neither of the parties to this Agreement shall be considered in default of performing its obligations pursuant to this Agreement, if such performance is delayed, suspended or precluded following an event of force majeure. Force majeure constitutes any cause which is independent of the will of the parties to this Agreement, which they could not have reasonably foreseen and against which they cannot have protected themselves. Force majeure includes, but is not limited to, any fortuitous event, strike, partial or complete stoppage of work, lock-out, fire, riot, intervention by civil or military authorities, compliance with regulations or orders of all governmental authorities and war (whether or not declared).

THIS SECTION INTENTIONALLY LEFT BLANK

A handwritten signature, possibly reading 'D. Hilbrants', is written in dark ink over the page number.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions¹

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions²

By: _____
Risk Management

Date: _____

CONTRACTOR

: Radio IP Software, Inc. _____
Contractor's Business Name*

By:  _____
(Signature of Chair, President, or Vice-President)*

Mario Fugère, VP Finance & Operations
Name and Title

Date: APRIL 1ST, 2010

By:  _____
(Signature of COO)*

Daniel Desgagné, Chief Operating Officer
Name and Title

Date: APRIL 1ST, 2010

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

² Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

EXHIBIT A SECTION 1.0- STATEMENT OF WORK

This Statement of Work between the County of Monterey ("County") and Radio IP Software, Inc. ("Contractor") outlines expected implementation and maintenance services and responsibilities of the County and Contractor.

1 Project Overview

Contractor is to provide County with Radio IP MTG™ server and client software and assist with the initial installation and configuration of Contractor's products. This software is for the use of the County Mobile Data System by County and participating agencies who have signed the Master Agreement for Maintenance and Operation of a Mobile Data Communications System. Contractor and County understand that licenses purchased under this agreement will be sub-licensed to participating agencies.

2 Purpose

This Statement of Work shall summarize the tasks, dependencies, deliverables and completion criteria to provide Contractor and County the required software and network system requirements, as well as the project support services to assist Contractor with their successful configuration and installation of the County installation.

Contractor shall provide the software and services including installation detailed herein. The tasks to be performed by Contractor and County are defined below.

3 Statement of Work Mission Statement

To provide a document that defines and facilitates Contractor and County involvement in the tasks and objectives required to successfully implement the Radio IP MTG™ software.

4 Statement of Work Defined

Contractor and County must jointly plan and complete several tasks relating to this system implementation for the successful completion of this project. Close cooperation and communication are essential for a successful system implementation process.

The tasks which Contractor and County are responsible for are identified within this Statement of Work. This Contractor proposal is contingent upon all work being performed during normal business hours, with no weekend or holiday work included. Any tasks not listed but required for project completion will be assumed to be the responsibility of Contractor and County.



5 Summary of Deliverables:

- 5.1 Contractor to assign Project Manager with responsibilities as defined in Section 7 below.
- 5.2 Contractor shall draft an Acceptance Test Plan (ATP) which shall be reviewed and approved by the County including the Information Technology Department Security Division.
- 5.3 Contractor to provide, install, and configure Radio IP MTG Server Software.
- 5.4 Contractor shall install the Radio IP MTG Client software on at least 5 client laptops including configuring with an EVDO REV A driver with the split tunneling feature activated. Contractor shall train the County to load and configure client software including ensuring the split-tunneling can be deactivated if desired. After training, County shall be responsible for the remaining laptops.
- 5.5 Contractor to provide printed copy of MTG installation guide, Radio IP MTG User Manual, and Routing Document.
- 5.6 This project is considered complete when all deliverables specified in this Agreement are accepted by the County and the ATP has been executed successfully.

6 General

The installation process will begin with a conference call meeting to clarify the system design and redefine the system implementation plan. This meeting between County and Contractor will also define all of the members of the Project Manager's Implementation Team and establish a single point of contact with County. Finally, this meeting will allow the Project Managers to assign an initial list of project tasks to the appropriate team members.

7 Project Implementation Responsibilities

7.1 Summary Task – Resource Allocation/Definition

7.1.1 Task Definition – “Radio IP Software” Resource Allocation

A Contractor's Project Manager will be assigned to coordinate and implement the Contractor's project tasks.

7.1.1.1 Dependencies

- Contractor shall provide a single point of contact that will have the authority to manage all project activities with respect to Contractor's products and make project decisions to interface with the Contractor and County Project Managers.

7.1.1.2 Deliverables

- Contractor shall identify a Project Manager who will function as the single point of contact for this project.

- The Contractor's Project Manager shall schedule all activities associated with the contract.
- The Contractor's Project Manager shall identify and report problems of any nature in a timely manner to Contractor including an estimate of the schedule and cost impacts of the problems and recommendations regarding their resolution.
- The Contractor's Project Manager shall ensure that all work products are completed in accordance with the Detailed Project schedule.

7.1.1.3 Completion Criteria

- This task will be considered complete when all Project Deliverables are met.

7.1.2 Task Definition – "Radio IP Software" Resource Allocation

The successful completion of the proposed effort depends on the commitment and participation of both the Contractor and County management and personnel. The responsibilities listed in this section are in addition to those of the Contractor and County duties outlined elsewhere in this document. Contractor predicates the success of this project on the fulfillment of these duties.

7.1.2.1 Dependencies

- Contractor shall assign a Project Manager who will be responsible for executing all Contractor responsibilities listed herein.

7.1.2.2 Deliverables

- Contractor's Project Manager will serve as the intermediary between Contractor and Contractor personnel, as well as the County project team personnel.
- Contractor's Project Manager will work together with the County Project Manager to administer any and all Change Order Requests.
- Contractor's Project Manager will attend all scheduled activity meetings and conference calls.
- Contractor's Project Manager will resolve deviations from project plans, which may be caused by any factors within Contractor's control.
- Contractor's Project Manager will coordinate resources from Contractor.
- Contractor's Project Manager will ensure that the personnel whose subject matter expertise is critical to the completion of the project is made available to County as required.
- Contractor's Project Manager will perform the assigned tasks in a timely fashion; failure to provide these times can significantly impact implementation schedules and project training schedules.

7.1.2.3 Completion Criteria

- This task will be considered completed when all deliverables are met.
- Acceptance Tests Procedures (ATP) sign-off will be required to complete delivery



8 Hardware/Software Implementation

8.1 Summary Task - Hardware/Software Implementation

8.1.1 Task Definition

County is planning to set up and operate a mobile data network based on the Verizon Cellular EVDO REV A network. In the future, WIFI and RF network may be included. Contractor shall provide County a version of Radio IP MTG Server software as well as the Client software that will provide TCP/IP use on the network as well as communication optimization and encryption.

8.1.1.1 Dependencies—Hardware

- Contractor shall be responsible for coordinating with County and other appropriate wireless network providers such that all network communication, connections hardware, etc., necessary to bring up a production system infrastructure are available at the appropriate time for the Radio IP software setup.
- County shall be responsible for the installation and certification of any and all County network infrastructure including, but not limited to: hubs, routers, bridges, switches, modems, firewalls, network monitoring hardware and software, patch panels, patch cords, equipment racks, power supplies, placing or pulling cable to their appropriate locations, and dedicated data circuits between facilities.
- County shall be responsible for the dedicated telephone line for remote diagnostics and support of Contractor's products.
- County shall be responsible for providing a server meeting the Radio IP server requirements supplied by Radio IP Software for the project with Windows 2003 Server SP2 32 bits edition installed.
- County shall be responsible for providing access to the server through a VPN for remote diagnostics and support of Radio IP server.
- County shall provide all necessary Mobile Data Computers (laptops). These computers must be installed with Microsoft XP SP3 and any necessary upgrades.
- County shall fill out all pre-configuration documents provided by Contractor.

8.1.1.2 Deliverables - Software

Contractor shall provide all software as specified below:

- Radio IP MTG Server and Client
- The Radio IP MTG software licenses in this proposal to support up to 5 mobile units.
- Contractor shall be responsible for installing and configuring all software necessary for the complete operation of Radio IP MTG server software.
- Contractor shall install the first five (5) copies of Radio IP MTG software on the laptops provided and provide training and knowledge transfer to County staff during those installs. County shall then own the responsibility of learning to load the application software on the remaining laptops.

8.1.1.3 Completion Criteria

This task will be considered completed when:

- The Radio IP MTG Server software has been installed;



- The Radio IP MTG Client software has been installed on five (5) laptops, configured with an EVDO REV A driver and with the Split-Tunneling feature activated. Contractor shall also work with County to ensure that Split-Tunneling can be deactivated for agencies not authorized to use that feature.
- Agreed upon ATP signed by all parties involved

9 System Description

9.1 Summary Task - Description of Mobile Data Connectivity System

A full description of Contractor's products is attached in Appendix B, Appendix C and Appendix D. A network diagram in EXHIBIT A – FIGURE 1 – NETWORK TOPOLOGY DIAGRAM is also provided for further topology and functionality description.

9.1.1 Radio IP MTG Server

Functionality of the Radio IP MTG server:

- Data compression, encryption and TCP/IP optimization
- Acknowledgements to/from clients

9.1.2 Radio IP MTG Client

Functionality of the Radio IP MTG Client:

- Optimization of TCP/IP data packets
- Data compression and encryption

9.1.3 RadioRoam / Forward and Filtering

Functionality of the Radio IP RadioRoam / Forward and Filtering:

- Capability of roaming from one network to another
- Session persistence while roaming
- Forward and Filtering rules managed centrally
- Ability to block/allow by Network, Ports, IP Address and Application Name

10 Application Documentation

10.1 Summary Task— Documentation

10.1.1 Task Definition—Documentation

10.1.1.1 Deliverables

- Contractor shall provide a printed copy of Radio IP MTG Installation Guide, Radio IP MTG User Manual and Routing document.

The documents are also available on the Radio IP MTG CD supplied by Radio IP Software.

10.1.1.2 Completion Criteria

- This task is considered complete when the documentation is delivered.

NOTE: No training is essential once the software is installed since it works like a network interface card (NIC). However, a course is available (not included in the software price) should County wish to learn more about Radio IP MTG, the meaning and impact of each parameter and the other options available.

11 System and Application Testing / Acceptance

11.1 Summary Task—System and Application Testing / Acceptance

11.1.1 Task Definition—Testing / Acceptance

Testing / Acceptance plans are based on the policy decisions made by County about how the Contractor's application is to be employed.

11.1.1.1 Dependencies

- Contractor's System Administrator or designee must have a working knowledge of County's policies and procedures.

11.1.1.2 Deliverables

- Contractor shall create an Acceptance Test Plan (ATP) with Contractor's input to accomplish the detailed testing of the functionality of Radio IP MTG software for the project.
- Contractor shall describe in the ATP the functional components to be tested to achieve system acceptance.
- A representative from Contractor and one representative of County shall perform each test within the ATP for Radio IP software.

11.1.1.3 Completion Criteria

This task shall be considered complete when:

- Contractor's Project Manager has executed the acceptance test plan successfully and signed the Milestone document for the completion of this task.
- Upon completion of each portion of the ATP for Radio IP software, the Contractor's representative observing the tests will sign and date each section-representing acceptance of that portion of the ATP.

12 Miscellaneous

12.1 Support Additional Fee

Standard support for County will be from 8:00 to 17:00 (Eastern time) for the duration of the implementation phase of the project and until the ATP sign-off. At which time, the Regular Warranty/Maintenance agreement (support 24/7) will apply.

All support calls and requests that are not directly related to Contractor's software products or outside of the support time restrictions may be charged to County based on the Maintenance Agreement fees only after the parties have discussed the issue and have, in good faith, attempted to resolve the issues with the least financial impact to the County. Before permitting costs to be incurred under this provision, Contractor shall ensure that the requesting party is an authorized representative of the County on the condition that County provides a list of the names of authorized representative(s) to Contractor.

12.2 Delivery Schedule

Radio IP MTG

Beta release:

Final Release (GA):



12.3 Out of Scope Work

Any development request not included/ not documented in this Statement of Work will be deemed as out of scope.

Work outside of the scope will be authorized upon mutual signature of a Change Order and amendment to this Agreement.

County and Contractor shall require a Change Order prior to performing work that is out of scope. Radio IP Software will inform County when work is requested that is out of scope.

12.4 Office Space and Other Facilities

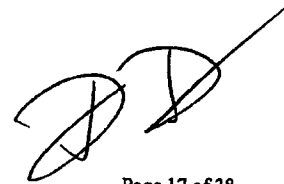
County shall provide the following:

- Suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to County employees for project team members from Contractor while they are on site at County premises;
- All necessary reproduction services required to support Contractor's personnel while at County location;
- All necessary machine time, related services and supplies required to support project tasks.

12.5 Security

County shall be responsible for the following:

- The actual content of any data, selection and use of controls on its access as well as the use and security of the stored data;
- The loss, damage or corruption of existing end-user data files and documents;
- Establishing and executing adequate end-user file back-up procedures prior to the installation of the application software and for supplying all back up media required for existing and new programs and data;
- The establishment and maintenance of procedures to provide physical security for the hardware and software systems.

A handwritten signature in black ink, consisting of a stylized 'D' followed by a series of loops and a long horizontal stroke extending to the right.

Appendix A to Exhibit A Section 1.0 Statement of Work- SAMPLE CHANGE ORDER

**AMENDMENT TO AGREEMENT FOR END USER SOFTWARE LICENSE,
SOFTWARE IMPLEMENTATION SERVICES AND SOFTWARE
MAINTENANCE SERVICES FOR RADIO IP SOFTWARE**

THIS AMENDMENT is made to the Agreement for End User Software License, Software Implementation Services and Software Maintenance Services for Radio IP Software between Radio IP Software, Inc., hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to modify the agreement to _____.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2, "PAYMENTS BY COUNTY", shall be amended and replaced with: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$ _____. The total amount payable by County to Contractor under this Amendment shall not exceed the sum of \$ _____.

2. Additional terms to be modified.

Contract Price Adjustments:

Original Contract Value	\$ _____
Previous Change Order amounts #1 through _____	\$ _____
This Change Order # _____	\$ _____
New Contract Value	\$ _____

Completion Date Adjustments:

Original Completion Date	\$ _____
Previous Schedule Change #1 through _____	\$ _____
This Schedule Change # _____	\$ _____
New Completion Date	_____

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on MONTH, DAY, 2010.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer
Dated _____

APPROVED AS TO FORM:

Deputy County Counsel
Dated _____

APPROVED AS TO FISCAL PROVISIONS:

Auditor-Controller
Dated _____

CONTRACTOR

By _____
Company Representative
Printed Name _____
Dated _____

Appendix B to Exhibit A Section 1.0 Statement of Work – Radio IP MTG™

Description of Product

A Virtual network card that provides optimized IP to most private and public wireless systems.

Supported Networks:

Motorola DataTAC, Motomesh, IV&D, iDEN WiDEN; M/A-COM EDACS and OpenSky; Dataradio; Mobitex; ESTeem; CDPD; GPRS; 1xRTT; 802.11x; EDGE; Switched Networks; Satellite; Tait; Tetra, Dimetra GE MDS, NovaRoam-L3, WiMax

Product Benefits

Better Security

All data transmitted is encrypted with triple DES encryption. Also, because all wireless communications are centralized at the Radio IP MTG server, it is easy to control data access in both directions by using a firewall. Ex: Internet access is limited to pre-determined sites.

Faster Speed

Radio IP MTG does this in two ways. The first way is with its optimized TCP/IP protocol, which removes the chattiness associated with TCP/IP, and reduces the header size by a factor of 10. Secondly, the compression algorithm insures an efficient use of the wireless pipe, by compressing all data going through. Ex: 10:1 ratio on text file.

Data Integrity

Because Radio IP MTG uses TCP instead of UDP in the transport layer, we insure complete and integral data reception.

Larger Coverage Footprint

When a vehicle is in a fringe coverage area, Radio IP MTG will buffer the information while out of coverage, and when back in coverage, will continue transmitting from where it left off.

Virtual Card

No need for software development work because Radio IP MTG is a virtual TCP/IP card. To an application Radio IP MTG looks like an Ethernet card.

Appendix C to Exhibit A Section 1.0 Statement of Work-RadioRoam®

Product Description

RadioRoam enables wireless data users to transparently and automatically roam to and from any wireless network. It finds the quickest, most efficient way to transmit data in a world of discrete networks. Radio coverage cost analysis is based on the best mixture of wireless technologies.

Supported Networks:

Motorola DataTAC, Motomesh, IV&D, iDEN WiDEN; M/A-COM EDACS and OpenSky; Dataradio; Mobitex; ESTeem; CDPD; GPRS; 1xRTT; 802.11x; EDGE; Switched Networks; Satellite; Tait; Tetra, Dimetra GE MDS, NovaRoam-L3, WiMax

Product Benefits

1. Least Cost Routing

A cost bias is one of the many user definable fields that can be modified by the administrator to maximize the efficiency of roaming to other networks. For example, in the case of some cellular networks, the time of day can be an important cost variable in using the network. RadioRoam uses cost-variables in its decision-making algorithm.

Using RadioRoam makes it easy: County gets the network that gives the best coverage and throughput at the right cost.

2. Multiple Wireless Network Support

Mobile units can roam from one distinct network to another, easily and transparently, integrating diverse wireless networks under a single TCP/IP industry standard interface. RadioRoam extends data communications to areas where it wasn't previously possible and provides the opportunity to have a back up wireless system.

RadioRoam will deliver data seamlessly across various wireless systems with files compressed by over 90%, on average.

EXHIBIT A – FIGURE 1 - NETWORK TOPOLOGY DIAGRAM

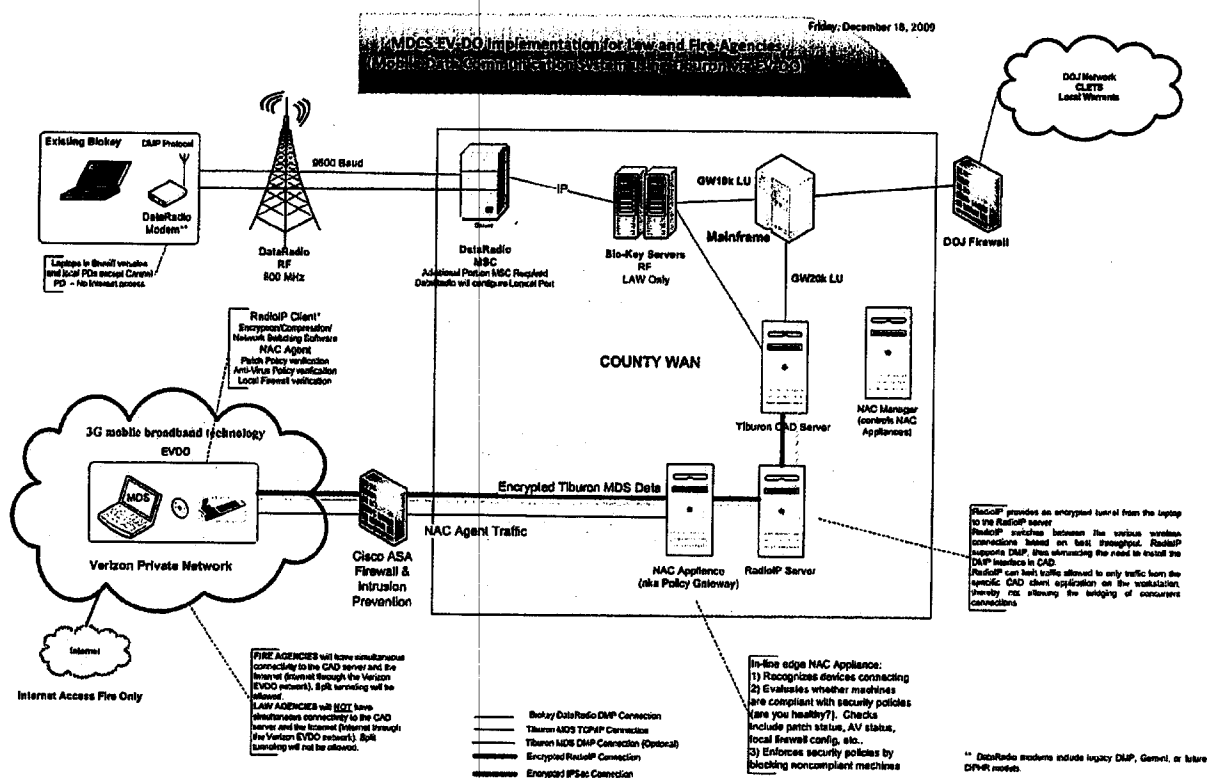


EXHIBIT A – SECTION 2.0 PAYMENT PROVISIONS

2.1 For the services described in Paragraph 1 above, Contractor shall bill County as follows:

Product	Unit Price	Number of Units	Total
Radio IP MTG Server Software – Supported IP Drivers	\$2,000.00	1	\$2,000.00
Supported IP Drivers (per license – up to 150)	\$150.00	150	\$22,500.00
MTG On-Site Basic Installation including travel expenses (2 days)	\$6,500.00	1	\$6,500.00
Technical Product and System Training (1 day) on site at County of Monterey – travel included	\$3,000.00	1	\$3,000.00
Sales Tax (8.75%)			\$2,143.75
TOTAL			\$36,143.75

- 2.2 Software Maintenance: Twelve (12) months after the acceptance of Software Licenses and Software Implementation Services described in Exhibit A and Exhibit B to this Agreement, the County may elect to request Maintenance Services as described in Exhibit C to this Agreement. That service shall be requested through an amendment to this Agreement extending the term. In consideration of obtaining access to Radio IP's maintenance services described herein, County agrees to pay an amount equivalent to 20% of the fees paid for the Software licenses for each year of maintenance services.
- 2.3 It is mutually understood and agreed by both parties that Contractor's total compensation under the Agreement shall not exceed \$36,143.75 for services authorized and used by the County. Any additional services resulting in additional costs shall be subject to an Amendment to this Agreement or a separate agreement.
- 2.4 Invoice amounts shall be billed directly to the Information Technology Department at 1590 Moffett Street, Salinas, CA 93905.
- 2.5 The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly (not exceeding five business days) submit such invoice to

the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 2.6 Contractor and County acknowledge that part of the costs incurred from this Agreement will be billed to other agencies in Monterey County and those agencies may rely on monies received from Federal or State grants for payment of these costs. However, that fact will not relieve County from its responsibility for payment of its costs under this Agreement.

EXHIBIT B – SOFTWARE LICENSE

END USER LICENSE AGREEMENT (EULA) FOR ALL RADIO IP SOFTWARE

BETWEEN:

RADIO IP SOFTWARE INC., a Quebec corporation whose head office is located at 740 Notre Dame Street West, Suite 500, Montreal, Quebec, Canada, H3C 3X6

(hereinafter referred to as "Radio IP")

AND:

COUNTY OF MONTEREY, a political subdivision of the State of California with the Contract Administrator for this Agreement located at County of Monterey Information Technology Department, 1590 Moffett Street, Salinas, CA 93905.

(hereinafter referred to as the "County")

1. GRANT OF FULL LICENSE

Upon County and Radio IP's acceptance of this End User License Agreement (EULA) for the purchase of a retail version and subject to the payment of all applicable license fees, and the terms and conditions of this EULA, Radio IP hereby grants to County a limited, non-exclusive, non-transferable right to install and run copies of the specified version of the Software and the accompanying documentation, on, as per the documentation supporting the purchase of the license (i) a specified number of servers hosting the Software to provide service to a defined number of mobile clients; (ii) a specified number of servers communicating with a defined number of mobile clients; or (iii) a specified number of mobile clients only ("Permitted Number of Installations").

This software is for the use of the County Mobile Data System by County and participating agencies who have signed the Master Agreement for Maintenance and Operation of a Mobile Data Communications System. Contractor and County understand that licenses purchased under this EULA will be sub-licensed to participating agencies. The County shall procure licenses on behalf of those users and sub-license to them.

Upon receipt of the appropriate Software registration information, Radio IP will provide County an alphanumeric key (the "Temporary Key") to enable County to use the Software with up to the Permitted Number of Installations, pursuant to the terms of this EULA for a period of 30 days.

Upon Radio IP's receipt of payment, Radio IP will supply a "Permanent Key" that will allow County to use the software with up to the Permitted Number of Installations.

Radio IP also grants County the right to reproduce the manuals and other documents relating to the installation and use of the software (the "Documentation") in association with authorized copies of the software.

Documentation shall include, but not be limited to, any printed materials, "online" or electronic data provided by or obtained from Radio IP with regard to this Software ("Documentation").

The Software and Documentation are licensed, not sold. Even though copies of the Software may be provided on media of different formats, copies of the Software on different media formats do not constitute multiple licenses to the Software.

If the Software is licensed as a suite or bundled with more than one specified Software product, this EULA applies to all such specified Software products, subject to any restrictions or usage terms specified on the applicable product packaging or accompanying documentation that applies to any of such Software products individually.

County shall use best efforts to ensure that County representatives and agents including the participating agencies comply with the terms and conditions of the EULA.

2. OWNERSHIP AND LIMITS TO USE

County agrees that, as between County and Radio IP, all right, title and interest in and to the Software and Documentation shall remain solely with Radio IP except as otherwise expressly set forth herein. For purposes of this License, "Software" shall include (and the terms and conditions of this License shall apply to) any upgrades, updates, bug fixes, modifications, or modified versions of the Software (collectively, "Upgrades") or backup copies of the Software, licensed or provided to County by Radio IP or its suppliers, for which County has paid the applicable license or maintenance fee. Any copy made in accordance with this license must indicate the right of ownership of Radio IP.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE COUNTY AGREES THAT: (1) COUNTY HAS NO LICENSE OR RIGHT TO USE ANY SUCH UPGRADES OR ADDITIONAL COPIES UNLESS COUNTY, AT THE TIME OF ACQUIRING SUCH

UPGRADE OR COPY, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND COUNTY HAS PAID THE APPLICABLE FEE, IF ANY, FOR THE UPGRADE OR COPY; (2) COUNTY'S USE OF UPGRADES IS LIMITED TO USE SOLELY AS PROVIDED IN THIS LICENSE; AND (3) COUNTY'S USE OF ADDITIONAL COPIES IS LIMITED TO BACKUP PURPOSES ONLY, AS PERMITTED ABOVE.

In order to protect the rights of Radio IP, County undertakes to comply with the following conditions:

(a) County may not reproduce, transmit or provide access to the Software on any computer that is not authorized by this EULA, either because it is not owned by County, because it exceeds the Permitted Number of Installations or for the benefit of any person that is not employed by County except for those participants in the Master Agreement for the Maintenance and Operation of a Mobile Data Communication System as defined in Section 1 above;

(b) County shall not loan, sell, or otherwise loan out or sell all or part of the Software and Documentation except as otherwise provided in this EULA;

(c) County shall not decompile, disassemble or undertake any form of reengineering process on the Software or provide its assistance to any effort of a third party to do so; and

(d) County shall not modify or alter in any manner the Software or the Documentation or take part in any such effort initiated by a third party.

County shall only use the programs contained in the Software for which County has paid a License fee. County hereby grants to Radio IP and its representatives the right to examine County's books, records and accounts (including electronic records) during County's normal business hours to verify compliance with the terms hereof. In the event that such audit discloses that the Permitted Number of Installations is exceeded, Radio IP shall notify County in writing and County shall have sixty (60) days to uninstall the licenses that are not permitted or to pay Radio IP the appropriate License Fee for the additional computers or users.

3. U.S. GOVERNMENT LICENSES

If the Client is the United States Government or an agency or component thereof, the Client hereby acknowledges that the Licensed Software is "Commercial Computer Software" within the meaning of the Federal Acquisition Regulation ("FAR") Section 12.212, the clause at FAR Section 52.227-19, and any provisions of the Defense Federal Acquisition Regulation Supplement ("DFARS") relating to commercial computer software. This EULA shall not give the Client any rights greater than those conveyed under the license that Radio IP customarily provides to the public, supplemented by the rights enumerated in the clause at FAR Section 52.227-19, paragraphs (c) (2) (i), (iii) and (vi) only.

4. ACCESS TO THE SOURCE CODE

This EULA does not grant County the right to access the source code of the Software. If, in certain circumstances, such protection is desired by County, County may solicit a separate agreement with Radio IP to this end and pay the fees required by Radio IP to maintain such access.

If the Software source code is communicated to County, County undertakes to hold it in confidence and not to disclose it. County shall further only make use of the source code for the limited purpose of maintaining the Software in an operational state.

5. SYSTEM REQUIREMENTS

County shall be responsible for ensuring that the computer systems onto which the Software will be installed as well as the telecommunication system used meet the minimal requirements prescribed by Radio IP.

6. REPRESENTATIONS OF RADIO IP

Radio IP represents for County's benefit that:

- (i) it is duly authorized and holds all rights necessary to execute this EULA and there are no legal, judicial or contractual limitations preventing its execution; and
- (ii) the Software and the Documentation are original works that, to Radio IP's knowledge, do not violate any copyright.

7. LIMITATION OF LIABILITY

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS". RADIO IP AND ITS DISTRIBUTORS OR RESELLERS DO NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION ARE ERROR FREE OR THAT COUNTY WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT IT WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. RADIO IP AND ITS DISTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND/OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO COUNTY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE SHORTEST WARRANTY PERIOD APPLICABLE IN SUCH JURISDICTION. IN NO EVENT WILL RADIO IP OR ANY OF ITS DISTRIBUTORS OR SUBSIDIARIES, OR ANY OF THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS,

REPRESENTATIVES OR AFFILIATES OF RADIO IP, THEIR SUBSIDIARIES OR THEIR SUPPLIERS, BE LIABLE TO COUNTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OR ALTERATION OF DATA, LOSS OF PROFIT, INTERRUPTION OF BUSINESS AND LOSS OF EMPLOYEE WORK TIME AND LOSS OF BUSINESS INFORMATION), HOWEVER CAUSED, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF RADIO IP OR ONE OF ITS DISTRIBUTORS OR A REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COUNTY'S SOLE AND EXCLUSIVE REMEDY, AND RADIO IP'S AND ITS DISTRIBUTORS' AND SUBSIDIARIES' ENTIRE AGGREGATE LIABILITY TO COUNTY FOR DIRECT DAMAGES, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO NO MORE THAN THE MONEY PAID FOR THE SOFTWARE OR REPLACEMENT OR REPAIR OF THE SOFTWARE (AT RADIO IP'S SOLE OPTION). IN NO EVENT SHALL RADIO IP AND ITS DISTRIBUTORS' AND SUBSIDIARIES' AGGREGATE LIABILITY TO COUNTY, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE PAID BY COUNTY FOR THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO COUNTY.

County hereby agrees to indemnify, defend and hold Radio IP, and its distributors, affiliates and suppliers harmless, and their directors, officers, employees, agents, and representatives from and against any damages, losses, costs, or liabilities (including reasonable attorney's fees) arising out of County's breach of this EULA. Due to the unique nature of the Software and the Documentation, County agrees that any breach of this License would cause Radio IP irreparable harm for which damages are not an adequate remedy and, therefore, County irrevocably consents to an injunction and other equitable relief without posting a bond or other security for any potential breach of this EULA.

If any provision of this EULA is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect. Radio IP hereby specifically disclaims the U.N. Convention on Contracts for the International Sale of Goods.

8. WARRANTY

If County accepts the full license at the close of the trial period in accordance with the terms and conditions of this EULA, County has twelve (12) months from the acceptance of the full license to report any defect in the Software. In such an event, Radio IP will, at no cost to County, have programming errors corrected and deliver to County a functional version of the Software. This obligation exists only if County maintains at all relevant times the minimal system requirements described in section 5 of this EULA. Additionally, Radio IP shall provide those services described in EXHIBIT C - SOFTWARE MAINTENANCE AGREEMENT during the warranty period at no additional cost to the County.

During this warranty period, to identify and resolve any problems relating to the Software, County shall refer to the documentation provided by Radio IP for the phone number to use and the hours of operation of its support phone service.

Notwithstanding the preceding, County is not entitled to the warranty if County modifies the Software without the prior written authorization of Radio IP, if County does not follow the instructions found in the Documentation or if County breaches the terms and conditions of this license.

Radio IP does not warrant the performance, use and exploitation of the Software. No damages may be claimed from Radio IP with respect to the performance, use or exploitation of the Software.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. USE OF SOFTWARE

County shall follow the instructions found in the Documentation relating to the proper use of the Software.

10. CONFIDENTIALITY

County acknowledges that all information relating to the Software that County has obtained or will obtain are of a confidential nature and are trade secrets exclusively owned by Radio IP.

County expressly undertakes to use the information relating to the Software County receives in conformity with the license and to hold such information in confidence without disclosing it to any third party during this EULA and at all times subsequent to its termination or expiration for whatever reason.

County agrees to implement reasonable security measures to protect such trade secrets and copyrighted material.

11. NON TRANSFERABILITY

Except as otherwise provided in this EULA, neither this EULA nor any rights or licenses granted hereunder may be assigned or delegated without the prior written consent of the County and Radio IP. Any such assignment or delegation in breach of this undertaking is void and results in the immediate termination of this EULA.

12. TERMINATION

If County breaches any of the terms and conditions of this EULA or refuses or neglects to pay the applicable license fees, Radio IP shall notify County in writing. County shall have sixty (60) days to make payment or resolve any breach. In the event that County fails to correct any breach or tender payment to Radio IP, Radio IP shall have the right to terminate this EULA immediately. In such an event, County undertakes to surrender the Software and the Documentation and destroy any copies made.

13. ENTIRE END USER LICENSE AGREEMENT

All prior proposals, understandings, and other agreements between the parties, including the version of this EULA which is an integral part of the CD-Rom that Radio IP has provided or will provide to County, that relate to the subject matter of this EULA are hereby superseded and merged into this EULA. This EULA may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties.

14. SCOPE OF EULA

This License Agreement binds the parties thereto as well as their legal representatives. County agrees that Radio IP is a beneficiary of all of the terms and conditions stipulated in this EULA and may invoke them at all times.

EXHIBIT C – SOFTWARE MAINTENANCE AGREEMENT

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN:

RADIO IP SOFTWARE INC., a Quebec corporation whose head office is located at 740 Notre Dame West, suite 500, Montreal, Quebec, Canada, H3C 3X6

(hereinafter referred to as "RADIO IP")

AND:

COUNTY OF MONTEREY, a political subdivision of the State of California with the Contract Administrator for this Agreement located at County of Monterey Information Technology Department, 1590 Moffett Street, Salinas, CA 93905.

(hereinafter referred to as the "County")

RECITALS

County has purchased licenses from RADIO IP to use one or more software applications further detailed in this Agreement and any Amendments.

County wishes to be able to order maintenance services provided by RADIO IP, thus allowing it to preserve the continuity of operation of the Software and to benefit from any updates to the Software.

This software is for the use of the County Mobile Data System by County and participating agencies who have signed the Master Agreement for Maintenance and Operation of a Mobile Data Communications System. Contractor and County understand that licenses purchased under this Agreement will be sub-licensed to participating agencies and that maintenance services shall be coordinated by the County.

RADIO IP is willing to provide such services in accordance with the terms and conditions of this Maintenance Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 MAINTENANCE SERVICES

- 1.1 RADIO IP shall deploy all reasonable efforts to correct errors, bugs and programming defects, as reported by County, that stem from the Software and that

interfere with the proper functioning of the Software, as described in the specifications published by RADIO IP. RADIO IP shall not be responsible for the correction of any errors, bugs or defects affecting any equipment or software used in conjunction with the Software that is not provided by Radio IP. County agrees to communicate to RADIO IP, in writing, all the details of which it is aware concerning any errors, bugs and programming defects affecting the Software, in order to allow RADIO IP to properly perform its obligations hereunder. If, pursuant to such communication by County, RADIO IP concludes that such errors, bugs and defects were non-existent or were caused by the equipment or software used in conjunction with the Software, or attributable to another cause to the Software, RADIO IP may, at its discretion, require County to pay for time spent to detect and correct such errors, bugs and defects, at the hourly consultation rate in force at such time. However, to the extent possible, any time spent for detection and / or correction of any errors / bugs or defects shall take place during the regular work hours specified in section 1.2 below. Before permitting costs to be incurred under this provision, Radio IP shall ensure that the requesting party is an authorized representative of the County on the condition that County provides a list of the names of authorized representative(s) to Contractor.

- 1.2 RADIO IP agrees to provide a telephone assistance service for the Software. The telephone assistance service of RADIO IP is available between 8:00 a.m. and 5:00 p.m. Canadian eastern time, from Monday to Friday, except for holidays in effect in the Province of Quebec as detailed in Appendix 1 to Exhibit C. RADIO IP shall ensure that calls from the Client are returned within four (4) business hours. The purpose of the telephone assistance service of RADIO IP is to attempt to identify and resolve functional problems in the Software. Its purpose is not to identify nor resolve functional problems of hardware, software or equipment used in conjunction with the Software, nor to provide training to employees or consultants of County with regards to the Software.
- 1.3 RADIO IP agrees to provide an emergency telephone assistance service outside of regular telephone assistance service hours described at paragraph 1.2 of this Maintenance Agreement. RADIO IP shall ensure that emergency calls are returned within four (4) hours. The purpose of the service is to attempt to identify and resolve urgent and major problems in the Software, which cause a stoppage of service and which persist after a shutdown and restart of the server. If an emergency service call concerns a non-urgent matter, a problem that is not major or a problem which results from a cause other than from the Software, the Client agrees to remunerate RADIO IP for the time spent to identify and resolve the problem at the hourly consultation rate valid at the time. Before permitting costs to be incurred under this provision, Radio IP shall ensure that the requesting party is an authorized representative of the County on the condition that County provides a list of the names of authorized representative(s) to Contractor.
- 1.4 RADIO IP shall provide to County the revised versions of the Software within a reasonable delay from the time they are offered on a commercial basis, as well as,

where applicable, the terms and conditions upon which the updates are offered. County is deemed to have accepted the terms and conditions if it installs the Software updates so provided that those terms and conditions are not in conflict or do not modify the terms and conditions of this Maintenance Agreement. It is understood that in order to have a right to the Software updates (which includes, fixes, patches and Service Packs) in relation to specific copies of the Software, County must have been party to a valid maintenance contract since the expiry of the warranty period of the Software or must retroactively disburse maintenance fees for the entire period not covered by a maintenance contract. RADIO IP is not obliged to offer installation services of the Software updates in the context of this Maintenance Agreement. Any Software update is provided to County, subject to County abiding by the terms and conditions of the license entered into by County for the initial version of the Software, including the number of permitted copies and the terms and conditions communicated with the Software updates. It is understood that County will have no right to receive or use any new software developed by RADIO IP, even if this new software can fulfill, in whole or in part, the same needs as the Software. RADIO IP shall have the sole discretion to determine whether such software constitutes a Software update, without additional fees being paid by County, or an upgrade (new functionalities) for which licensing fees must be paid by County.

- 1.5 It is understood that RADIO IP is not required to proceed with modifications or improvements requested by County or to provide other maintenance services not mentioned explicitly in this Maintenance Agreement. Pursuant to a separate written Amendment to this Agreement or Agreement with County, RADIO IP may, at its sole discretion, proceed to such modifications or improvements with remuneration at the hourly consultation rate in force at such time.

2. DURATION OF SERVICES AND TERMINATION

- 2.1 This Maintenance Agreement is for a term of twelve (12) months. The optional Maintenance Agreement shall begin 12 months after the acceptance of Software Licenses and Software Implementation Services described in Exhibit A and B to this Agreement. This Maintenance Agreement may be renewed by written amendment to this Agreement.
- 2.2 This Maintenance Agreement shall be terminated without any notice or delay if any of the following events occur:
 - The County sells, assigns or transfers its rights or a portion thereof in a license to the Software covered by this Maintenance Agreement without obtaining the prior written permission from RADIO IP except for the participating agencies who have signed the Master Agreement for the Maintenance and Operation of a Mobile Data Communications System and, thereby, are sub-licensees of the County;

- The County or RADIO IP breaches or does not respect any term, condition or stipulation contained in this Maintenance Agreement, or any license agreement relating to the Software when a default notice has been sent and such default has not been rectified within thirty (30) days of receipt of such prior notice;
- 2.3 Notwithstanding the foregoing, either of the two (2) parties hereto may terminate this Maintenance Agreement by registered letter upon giving the other party a ninety (90) day prior notice.

If RADIO IP exercises the right to terminate this Maintenance Agreement upon a ninety (90) day notice, RADIO IP agrees to continue to provide maintenance services during the aforementioned ninety (90) day notice period in relation to maintenance contracts in force at the time of termination. The terms and conditions of this Agreement shall continue to apply only in respect of such maintenance contracts and compliance therewith, including payment of maintenance fees to RADIO IP by the County, is a condition of their survival.

- 2.4 In the event that County has paid the fees payable under this Maintenance Agreement in advance for a given period and if this Maintenance Agreement is terminated before the expiration of said period by virtue of article 2.2 or article 2.3, RADIO IP agrees to reimburse a prorated amount of the fees to County equivalent to the amounts received which are applicable to the period having been the object of the termination.

3. COUNTY'S RESPONSIBILITIES

- 3.1 County shall ensure that the equipment and software used in conjunction with the Software conform to the specifications which may be set out from time to time in the documentation provided with the Software, and ensure that these equipment and software are functional and do not impede the proper operation of the Software.
- 3.2 County shall be solely responsible for the installation and configuration at its cost, of any revised version of the Software that is communicated by RADIO IP pursuant to this Maintenance Agreement. RADIO IP may designate certain revised versions as being mandatory updates, in which case County shall install and configure the revised versions within sixty (60) days of transmittal of the update. If County refuses or neglects to install the mandatory updates of the Software, RADIO IP shall not be required to provide maintenance services until installation of these mandatory updates is completed unless County has notified Radio IP of issues discovered during County's testing of updates. In the case of issues with mandatory updates that County is unable to install due to issues discovered during testing, Radio IP and County shall work together to resolve.

- 3.3 To receive the full benefit of maintenance services provided under this Maintenance Agreement and remain compliant with State of California Department of Justice requirements, Radio IP shall connect with County using a County-standard VPN client. At Radio IP's request, County shall install PCAnywhere on the server with use permitted for managing console access on the server only. This will enable persons providing maintenance services to connect to County's server in accordance with agreed security standards, which may be necessary to address certain problems affecting the Software.
- 3.4 County agrees that the maintenance services described in this Maintenance Agreement shall be remotely provided and that RADIO IP shall have no obligation to travel to the location or the site of the County.

4. ANNUAL MAINTENANCE FEES

- 4.1 In consideration of obtaining access to Radio IP's maintenance services described herein, County agrees to pay an amount equivalent to 20% of the fees paid for the Software licenses. This amount shall be paid within thirty (30) days of the Effective Date, or, in the case of renewals, each beginning of the renewal term (or in the case of a retroactive renewal pursuant to Section 2.1 of this Maintenance Agreement, simultaneously with receipt of the purchase order), in advance, for the upcoming year. If the warranty period of additional licensed copies of the Software purchased by County expires during the term of this Maintenance Agreement or any renewal term, County undertakes to pay an amount equal to 20% of the cost of obtaining the relevant licenses for the Software in proportion to the period of time between the end of the warranty period and the end of the current maintenance term. This payment shall be made within thirty (30) days of receipt of RADIO IP's invoice by the County of Monterey Auditor Controller. It is understood that County shall not claim any credit for any period of time during which it did not have recourse to RADIO IP's maintenance services.
- 4.2 RADIO IP may modify the amount or the method of calculating maintenance fees or the conditions of this Maintenance Agreement by providing to County a sixty (60) day written notice to the person described in Section 14 (NOTICES) of the AGREEMENT. These modifications will come into force immediately regarding any new order for maintenance services and, for maintenance contracts already benefiting County, on the following January 1.
- 4.3 All amounts payable to RADIO IP shall be in U.S. funds. The amounts indicated in this Agreement do not include applicable taxes, including customs and excise taxes, which shall be paid by County, over and above the amounts mentioned.

5. LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTY

- 5.1 RADIO IP DOES NOT GRANT ANY WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 RADIO IP SHALL NOT BE LIABLE FOR ANY AMOUNTS REPRESENTING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF PRODUCTIVITY, LOSS OR ALTERATION OF DATA, LOSS OF WORKING HOURS OF EMPLOYEES OR CONSULTANTS, DELAY IN THE PROVISION OF SERVICES, AND INTERRUPTION OF SERVICE RELATING TO THE SERVICES PERFORMED BY RADIO IP, ANY UPDATES TO THE SOFTWARE, AND THE SOFTWARE OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING ATTORNEYS' FEES. RADIO IP IS LIKEWISE NOT LIABLE FOR ANY LOSS OR DAMAGE EVEN IF THE CLIENT HAS INFORMED IT OF SUCH A POSSIBILITY OF DAMAGES OR LOSSES.

6. **FINAL PROVISIONS**


Neither of the parties to this Maintenance Agreement shall be considered in default of performing its obligations pursuant to this Maintenance Agreement, if such performance is delayed, suspended or precluded following an event of force majeure. Force majeure constitutes any cause which is independent of the will of the parties to this Maintenance Agreement, which they could not have reasonably foreseen and against which they cannot have protected themselves. Force majeure includes, but is not limited to, any fortuitous event, strike, partial or complete stoppage of work, lock-out, fire, riot, intervention by civil or military authorities, compliance with regulations or orders of all governmental authorities and war (whether or not declared).

Appendix 1 to Exhibit C – SOFTWARE MAINTENANCE AGREEMENT

Legal Holidays in the Province of Quebec

Holiday	2010
New Year's Day	Jan. 1
Good Friday	April 2
Patriots' National Day	May 24
Québec's National Holiday	June 24
Canada Day	July 1
Labour Day	Sept. 6
Thanksgiving Day	Oct. 11
Christmas Day	Dec. 25
Boxing Day	Dec. 26

EXHIBIT D – CONTRACTOR'S W-8ECI IRS FORM

Form W-8ECI (Rev. February 2008) Department of the Treasury Internal Revenue Service		Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States ▶ Section references are to the Internal Revenue Code. ▶ See separate instructions. ▶ Give this form to the withholding agent or payer. Do not send to the IRS.		OMB No. 1545-1821												
Notes: Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business (see instructions).																
Do not use this form for:																
• A beneficial owner solely claiming foreign status or treaty benefits		Instead, use Form: W-8BEN														
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of sections 115(b), 501(c), 592, 593, or 1443(b)		W-8EXP														
Notes: These entities should use Form W-8ECI if they received effectively connected income (e.g., income from commercial activities).																
• A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States)		W-8BEN or W-8BIMY														
• A person acting as an intermediary		W-8BIMY														
Notes: See instructions for additional exceptions.																
Part I Identification of Beneficial Owner (See instructions.)																
1 Name of individual or organization that is the beneficial owner RADIO IP SOFTWARE		2 Country of incorporation or organization CANADA														
3 Type of entity (check the appropriate box): <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Simple trust</td> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> </tr> <tr> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Estate</td> </tr> <tr> <td><input type="checkbox"/> Private foundation</td> <td><input type="checkbox"/> International organization</td> <td><input type="checkbox"/> Central bank of issue</td> <td><input type="checkbox"/> Tax-exempt organization</td> </tr> </table>		<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Government	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization			
<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity													
<input type="checkbox"/> Government	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate													
<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization													
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box. 740 NOTRE-DAME STREET WEST, SUITE 500																
City or town, state or province. Include postal code where appropriate. MONTREAL, QUEBEC, H3C 3X6		Country (do not abbreviate) CANADA														
5 Business address in the United States (street, apt. or suite no., or rural route). Do not use a P.O. box. N/A																
City or town, state, and ZIP code																
6 U.S. taxpayer identification number (required—see instructions) 98-0400863		7 Foreign tax identifying number, if any (optional) 139330781RC0002														
8 Reference number(s) (see instructions)																
9 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary). THE CORPORATION DERIVES INCOME FROM THE SALE AND INSTALLATION OF SOFTWARE TO U.S. CUSTOMERS WHICH IS EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR A BUSINESS IN THE U.S.																
Part II Certification																
Sign Here	Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I declare under penalties of perjury that:															
	• I am the beneficial owner for I am authorized to sign for the beneficial owner(s) of all the income to which this form relates. • The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States and are includable in my gross income for the beneficial owner's gross income for the taxable year, and • The beneficial owner is not a U.S. person. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can deduct or make payments of the income of which I am the beneficial owner.															
	Signature of beneficial owner for individual authorized to sign for the beneficial owner(s) 		Date (MM-DD-YYYY) 01/01/2009													
		CFC Capacity in which acting														
For Paperwork Reduction Act Notice, see separate instructions.																
		Cat. No. 25045D		Form W-8ECI (Rev. 2-2008)												