

# EDUCATION SERVICE CENTER, REGION 10

## RFP #R10-1147 for Silent Panic Alert Technology

**Date: December 6, 2022**

**Company Information:**

Rave Mobile Safety

492 Old Connecticut Path, 2nd Floor

Framingham, MA 01701

**Project Contact:**

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# Cover Letter

December 6, 2022

Education Service Center, Region 10  
Mr. Clint Pechacek  
400 E Spring Valley Road  
Richardson, TX 75081

## **RE: Education Service Center, Region 10 RFP #R10-1147 for Silent Panic Alert Technology**

Dear Mr. Clint Pechacek,

Rave Mobile Safety (Rave) understands the importance of critical communication and scalable technology in today's digital, cloud-driven environment. At Rave, we believe safety is a core human right and everyone has the right to be safe where they live, work, learn and play. Technology helps us do all we can to make this a reality. Since 2004, Rave has had the honor and privilege of servicing customers with our advanced critical communication solutions, and we thank the Education Service Center, Region 10 for your consideration of our proposal for Panic Alert Button and other safety solutions.

The Rave Panic Alert Button is purpose-built to enable emergency notifications, critical data sharing and fast response coordination. From drills to crisis scenarios, the Rave Platform helps organizations of all types and sizes.

- Connect the right people, to the right information, easily, quickly, and securely
- Speeds up communication and response

Through an easily accessible safety application in the palm of your hands, to enable emergency preparedness and shorten response times by shortening processes and sharing information quickly and effectively with the appropriate parties – Rave is trusted by security and emergency management professionals to reduce the impact of an emergency and shorten response times, while always keeping your organization safe and informed.

### **Principal Point of Contact**

Brian O'Donnell – Strategic Account Executive  
Phone: 617-877-5871  
E-mail: [bodonnell@ravemobilesafety.com](mailto:bodonnell@ravemobilesafety.com)

We look forward to connecting with you once your review is complete. Should you have any questions in the interim, or should you require clarification of any content herein, please don't hesitate to reach out directly to Brian.

Respectfully,



William C. Price  
Chief Financial Officer  
Rave Mobile Safety  
492 Old Connecticut Path, 2nd Floor  
Framingham, MA 01701

# Inline RFP Response

Please see the following pages for Rave's inline response to the RFP

# **REQUEST FOR PROPOSAL #R10-1147 FOR: SILENT PANIC ALERT TECHNOLOGY**

November 15, 2022

**Section Two:**  
Proposal Submission, Questionnaire and  
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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

**PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

**PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

**PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

**PROPOSAL FORM 5: DEBARMENT NOTICE**

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

**PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

**PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

**PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

**PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

**PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Rave Wireless, Inc. DBA Rave Mobile Safety
	<i>What is the mailing address of your company's headquarters?</i>	492 Old Connecticut Path, 2nd Floor Framingham, MA 01701
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Brian O'Donnell – Strategic Account Executive Phone: 617-877-5871 E-mail: bodonnell@ravemobilesafety.com
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services,	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Agreed.

including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Confirmed.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes, large scale/regional deployments of many school districts together are able to achieve enterprise-wide savings on Rave solutions.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes. Confirmed.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	Rave Panic Button pricing is based on the number of schools within a district and provides coverage for all faculty and staff.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Rave requires annual upfront payments on its software-as-a-service solution. Upon execution of the contract and annually thereafter for the duration of the term, Rave will send participating agencies an invoice for the services. Payment terms are net 30, and Rave accepts several payment options, including checks, credit card, or EFT/wire. All payment instructions are printed on the invoice, and Rave has a dedicated collections team to assist with any issues or questions.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		
Demonstrated ability to meet delivery and installation timelines and requirements	<i>What is your average delivery and installation timeline?</i>	Rave Mobile Safety can make our Panic Button solution available immediately to our customers. Installation and configuration times are typically completed in 2-4 weeks from the project start.
	<i>Describe whether the member would have the ability to install the product themselves, and if so the steps of the installation process.</i>	Rave's Panic Button product is a SaaS (Software as a Service) solution. No hardware or software will be installed on the customers' premises. Configuration is largely performed through online, web-based interfaces and through the installation of an App on end-user devices.
	<i>What distinguishes your product from your competitors?</i>	<b>The Rave Panic Button™ App</b> -- Connects users to both 9-1-1 and on-site emergency responders with a one-button-push. Rave Panic Button notifies an organization's nearby responders of emergencies while calling 9-1-1, drastically reducing the time it takes to address a variety of emergencies. Separate buttons communicate different types of emergencies, like fire, medical, and active shooter incidents, providing additional information and fine-tuning responses.

### Rave Panic Button Overview



The Rave Panic Button mobile app focuses on public locations vulnerable to emergencies - schools, courthouses, libraries, and other public buildings or official facilities. Its intended use case is a public area whose security depends primarily on 911 responders.

**Benefits include:**

- Provides direct connection between 9-1-1 and responders and the caller - leveraging the existing 9-1-1 infrastructure while automatically notifying key on-site resources.
- Delivers critical data such as detailed caller location, floor plans, emergency exits locations, emergency contacts, and key procedures.
- Provides easy, scalable method for maintenance of facility/site emergency response information
- Enables immediate, secure collaboration between responders and on-site personnel
- Automatically notifies defined on-site personnel, for example, security officer, maintenance, supervisors via text message of the panic button activation and when the call is answered at 9-1-1



- Reduce malicious activations common with hard-wired panic buttons
- Rapid installation with no required on-site hardware or software
- Ease of set-up and training for users and temporary site personnel
- Expand coverage area to where-ever a user might be
- Does not rely on third party call centers or stand-alone applications that are not integrated into the emergency response process.
- Extremely cost effective-leverages existing mobile devices and the 9-1-1 network

Rave Panic Button provides users an immediate connection to 9-1-1 via the existing 9-1-1 network but augments that connection with notification to on-site responders and critical response data presented to the 9-1-1 call taker and dispatcher.

Rave Panic Button focuses on the rapid response by informing those closest to an emergency to enable rapid response. Without awareness of what's going on in your facilities, a typical response approximates this timing, according to an FBI report:



The goal of Rave's mobile safety apps is to shorten the time it takes necessary staff to learn about and respond to urgent situations - including medical emergencies, fire hazards, crime and more.

#### **RaveFacility**

Rave Facility is **free to any organization** to provide facility data to first responders. [RaveFacility.com](http://RaveFacility.com) also supports the robust collection of facility information - main contacts, floor plans, emergency plans, AED and fire equipment locations, entry

points, and more - and can make this information searchable and available with every 9-1-1 call. Rave Facility is a free service, available to any organization, and can provide detailed facility information online to safety dispatchers and call takers - as well as any Rave 911 Suite PSAP's near campuses. In the Rave Guardian Command View, facility details are available to your own safety responders via a single click on the map, or search by name or address.

RaveFacility is similarly interoperable with the Rave 911 Suite, and also provides extensive support another piece of the Rave public-safety platform, our Panic Button mobile application that notifies authorized local responders at a facility - e.g., a school, courthouse, or hospital campus - while showing geo-fenced location information to 9-1-1 responders.



<p>Demonstrated alignment of product to safety and security regulations</p>	<p><i>Describe how your solution meets current industry standards for safety and security.</i></p>	<p>Rave's Panic Button solution is, by far, the country's most widely used school safety solution with statewide K-12 deployments in places such as Oklahoma, Louisiana, New Mexico, and Delaware. Rave's product offering is unique in that our public safety products can integrate with each other, forming a platform that increases public safety and communication in all forms of emergency. These integrations uniquely position Rave Mobile Safety to consider community public safety holistically and meet those needs through our products and their increasing interoperability. Every day, we work with K-12 schools, emergency management offices, 9-1-1 dispatch centers, hospitals, court systems, higher education institutions, and other groups with specific emergency response needs.</p> <p>This broad range lets us learn what each group needs during a safety incident - from schoolteachers, school resource officers, superintendents, emergency managers, to first responders, ER workers, commuters on the road, community residents, college students, and other specific interest groups. This holistic view lets us build solutions that enhance safety for everyone in your community through our products and their increasing interoperability.</p>
	<p><i>Describe your process for updating products to comply with updates to state and federal safety and security rules.</i></p>	<p>GRX, Rave's independent auditing team, utilizes industry best practices and methodologies for penetration testing, such as the OWASP Guide/OWASP Top 10 See Appendix A for the OWASP Top-10 list, Open-Source Security Testing Methodology Manual (OSSTMM) and National Institute for Standards and Technology (NIST). GRX also is a SANS/GIAC Certified Web Application Penetration Tester. These methodologies and certificated training ensure a complete and consistent approach to the assessment.</p> <p>The Rave Mobile Safety platform is Safety Act certified by the U.S. Department of Homeland Security as a protected anti-terrorist technology provider.</p> <div data-bbox="1192 1042 1709 1230" data-label="Image"> </div> <p>Rave is authorized by the FedRAMP under "Moderate" tier. Please visit this link <a href="https://www.fedramp.gov/">https://www.fedramp.gov/</a> for further information.</p>



Rave's approach to overall operational security is to ensure comprehensive cross-disciplinary governance to ensure that all areas of product development, software architecture and development, operational service integrity, quality assurance processes, both internal and third-party auditing, and configuration management coordinate to ensure coherent security and privacy protections are applied across every aspect of our SDLC.

*Does your product meet the requirements of the proposed amendment to School Safety Requirements listed here: <https://tea.texas.gov/sites/default/files/proposed-amendment-to-19-texas-administrative-code-chapter-61.pdf?>*

Compliant.

Service area for installation and maintenance services

*Describe the number of states, and if applicable the regions within a state, to which you can provide installation and maintenance services.*

Rave Mobile Safety operates in all 50 United States and in Canada. In the United States Rave Mobile Safety provides services and maintains software at the state, county and local government level for thousands of customers including thousands of schools and school systems nationwide.

Customer onboarding and training capabilities/product ease-of-use

*Describe your process for setting up the system, onboarding customers, and providing ongoing training to ensure the product will be effective in a crisis situation.*

Each new Rave customer is assigned a dedicated Implementation Manager, backed by a full team of customer support personnel, who will be the single point of contact during solution deployment. The Implementation Manager utilizes a proven methodology, product and technical expertise and provides practical and best practices advice to guide the implementation project to success.

Rave's project methodology is focused on creating a specific, practical and reproducible agile deployment experience for all customers. During the project Welcome Call, the Implementation Manager will provide an overview of the project tasks and timeline and provide a set of next steps and actions.

**The Rave Team**

Rave is dedicated to successful customer relationships and provides the following team to ensure the best possible experience during and after the implementation.

<b>Dedicated Rave Mobile Safety Staff Resources</b>	
Title/Function	
<b>Implementation Manager</b>	– Rave project manager, single point of contact during onboarding and implementation process
<b>Customer Success Manager</b>	– Provides ongoing executive, customer relationship, best practices, and advocacy over the entire length of contracted services to maximize the City's ROI
<b>Account Manager</b>	– Responsible for contractual and administrative details across the entire length of contracted services
<b>Community Marketing Manager</b>	– Will assist with public marketing of Alerts & Smart911
<b>Technical Support staff</b>	– After implementation, provide ongoing product technical support and 24x7 hotline response

**Before the Welcome Call – Customer Activity**

Rave encourages customers to think about several different topics and tasks before the Welcome Call with an Implementation Manager. The table below outlines the items customers may want to consider before the implantation project begins.

Task	Time frame	Responsible
Identify project manager and contact information	Pre-Welcome	Customer
Identify Panic Button administrator (may be same as above)	Pre-Welcome	Customer

**Before the Welcome Call – Rave Activity**

Once a contract is signed, Rave's Services team will build out the Rave environment in preparation for the Welcome call and implementation effort. The build-out process take several days and includes:

<b>Buildout – Project and Product Configuration</b>		
Task	Time frame (days after contract)	Responsible
Build out Panic Button Environment	Up to 5 days	Rave

### **Implementation**

Below, please find a timetable of tasks generally undertaken during implementation. Most of the timing of these tasks is within the discretion of the Customer.

<b>Initial Onboarding and Implementation – Project and Product Configuration</b>		
<b>Task</b>	<b>Time frame (after Welcome Call)</b>	<b>Responsible</b>
Introduce Rave Client Manager for the Customer	0 days	Rave
Supply customer with format/method for syncing staff/employee data	0 days	Rave
Administrator orientation via live webinar	10 days	Customer
Panic Button self-paced training (unlimited)	10 days	Customer
Create Rave Facility/Organization	0-10 days	Customer
Define Campus/Building Boundaries and Details	2 weeks	Customer
Load Campus Contacts	2-4 weeks	Customer
Assign contacts to Panic Button Groups	2-4 weeks	Customer
Configure Panic Button Activation Details	2-4 weeks	Customer
Discuss/configure 3 <sup>rd</sup> Party integrations	2-6 weeks	Rave, Customer
Live webinar-based administrator training (unlimited)	Bi-weekly schedule	Rave
Optional on-site or remote specialized training	30 days	Rave, Customer

### **Ongoing Support**

Some Panic Button administrative activities can require ongoing updates. Questions or issues with these activities can be directed to Rave's Technical Support organization as needed.

<b>On-going tasks (if desired)</b>		
<b>Task</b>	<b>Time frame</b>	<b>Responsible</b>
Add / modify new system activators and administrators	Ongoing	Customer
Create, edit or change contact/user data	Ongoing	Customer
Add additional campus configurations	Ongoing	Customer
View reports of any Panic Button activation	Ongoing	Customer

Demonstrated product reliability

*Describe how you ensure the hardware you are offering remains functional at all times, including any maintenance that is required.*

All Rave systems and infrastructure are continuously monitored for availability within many applications and operational frameworks. In addition, Rave monitors 3rd party integration points, such as their SMS aggregation service providers and our customers' user authentication services and e-mail delivery systems. This vigilance lets us head off issues before they manifest and resolve them quickly when they occur.



To protect your communities as 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.

**Maintenance**

Rave Mobile Safety performs releases quarterly on average. We perform planned service interruptions within a maintenance window from Monday to Sunday during hours of least utilization to minimize impact. Any required scheduled maintenance windows will be announced at least 72 hours in advance and they normally last less than 5 minutes. Applications are fault-tolerant during these events and our 24x7 support hotline is available should an immediate issue require messaging. Over time we work toward a zero-impact release process, but maintenance windows may be required for tasks such as an annual full DR/BCP test which models a full outage and failover scenario to test and improve our plans and operations.

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

Rave also supports timely preliminary and then final versions of Release Notes, product webinars, live and recorded for on-demand playback, that cover all new functionality added to the product and that offers suggestions and best practices for use, typically 2-4 weeks prior to release. In addition, our Product Management teams present product roadmap and other topics during regional user groups and our annual Rave Summit conference.

In addition, Rave's Customer Success team coordinates periodic Executive Business Reviews (EBRs) to ensure the State's stakeholders are aware of available enhancements and best practices.

### **System Testing**

Rave Mobile Safety's platform is systematically tested in-house, and has a track record of real-world tests from our 16 years providing ENS systems to state, county, and local government clients. We are constantly working to improve, maintain, and monitor the integrity of our system. The Rave Mobile Safety Quality Assurance team performs performance, load / stress, and security testing each day, for every Rave product. Rave's team has specifically designed an automated testing framework to monitor our products, which runs *thousands* of automated tests each day.

### **Testing Methodology**

The Rave QA team runs performance, load / stress, and security tests each day, for every Rave product. Our automated performance tests run every 3 minutes, and automated uptime tests every hour. As part of procedure, our QA team also uses our real-world regression testing, refined over our years of system experience to provide further insight into system performance needs.

Our testing focuses on an architecture that can scale to meet the needs of mission critical support for large populations using a variety of methodologies: core performance and load testing of application performance; application and infrastructure optimizations based on over 10 years of operational experience; and a forward-looking technology focus and vigilance that ensures our capacities continue to scale in real-world usage patterns.

In our scalability testing environment, we simulate various potential situations - from a huge spike in usage to exceptionally large data sets to model regional usage conditions. Using automation, we generate large amounts of data and test harnesses to simulate extreme conditions. Finally, we run "backlog testing" to simulate downstream bottlenecks creating large backlog conditions within our infrastructure to ensure we have no queuing problems or other results that may potentially impact systems.

We add downstream capacity in response to these test results across the full range of delivery options, network carrier and messaging providers, and higher performance hardware and software within our operations centers.

### **Real-World Conditions**

Our testing regime is constantly supplemented by real-world data generated by our 16 years of experience in the mass notification field. Rave's platform has delivered millions of messages and maintained its availability during the most difficult of conditions (such as the

Great Shakeout tests, the Boston Marathon bombing events, Superstorm Sandy, and more.)

Many of our customers serve populations in the hundreds of thousands, and in statewide implementations with millions of subscribers, and Rave's platform must contend with the real-world conditions encountered across a variety of regional boundaries, impacted by regional and local network conditions, traffic to 9-1-1, and mass notification to very large populations. Many of our customers are also located close to one another in defined geographic regions.

Weather patterns that span coastlines, districts, and entire regions -- generating notifications across many our customers in concentrated time periods -- have stress-tested our systems with high demand under difficult physical conditions. Hurricanes, tornados, wildfires, natural disasters of all kinds, the new breed of superstorms - outbreaks spanning multiple states and regions, have all enhanced our understanding of the metrics our system must meet to perform to our high standards. All of this background and data goes into every system test we run.

#### **Security Procedures and Staff Training**

Rave builds protection for your data into our company procedures and ensures it is a priority for all employees. We maintain stringent security procedures to limit access to customer information, and ensure and audit employee training compliance and security best practices, with additional training for those who maintain operational components of the system. Employees with access to sensitive customer data are required to take quarterly training update sessions. Employees who handle customer data are required to take quarterly training update sessions. In addition, both internal and external third-party auditing ensures employee compliance with security policies. In addition, both internal and external third-party auditing ensures employee compliance with security policies. Rave staffs an Information Security team, led by our Director of Information Security, reporting directly to our Chief Technology Officer.

#### **Data Centers**

Rave maintains multiple geo-redundant SOC-2 compliant main application tier data centers. These data centers make use of industry-standard safeguards such as 24/7 manned security, facility entry controlled by electronic keycards with pin codes, mantraps, biometric scanners, locks on all cabinets, cages, and suites, and CCTV monitoring. Physical security at each facility has three access safeguards. First, a named access control list identifies the only Rave representatives authorized to access the data center. At the data

center, only these authorized personnel can pass the two-factor keycard and biometric control system. Finally, a combination lock secures the cabinets housing Rave's physical servers. This combination key is kept in an encrypted "password safe" only accessible to Rave System Administrators.

**Internal Access Controls**

Rave restricts employee access to customer data. Access to production systems and cryptographic keys is limited to key technology professionals using unique individual user ids and passwords. These passwords are changed regularly and held to best practices for length and complexity. We enforce strict separation of production-level customer information from any testing or development environments and track network resources to ensure no unauthorized access to customer data takes place.

**Privacy Policy**

Rave does not provide personally identifiable information in any way to telemarketers or other solicitors. This policy is clearly stated in both Rave's contract with the customer as well as Rave's privacy policy.

**Backup and Recovery**

Secure data is only useful if it remains accessible even under adverse conditions. Rave designs our system to keep your data available and safe even during outage events. Encrypted system backups are taken nightly and stored offsite with a 7-year records retention policy. Redundancy and monitoring within Rave's mature public-safety-grade infrastructure ensure the integrity of our data systems.

For disaster recovery, Rave maintains failover capacity for our system, and keeps a business continuity plan to ensure infrastructure staff can communicate and strategize quickly. In the event of a catastrophic outage that completely took a collocation center offline, our Recovery Time Objective to be fully functional from our second collocation facility is 5 minutes. We routinely test our recovery plans, with a focus on specific tiers, hardware systems and subsystems, servers, and application infrastructure.

All Rave systems and infrastructure are continuously monitored for availability within numerous application and operational frameworks. In addition, Rave monitors 3rd party integration points such as their SMS aggregation service providers as well as our customers' user authentication services and e-mail delivery systems when integrated. This vigilance allows us to head off issues before they manifest and resolve them quickly when they occur.

### **System Security**

Rave's systems are built securely at all layers. We use the most up-to-date encryption, monitoring, and authentication technologies to protect your data in our databases and on our system.

### **Configuration**

Rave has constructed our system to only permit authorized access to customer data. Our production network, which contains customer data, is isolated from our corporate and development network. This means your data is never used in development testing or marketing materials. The production network itself is segmented by function, with separate segments for web activity, messaging, databases, and other functions. We monitor and tightly control network traffic between these segments, so customer data only moves when necessary for messaging and database maintenance. Each network tier is firewalled. These precautions allow us to confidently host your information, safe behind layers of network security.

### **Authentication**

Rave designs our products to facilitate system security for our clients. Each product includes assignable access roles that allow you to ensure properly secure permissions within your organizations. Rave Mobile Safety has 12 years of experience in the industry, allowing us to advise best-practices for large and diverse organizations to best structure their Rave systems to enhance and maintain system security. In addition, all system access sessions are captured in audit logs, allowing both clients and Rave to check access history should issues arise.

Rave's applications support strong authentication systems to prevent unauthorized logins and protect your authorized administrators' credentials. Each administrator uses a unique user-id for system access, and strong password requirements are enforced. Our authentication systems are routinely audited and refined. In addition, some products can integrate with single-sign-on mechanisms, further enhancing authorization security by storing passwords off the platform. Passwords and usernames, like all data in the Rave system, are encrypted to ensure secure login for our clients. We encrypt passwords using multiple iteration hashing with salting.

### **Segregation of Client Data**

Client data is inaccessible on Rave's site to users outside of your authorized users and guarded from external parties by both Rave's and the client's secure authentication systems. If a client opts to manage authentication to the Rave system via single sign-on

options such as LDAP, the client's system performs all authentication -- meaning Rave's systems do not store user passwords at all.

**Encryption**

All data is encrypted both in transit and at rest.

**Monitoring**

Rave continuously monitors our system with intrusion detection software to ensure critical security and configuration files are protected and correct. Any changes to critical files immediately notify Rave's Technical Operations team.

Rave's Technical Operations teams routinely audits log data and access controls, as well all relevant software versions, OS, application, and database security patches. This allows us to proactively maintain system security. We support formal release protocol for both urgent security patches based on known security risks or other threats, and for standard, scheduled product releases.

**Auditing**

To keep our security up to date, Rave's infrastructure, applications, and operations are annually audited by a security firm specializing in vulnerability assessment. Reviews are comprehensive and include:

- Database account control and access
- Vulnerability of the web applications (40 penetration tests)
- Physical security and physical security policy
- Network security and network security policy
- Personnel security and personnel security policy
- Cryptography
- Firewall vulnerability and firewall rulebase audit
- OS security
- Backup and recovery process
- Intrusion detection system
- Wireless network security configuration



		<p>Our auditors use industry best practices and methodologies for penetration testing, such as the OWASP Guide/OWASP Top 10, Open Source Security Testing Methodology Manual (OSSTMM) and National Institute for Standards and Technology (NIST). Our current auditor is also SANS/GIAC Certified Web Application Penetration Testers. These methodologies and certificated training ensure a complete and consistent approach to the assessment.</p> <p>All audits are reviewed internally at Rave via a formal process. Improvements to processes, procedures, and technology are scheduled and implemented based on the recommendations.</p>
	<p><i>If software is a part of your offering, provide the guaranteed uptime for the software you provide and any penalties included in your SLA for failing to meet that guaranteed uptime.</i></p>	<p>Rave typically supports a 5-9's (99.999%) service availability metric. Please see the <i>RAVE Master License and Services Agreement V8 Clean 2021.12.08 - MLSA SLP.docx</i> appended to this response. Also, please see the Terms and Conditions detailed in the Rave services agreement here: <a href="https://getrave.com/help/Terms.action">https://getrave.com/help/Terms.action</a>.</p>
<p>Financial condition of vendor</p>	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed refence letters</i></p>	<p>As a private company, Rave Mobile Safety's financial statements are not shared externally and exist solely to support the business's operational needs. Rave will provide a bank reference letter, as well as relevant Dunn &amp; Bradstreet report(s) in the <b>Exhibits</b>.</p>
	<p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>As a private company, Rave Mobile Safety's financial statements are not shared externally and exist solely to support the business's operational needs. Rave will provide a bank reference letter, as well as relevant Dunn &amp; Bradstreet report(s) in the <b>Exhibits</b>.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>Rave Mobile Safety is headquartered in Framingham, MA. Other facilities include field offices and remote field workers across the U.S. and geographically dispersed data centers in Boston, MA and Santa Clara, CA, supporting customers in all 50 States. In addition, Rave supports Canadian customers with offices in Toronto, Ontario and a complete mirror of US geo-redundant infrastructure co-located coastally in Kelowna, B.C., and Mississauga, Ontario.</p>
	<p><i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i></p>	<p>Rave's EMR is .89. We also have no worker's compensation losses.</p>
	<p><i>Describe how you ensure the safety of students and staff when working on school grounds, including background checks for employees and physical safety measures.</i></p>	<p>All Rave employees undergo extensive background checks, and all employees who handle customer data are required to attend regular training and training update sessions on a routine basis, utilizing external security experts as well as internal training expertise and process reviews.</p>

		<p>Data handling is also included in our third-party security auditing process, Premise security and related Security policies.</p> <p>GRX, Rave's independent auditing team, utilizes industry best practices and methodologies for penetration testing, such as the OWASP Guide/OWASP Top 10 See Appendix A for the 2013 OWASP Top-10 list, Open Source Security Testing Methodology Manual (OSSTMM) and National Institute for Standards and Technology (NIST). GRX also is a SANS/GIAC Certified Web Application Penetration Tester. These methodologies and certificated training ensure a complete and consistent approach to the assessment.</p> <p>Please see the certification document attached to this response as well as the SSAE16 audit compliance certification for Rave's co-location partner, Internap.</p> <div data-bbox="1192 542 1709 727" style="text-align: center;"> </div> <p>The Rave Mobile Safety platform is Safety Act certified by the U.S. Department of Homeland Security as a participating anti-terrorist technology provider.</p> <div data-bbox="1178 834 1724 951" style="text-align: center;"> </div> <p>Rave is authorized by the FedRAMP under "Moderate" tier. Please visit this link <a href="https://www.fedramp.gov/">https://www.fedramp.gov/</a> for further information.</p>
	<p><i>Provide a link to your company's website</i></p>	<p><a href="http://www.ravemobilesafety.com">www.ravemobilesafety.com</a></p>
<p><b>Qualification and Experience (25 Points)</b></p>		
<p>Respondent reputation in the marketplace</p>	<p><i>Provide a link to your company's website</i></p> <p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p><a href="http://www.ravemobilesafety.com">www.ravemobilesafety.com</a></p> <p>Rave Mobile Safety was incorporated in 2004 under the legal name Rave Wireless, Inc., and has been in business for over 17 years. In 2009, Rave began doing business as Rave Mobile Safety but maintains its legal name of Rave Wireless, Inc. Rave Mobile Safety provides the leading critical communication and data platform trusted to help save lives. Rave's communications solutions connect millions to those trusted to protect them by</p>

		<p>providing innovative solutions to prepare better, respond faster, and communicate more effectively during emergencies.</p> <p>Rave's product offering is unique in that it's public safety solutions can integrate with each other, forming a platform that increases public safety and communication in all forms of emergency and operational communications. For example, Rave Alert can integrate with both Rave Guardian mobile app and the Rave 911 Suite, enhancing the communication and response times between local emergency responders, organizational and agency staff, individual community members, and 9-1-1 PSAPs in varying times of crisis.</p> <p>Every day, we work with over 2,000 higher education institutions, thousands of emergency management offices, 9-1-1 dispatch centers, hospitals, court systems, K-12 schools, and other groups with specific emergency response needs. This broad range lets us learn what each group needs during a safety incident - from emergency managers to leadership communications, PIOs, campus police, and other University stakeholders. This holistic view lets us build solutions that enhance safety for everyone in your campus community to provide genuine, practical solutions for meeting Clery Act and other compliance and safety programs.</p> <p>Rave's products provide unmatched service, performance, and reliability and are fortified by Rave Mobile Safety's commitment to customer satisfaction, success, and safety. Rave Mobile Safety only builds safety solutions, with an intense focus on enhancing the emergency response time and timely communications needs of our clients. Rave earns customer loyalty because of our dedication to building the best public safety products, and actively supporting our customers in using them to keep their campuses safe.</p>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i></p>	<p>We have been working with institutions and state and local agencies in Region 10 since 2016 and continue to provide our safety and emergency mass communication solutions to them on an ongoing basis. Institutions such as Downtown Dallas, Southern Methodist University, University of Dallas and K12 schools, plus additional Texas National Guard, Texas A &amp; M and all Montgomery County K12 Public schools.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <li><i>* Executive Support</i></li> <li><i>* Account Manager</i></li> <li><i>* Contract Manager</i></li> <li><i>* Marketing</i></li> <li><i>* Billing, reporting &amp; Accounts Payable</i></li> </ul>	<p>Below please find the names, titles, email addresses, and phone numbers for the Rave team members who will serve in these capacities. Resumes have been included in the <b>Exhibits.</b></p>

		<p><b>Executive Support:</b>  Todd Miller, COO  tmiller@ravemobilesafety.com  (508) 308-2334</p> <p><b>Contract Manager:</b>  Bill Price, CFO  bprice@ravemobilesafety.com  (508) 532-8964</p> <p><b>Marketing:</b>  Ryan Marsh, Senior Director of Marketing  rmarsh@ravemobilesafety.com  (207) 671-8698</p> <p><b>Billing, Reporting, &amp; Accounts Payable:</b>  Meghan Beck, VP of Finance  mbeck@ravemobilesafety.com  (508) 532-8937</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Public Sector sales account for over 50% of our sales over the last 3 years.
	<i>What is your strategy to increase market share in the public sector?</i>	Rave's strategy for increasing market share is primarily approached in several ways: <ol style="list-style-type: none"> <li>1. First and foremost, is an unwavering <b>commitment to Customer Success</b>: delivering <b>practical, easy-to-use, and effective tools to serve public safety</b> so that our existing customers recognize the value of our solutions, regularly renew their licensing with Rave (current statistics include a 98% customer renewal rate), and provide enthusiastic references among peer agencies and jurisdictions. Customer satisfaction improves when system availability, reliability, and scalability for the largest communities are vigorously maintained, and when exceptional technical support and services are provided as crucial components of customer success.</li> <li>2. <b>Innovation</b>: Rave's recent introductions of solutions such as the Rave Aware solution that provide instant and collaborative communications in real-time to enable information</li> </ol>

		<p>sharing among 9-1-1 and safety responders from multiple jurisdictions, regardless of Computer Aided Dispatch platforms. Rave's approach to feature releases establishes a regular cadence of improvements and investments across the entire platform. In addition, Rave's platform supports a broad partner ecosystem to support other safety systems.</p> <p><b>3. Security and data privacy protection:</b> The Rave platform upholds high standards of Information Security and data privacy protection. For example, the Rave platform is FedRAMP compliant at the Moderate tier. Extensive investments ensure Rave will maintain platform security across all customer systems.</p> <p><b>4. Statewide and very large regional adoption:</b> Rave has proven the scalability of its solutions and its ability to successfully manage very large projects in statewide implementations in California, Louisiana, Iowa, and Oklahoma and others. The implementations validate the efficacy of Rave's solutions and services.</p>
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>Rave has never filed for bankruptcy nor has been in default on a loan. There are no pending liens or tax liens, claims, or lawsuits against Rave.</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p><b>1. Dallas College District</b>  <b>Detail:</b> Protecting all students and faculty across all campuses and facilities.  <b>Years Serviced:</b> 2017-Present  <b>Annual Volume:</b> \$ 50,000  <b>Contact:</b> Brigham Wilcoxson, Emergency Manager  Mesquite, Texas 75150  (972) 860-4048  bw@dcccd.edu</p> <p><b>2. Montgomery County, Texas</b>  <b>Detail:</b> Protecting all K12 public schools in the county, with Rave Panic Button Mobile App, Rave Command View and Rave Facility. Rave Alert leveraged public safety agencies to message all residents of potential threats to lives and property.  <b>Years Serviced:</b> 2015-Present  <b>Annual Volume:</b> \$500,000  <b>Contact:</b> Montgomery County Emergency Communication District 911  Andrea Wilson, Assistant Director</p>

150 Hilbig Rd Conroe TX 77305  
(936) 523-5917  
AWilson@mc911.org

**3. State of Oklahoma. Dept of Education**

**Detail:** Protecting all K12 public schools in the state, since 2019, Rave Panic Button Mobile APP, Rave Facility and Rave Command view. 1800 schools, 528 districts

**Years Serviced:** 2019-Present

**Annual Volume:** \$2,350,000

**Contact:** Oklahoma Dept. of Education

John Parker, Executive Director Office of school safety and security  
2500 North Lincoln Blvd, Okc, OK 73105.  
405-201-4794 (Cell)  
jon.parker@sde.ok.gov

**4. Texas National Guard**

**Detail:** Protecting Texas National Guard locations and staff with Rave Panic Button Mobile App, Rave Command View, Rave Facility and Rave Alert.

**Years Serviced:** 2020-Present

**Annual Volume:** \$48,000

**Contact:** Jared Reinhardt, Chief of Emergency Communications & Innovations Officer

Texas Military Department - J6  
Office: (512) 782-1021 / Gov. Cell: (512) 406-1935  
Jared.a.reinhardt.mil@army.mil

**5. East Texas Council of Governments**

**Detail:** Protecting all residents across all 12 counties across the COG with Rave Alert. Leveraged by public safety agencies in each of the counties within the COG.

**Years Serviced:** 2019-Present

**Annual Volume:** \$85,000

**Contact:** Donetta Miller Operations Manager Public Safety

3800 Stone Road  
Kilgore, Texas 75662  
903-218-6424  
donetta.miller@etcog.org




Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	<p>The Rave platform supports industry-leading information security standards, frameworks and technical documentation standards. Additional information security documentation, such as SOC 2 reports, a Cloud Security Alliance CAIQ assessment, and a robust overview of platform security and privacy protections, are available upon request.</p> <p>Rave's platform is Safety Act Certified as an anti-terrorist technology by the US Department of Homeland Security, and platform components are FirstNet Listed.</p> <p>The Federal Risk and Management Program (FedRAMP) is a cyber security risk management program for the purchase and use of cloud products and services used by U.S. federal agencies. Only cloud service providers (CSP) with FedRAMP approval may work with government agencies. The program was initiated by the Office of Management and Budget (OMB) in response to the U.S. government's 2011 Cloud First Policy. Rave's Authority to Operate (ATO) may be found in the FedRAMP marketplace online.</p>
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Manufacturer.
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	No. Rave is not owned or operated by anyone who has been convicted of a felony.
<p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.</p>		
<p><b>MWBE Status and/or Program Capabilities (10 Points)</b></p>		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	N/A
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	N/A
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to</i>	Confirmed, Rave Mobile Safety contacted MWBEs to provide information relevant to this opportunity and potential joint venture.

	<i>determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	As a public safety and communications organization, Rave is proud to partner with MWBE subcontractors on a variety of engagements. From support to community engagement and training, there are a variety of future opportunities we will continue to promote for MWBE organizations.
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	Upon awarding the contract to Rave, Rave will create a 3-pronged approach to market and promote the contract and our services to members of ESC 10 via an initial and ongoing outreach program. We will create specific collateral highlighting the contract and Rave solutions on it, plus an associated web page with relevant information. The outreach campaign will involve outreach via email and phone, and we will do webinars and on-site meetings to share how our solutions will enhance ESC 10 members' operations and overall safety. This aligns with our current go-to-market strategy in Texas today.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Rave Mobile Safety has an 18+ year history of selling to and supporting markets across State and Local government agencies, K-12 schools, and Higher Education. Many of our employees bring years of previous experience to our team and, as a part of our onboarding, we focus on the unique needs and requirements of these great partners.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Acknowledged and will comply.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Rave can provide a monthly sales report that shows what agencies have procured Rave's services via the agreement with the Equalis Group.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Our solutions are listed on the following cooperative/government contracts: <ul style="list-style-type: none"> <li>• Texas DIR contract</li> <li>• Texas BuyBoard</li> <li>• GSA</li> <li>• NASPO</li> </ul>
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	Rave would do an outreach program via phone and email to relevant (new customers and existing) in ESC region 10 members and make them aware of the Rave solutions on the Equalis cooperative purchasing contract. And also do an informational webinar that

		members can attend or view at a later date. Where relevant we would also do in person meetings.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Rave will have three sales representatives that will work off this contract if awarded.</p> <ul style="list-style-type: none"> <li>• Brian O'Donnell - Boston, MA</li> <li>• Anthony Piccoli - Boston, MA</li> <li>• Sara Wise-Martinez - Warsaw, IN</li> </ul>

## PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.



Support Antiterrorism by Fostering Effective Technologies Act of 2002

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**Special Announcements**

S&T has noticed an increasing trend of applications that do not possess sufficient information for the Office of SAFETY Act Implementation (OSAI) to fully evaluate the capability and effectiveness of the technology under review. Therefore, we are issuing this reminder to all applicants and ask that you answer all questions in the application forms and provide the appropriate supporting attachments. If there is not enough information for OSAI to evaluate the technology you are applying for, your application will be deemed incomplete. OSAI will continue to assist you in preparing your application. We urge you to make use of our pre-application process prior to submitting a full application.

 APPROVED TECHNOLOGIES

TECHNOLOGY TYPE:       KEYWORD:      

SORT BY:       SORT ORDER:      

 **Rave Wireless, Inc., d/b/a Rave Mobile Safety**

December 15, 2016 - **Rave Wireless, Inc.** (d/b/a Rave Mobile Safety), provides Rave Mobile Safety Platform of Safety Solutions, including Rave Alert, Smart911, and Rave Panic Button (the "Technology"). The Technology is a suite of mass notification software packages designed to be deployed using the Software-as-a-Service ("SaaS") operating model. The Technology is designed to streamline emergency response by providing information to emergency responders on critical infrastructure facilities, the locations of a critical incident, and needs of vulnerable populations. The Technology supports rapid distribution of information and instructions to the public in response to an emergency. The Technology also includes optional installation services, training, and user manuals. All Safety Solutions also include web portals and configuration tools necessary for clients and end-users to establish and maintain the service. This Designation and Certification will expire on January 31, 2022.



Department of Energy  
Washington, DC 20585

September 15, 2020

MEMORANDUM FOR BRETT MARCEAU  
SYSTEM OWNER  
RAVE MOBILE SAFETY

FROM: EMERY CSULAK  
PRINCIPAL DEPUTY CHIEF INFORMATION OFFICER  
AUTHORIZING OFFICIAL  
OFFICE OF THE CHIEF INFORMATION OFFICER

SUBJECT: Authorization to Operate for the Rave Alert

This memorandum constitutes my approval for an Authorization to Operate (ATO) for the Rave Alert system.

After reviewing the system security Executive Summary Report and the recommendation from the Chief Information Security Officer, I have determined that the risk to agency operations, agency assets, or individuals resulting from the operation of the information system is acceptable.

Accordingly, I am issuing an ATO for Rave Alert in its existing operating environment. This security authorization is a formal declaration that adequate security controls have been implemented in the information system in its existing location and that a satisfactory level of security is present.

This authorization will remain in effect until September 30, 2023 as long as: (i) Rave Alert executes all Continuous Monitoring activities per FedRAMP guidance; (ii) the vulnerabilities identified during testing do not result in additional department-level risk which is deemed unacceptable; (iii) there are no significant changes to the system or its environment and (iv) the System Owner adheres to the system-specific conditions listed below.

System-Specific Conditions:

- None


**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Rave Wireless, Inc. DBA Rave Mobile Safety

Title of Authorized Representative: Chief Financial Officer

Mailing Address: 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701

Signature: 




**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Rave Wireless, Inc. DBA Rave Mobile Safety

Title of Authorized Representative: Chief Financial Officer

Mailing Address: 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701

Signature: 

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Respondent

12/5/2022

\_\_\_\_\_  
Date



## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.


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### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

  
\_\_\_\_\_  
Signature of Respondent

12/5/2022  
\_\_\_\_\_  
Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Rave Wireless, Inc. DBA Rave Mobile Safety

**ADDRESS** 492 Old Connecticut Path


2nd Floor

Framingham, MA 01701

**PHONE** 508-848-2484

**FAX** 917-591-9105


**RESPONDANT**

  
\_\_\_\_\_  
Signature

William C. Price  
Printed Name

Chief Financial Officer  
Position with Company

**AUTHORIZING OFFICIAL**

  
\_\_\_\_\_  
Signature

William C. Price  
Printed Name

Chief Financial Officer  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? WP  
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? WP  
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Rave Wireless, Inc. DBA Rave Mobile Safety</u>	<u>492 Old Connecticut Path, 2nd Floor</u>	<u>Compan</u>
Company Name	Address	
<u>Framingham, MA 01701</u>	<u></u>	<u>City</u>
State	Zip	

## PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? WP

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? Rave respectfully requests thirty (30) days to cure any breach or default. Rave respectfully requests to modify this provision to require that the participating agency pay all fees due through the end of the contracted term if the Agreement is terminated for convenience.

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? WP

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? WP

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? WP

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? Rave product is an off-the-shelf software-as-a-service and there will be no experimental, developmental or research work done as part of Rave's services. Rave does not grant ownership rights in the licensed services (or any customizations thereto) to any licensee.

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? WP



(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? WP

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? WP

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? WP

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? WP

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? WP

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? WP

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? WP

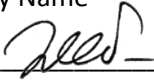
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rave Wireless, Inc. DBA Rave Mobile Safety

---

Company Name



---

Signature of Authorized Company Official

William C. Price

---

Printed Name

Chief Financial Officer

---

Title

12/5/2022

---

Date

**PROPOSAL FORM 13: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Please see the Supplemental Response for Contract-Related Provisions.

## PROPOSAL FORM 14: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

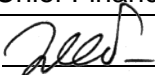
- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.



**PROPOSAL FORM 16: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name Rave Wireless, Inc. DBA Rave Mobile Safety  
Address 492 Old Connecticut Path, 2nd Floor  
City/State/Zip Framingham, MA 01701  
Telephone No. 508-848-2484  
Fax No. 917-591-9105  
Email address contracts@ravemobilesafety.com  
Printed name William C. Price  
Position with company Chief Financial Officer  
Authorized signature 

**Term of contract** January 1, 2023 to December 31, 2023

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.



# Solution Brochures

Provided on the following pages are our product brochures. Additional information can be found on our website at <https://www.ravemobilesafety.com/critical-communication-collaboration-solutions>.

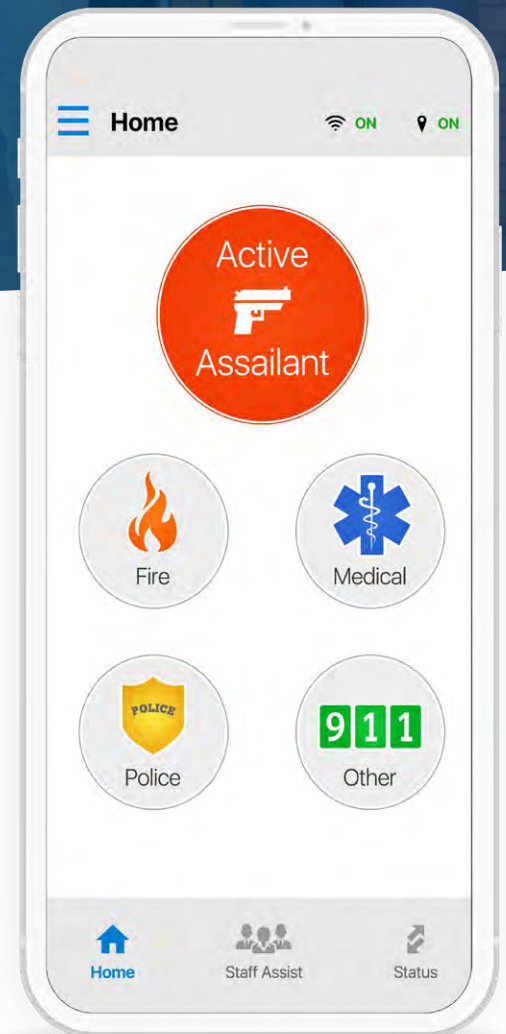
1. Rave Panic Button
2. Rave Desktop Notifier
3. Rave911
4. Rave Alert
5. SwiftK12
6. AppArmor
7. Rave Aware

# Fast, Smart, Reliable School Safety

From medical situations to the unthinkable, **Rave's Panic Button application provides one-push activation of any type of emergency.** With Rave's critical communication and collaboration platform, create a direct connection with 9-1-1, first responders, and on-site personnel to trigger immediate response.

## Key features and functionality to help you:

- 1 Inform All The Right People Instantly**
- 2 Help Everyone Take The Right Actions**
- 3 Bring Responders On-Scene Quicker**
- 4 Support Technology and Agency Interoperability**
- 5 Ensure Compliance with State Regulations**





# IMPROVE COLLABORATION IN EMERGENCY RESPONSE

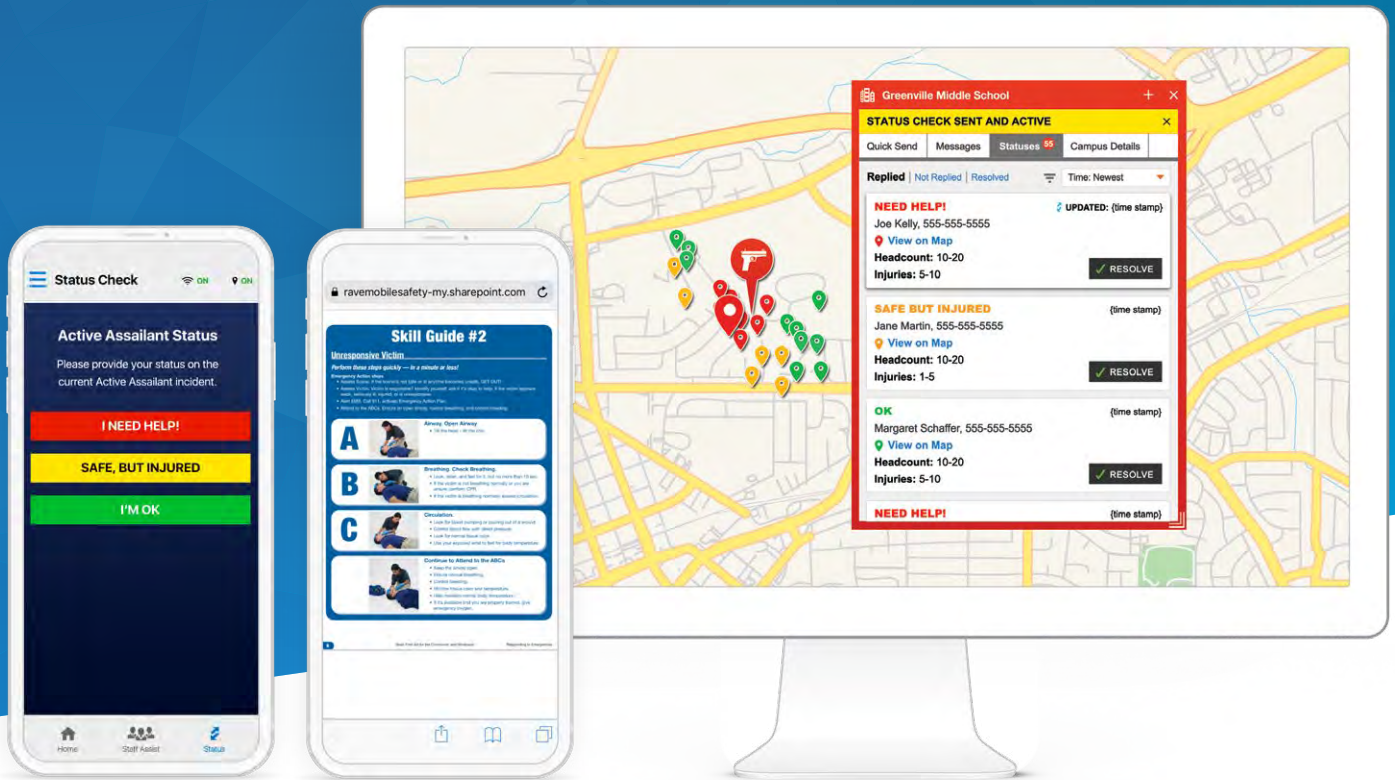
Rave provides a collaboration platform that provides everyone on-site the necessary tools to feel safe and react quickly. First responders can determine the greatest area of need and communicate instructions to on-site personnel.

- Trigger an alert from a mobile app or voice call, landline within a classroom or office, or local 9-1-1 agency to cover all scenarios
- Broadcast to additional channels like desktop alerts, digital signs, video systems, access controls, websites, signal lights, sirens, and any IOT-ready device
- Conduct drills to prepare for all types of emergencies, and manage compliance with reporting by school, date range, and drill type



Rave provides a **fully interoperable, 9-1-1 integrated, FirstNet listed Panic Button platform** connecting devices, 9-1-1 systems, and multi-jurisdictional local and state first responder agencies across a single school safety solution.





# GATHER & DELIVER CRITICAL INFORMATION

Put emergency procedures, evacuation routes, and other valuable resources at the fingertips of staff members with a customizable, in-app content directory alongside other valuable functionality.

- Use Staff Assist for everyday internal communications like minor medical accidents, security disruptions, and administrative updates
- Request Status Checks from staff to prioritize response with actionable data like location, injuries, missing students, and requests for assistance
- Guide staff through parent-student reunification with a shared view of progress, interactive role-based checklists, communication templates, automated reminders, and a full audit trail

“ The value of Rave Panic Button is that you’re not only **notifying 9-1-1** about an emergency. You’re also **alerting your staff and key people in the building about what’s going on**. That’s the most critical improvement that the product brings, especially as a superintendent.”



**Dr. Timothy Eagen**  
School District Superintendent, Kings Park, New York

With Rave, you are doing all you can to protect every student, faculty and staff member with the industry’s most comprehensive panic alert system. The Rave Panic Button enables schools, districts, 9-1-1, first responders and state and local agencies to address the critical challenges of providing the right information to the right people at the right time. It is easy-to-use, easy-to-deploy, and reliable – a partner that can be trusted to work every time, when seconds count.

**8,000**  
CUSTOMERS WORLDWIDE

**10,000**  
K-12 SCHOOLS

**3,500**  
COMMUNITIES & AGENCIES  
ACROSS ALL 50 STATES

**1,600**  
ORGANIZATIONS AND  
HEALTHCARE FACILITIES

**15 YEARS**  
AS PUBLIC SAFETY’S INNOVATIVE LEADER

**70%**  
OF THE NORTH AMERICAN  
HIGHER ED POPULATION

**20%**  
OF THE NATION’S 9-1-1 CALLS

**99.99%**  
SERVICE AVAILABILITY WITH PUBLIC SAFETY  
GRADE INFRASTRUCTURE AND RELIABILITY



**RAVE**  
MOBILE SAFETY

Do all you can today.™

888-605-7164 | sales@ravemobilesafety.com | ravemobilesafety.com

# Rave Notifier for Desktop

With the majority of people working from home, it is essential to make sure all critical notifications are being delivered and seen by all employees. If a phone is in the other room or facedown on a desk, this new delivery mode makes sure messages appear directly on computers, no matter what network they are connected to.

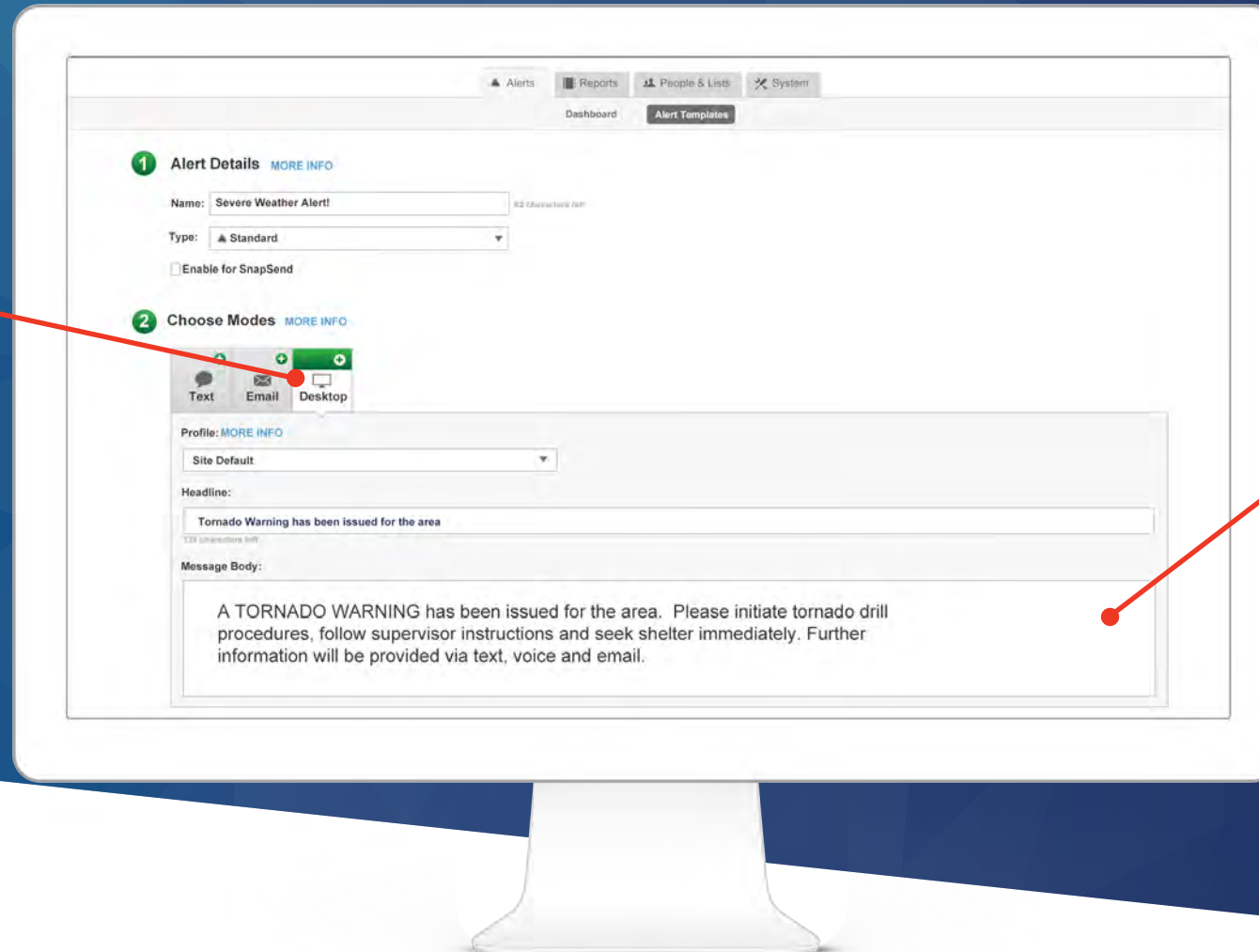
The **Rave Notifier for Desktop** feature is available within **Rave Alert** and allows you to:

- 1 Deliver messages more quickly and more reliably across all mediums
- 2 Customize the branding of company name, icon and colors
- 3 Allow your organization to manage one system for both send and delivery of notifications, reducing 3rd party integration needs





**Send push notifications to user workstations through Rave Alert with the ability to customize HTML-formatted headers and footers**



**In an emergency, desktop alerts will reach people wherever they may be and communicate via the best mode possible**

Rave's critical communication and collaboration platform helps maximize safety and minimize operational disruption for organizations, schools, states, cities and towns all across the country. By collecting and sharing critical information across your community – Rave keeps your people informed, actionable and safe.

The Rave Notifier for Desktop is quick to deploy, as fast as email, and cloud native – making sure employees receive alerts whether in the office, on the road or at home.

**Rave is now your one-stop-shop for mass notifications or targeted communications.**

**RAVE**  
MOBILE SAFETY

**Do all you can today.™**

888-605-7164 | sales@ravemobilesafety.com | ravemobilesafety.com



# Manage & Respond to 9-1-1 Calls More Effectively

Every community can feel a heightened sense of safety with the powerful data and communication tools Rave provides, helping 9-1-1 centers do all they can to save time and lives during an emergency. When it comes to emergency response, the Rave 911 Suite helps you prepare and respond to the worst situations in the best way.

The Rave 911 Suite provides 9-1-1 teams and first responders with the critical capabilities needed to increase situational awareness, handle emergencies quickly and improve outcomes with:

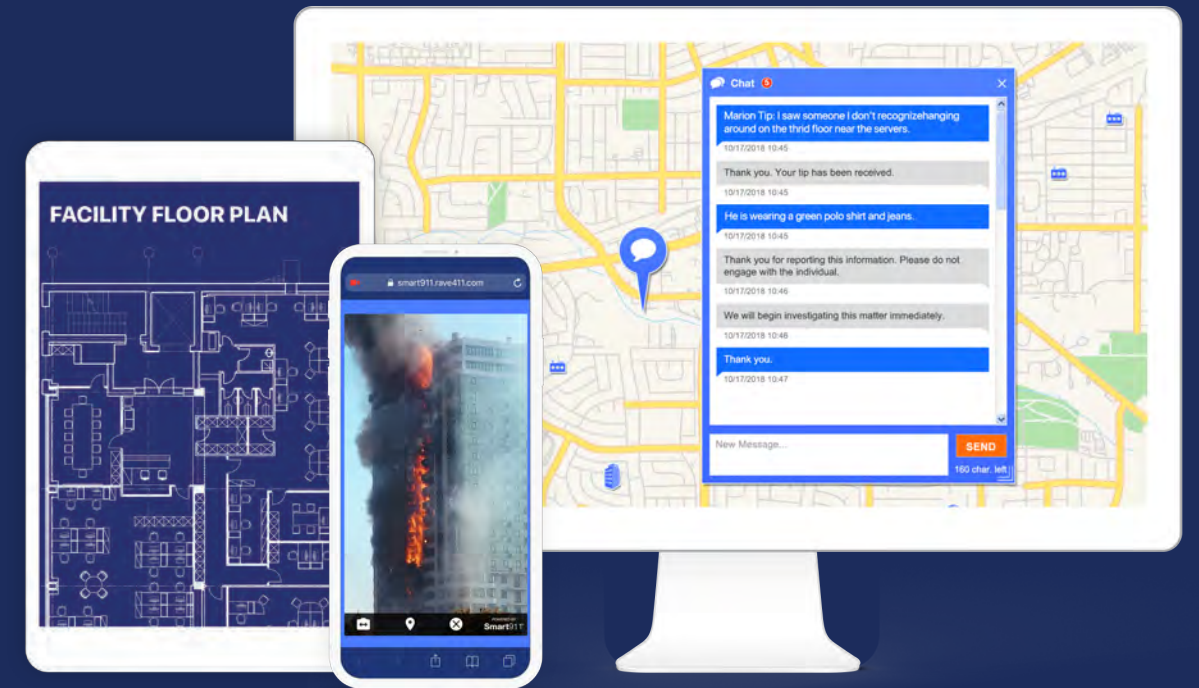
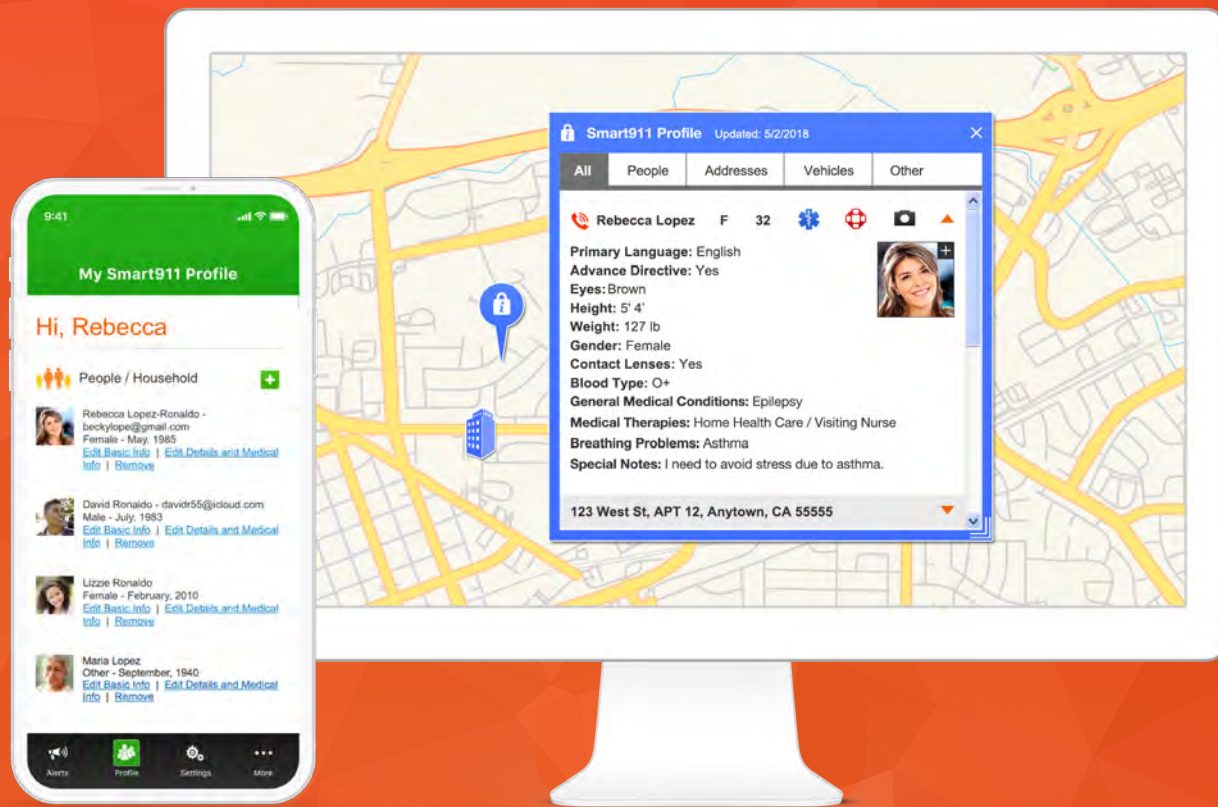
- 1 A Database of Resident Community Information**  
sharing critical caller details in real time
- 2 Personal Safety Profiles and Caller Notes**  
flagging mental health or existing conditions to better protect community members and first responders
- 3 Two-Way Communication and Support Tools**  
staying connected to those on scene and reallocating resources appropriately to reduce unnecessary dispatch
- 4 Enhanced Location Data Sharing**  
from smartphones to send help to the right location faster
- 5 A True 9-1-1 Integration**  
that connects your community with 9-1-1, first responders and emergency management in a life-saving way



# ACCESS CRITICAL 9-1-1 CALLER INFORMATION

A community has multiple ways to register for a Rave Smart911 safety profile and provide 9-1-1 call takers with important details, including name and address, medical conditions and photos. Directly available on the screen, 9-1-1 teams will know who is calling, who else may be in the household, and what physical state they may be in. This allows for better preparation of urgent situations, more effective communication and reduced response times by:

- **Dispatching responders faster and more accurately**
- **Flagging and identifying frequent callers and their ongoing conditions**
- **Providing community members a chance to proactively help themselves and their families**



# LEVERAGE VALUABLE SUPPORT TOOLS

9-1-1 telecommunicators can utilize the resident-provided data accessible to them, make it available to first responders and interact with those on scene in real time. 9-1-1 centers and emergency management agencies can collaborate more effectively and stay connected to callers without an app or NG9-1-1 network. First responder situational awareness and safety improves with:

- **Enhanced mobile caller data to access key information quickly**
- **Searchable critical infrastructure database detailing floor plans, key personnel, hazardous materials and more**
- **Secure and useful caller notes flagging frequent callers and providing insights to adapt expectations and behavior**
- **Two-way chat and video streaming capabilities to continuously communicate with those in need**
- **Usage and activity reports detailing the events of an incident**

# DOUBLE THE BENEFITS FOR RAVE PLATFORM USERS

With Rave's award-winning mass notification system and access and functional needs registry already in place, part of your safety ecosystem is already built - allowing you to immediately leverage the **Rave 911 Suite**. Increase opt ins to facilitate stronger collaboration across your community and share critical data directly to 9-1-1 through a single launch point. Residents and first responders will instantly feel the extra layer of comfort, knowledge and security.

## ACCESS & FUNCTIONAL NEEDS REGISTRY

Identify those community members who are most at risk during an emergency



## SMART911 PROFILES

Leverage community-provided data including addresses, medical conditions and photos



## FACILITY DATA

Access floorplans, building security information and IoT devices



## GET HELP TO THOSE WHO NEED IT MOST

Identify, communicate with, and assist your most vulnerable community members.



## KEEP EVERYONE INFORMED

Notify your entire community or targeted populations to keep them up to date during any emergency



## RESPOND FASTER

Provide first responders with critical data for better situational awareness and a faster, more coordinated response





For over 15 years, across thousands of cities and towns, the Rave 911 suite has helped distressed callers feel connected; allowed families, friends or neighbors to communicate silently; and saved lives with the details of personal safety profiles.

Do all you can to protect your community. Assist 9-1-1 centers and first responders with critical and accurate information during chaotic times when they need it most.

## Market Leader in Critical Communication and Collaboration

**10,000**  
CUSTOMERS WORLDWIDE

**15 YEARS**  
AS PUBLIC SAFETY'S  
INNOVATIVE LEADER

**3,500**  
COMMUNITIES & AGENCIES  
ACROSS ALL 50 STATES

**20%**  
9-1-1 CALLS PROCESSED PER YEAR

**10,000**  
K-12 SCHOOLS

**70%**  
U.S. HIGHER EDUCATION POPULATION

**1,600**  
ENTERPRISES &  
HEALTHCARE FACILITIES

**99%**  
CUSTOMER RENEWAL RATE



“

*Rave's database and interactive maps help our dispatchers easily and rapidly identify, communicate, and proactively assist those who most need our help.”*



**THOMAS M. VALDEZ**  
DEPUTY DIRECTOR, OTTAWA COUNTY, MICHIGAN

“

*The tools that Rave 911 Suite provides fundamentally changes the information available on every 9-1-1 call.”*



**TODD JOHNSON**  
CHIEF DEPUTY, NEWBERRY COUNTY SHERIFF'S OFFICE,  
SOUTH CAROLINA

“

*The Smart911 Safety Profile may have saved up to 15 minutes in our response time. We were able to get our officers to the scene sooner and prevent a dangerous situation from escalating further.”*



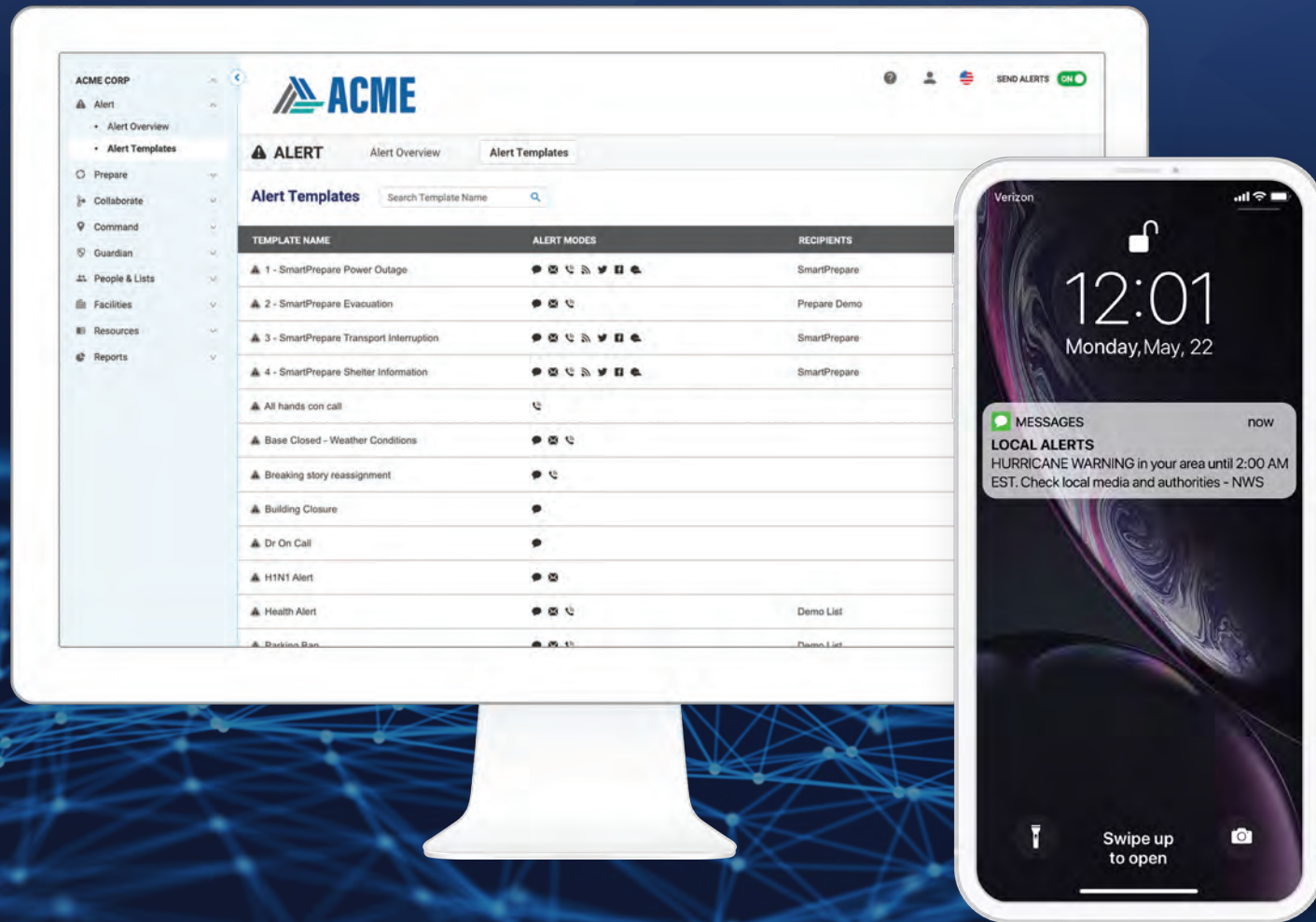
**ELIZABETH FAHY**  
COMMUNICATIONS SUPERVISOR,  
GROVE CITY DIVISION OF POLICE, OHIO



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888-605-7164 | sales@ravemobilesafety.com | ravemobilesafety.com

# Emergency Notifications in Three Clicks



In a world of unknowns, Rave's critical communication and collaboration platform helps prepare and respond to any type of incident. Rave Alert provides the ability to send mass notifications and/or targeted messages to connect and inform your community, organization, school or institution with critical information at critical times.

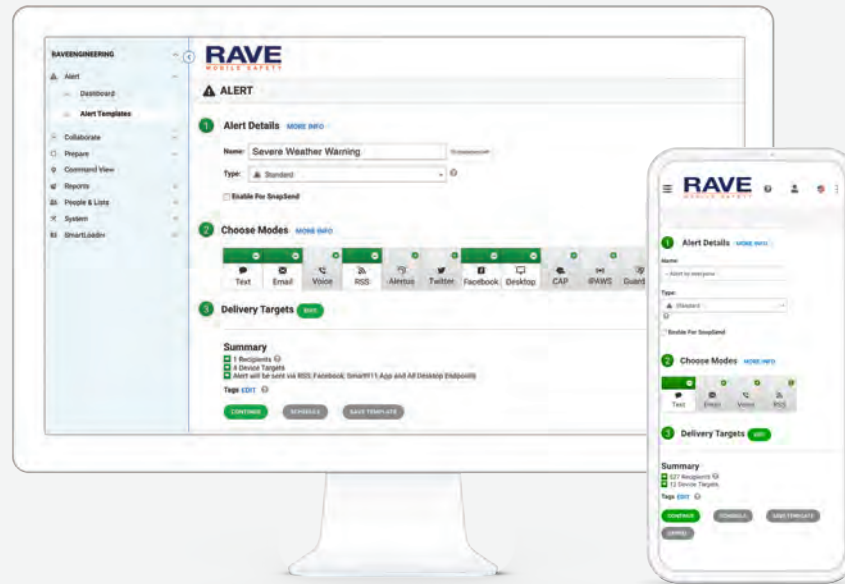
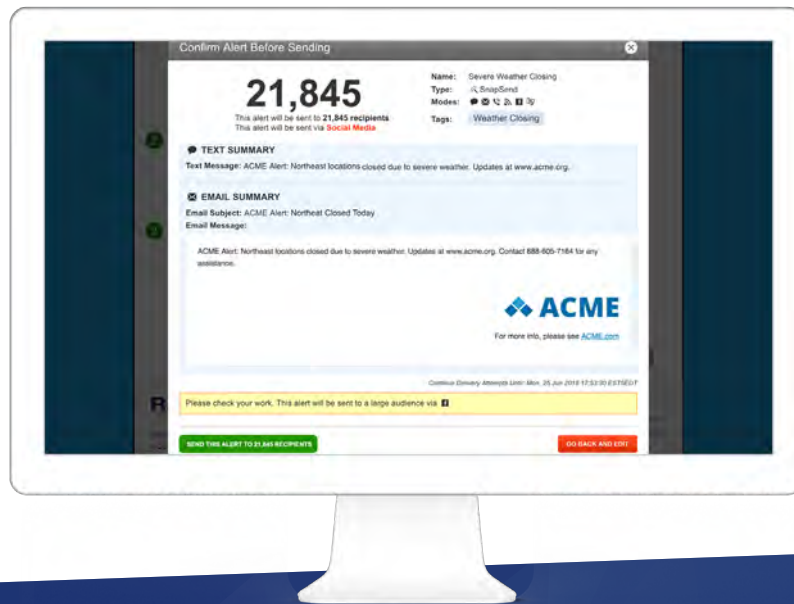
With prebuilt templates, a mobile-friendly interface and multilingual capabilities, Rave Alert is easy to use, easy to deploy and guaranteed to perform when seconds count providing:

- 1 Strong Engagement with your Population
- 2 Quick and Reliable Messaging
- 3 Enhanced Internal Response Coordination

# GUARANTEED CRITICAL MESSAGING

Thousands of federal, state and local agencies, schools, higher education institutions, hospitals and businesses all rely on Rave. With the backing of a public safety grade infrastructure, Rave Alert sends more than 1.2 billion notifications a year and over 4,000 text messages a second helping you:

- **Connect with your community, students or employees to keep them informed and engaged**
- **Provide information and resources quickly during both planned and unplanned events**
- **Increase response effectiveness through real-time updates from a single launch point**

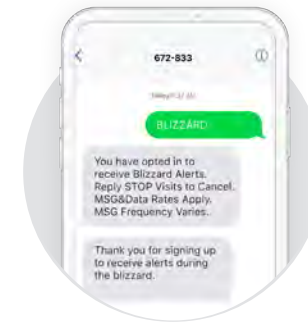


# EASY-TO-USE INTERFACE

Your system is only as reliable as the people it can reach. Rave has the tools necessary to manage your organizations' data and have your administrators up and running in less than two hours. Rave Alert is built for large-scale notifications and sends targeted messages across all channels to:

- **Expand your reach with instant notifications via text, voice, email, desktop and more**
- **Handle ongoing management of your database of record to bolster list segmentation by location, department or criteria of your choosing**
- **Allow administrators to customize their interface based on role or needs, provide administrative updates to internal users, and receive real-time reporting on alert success and delivery rates**

# ONGOING FEATURE ENHANCEMENTS



**OPT-IN KEYWORD ALERTS** to reach a wider audience and communicate with people temporarily or long term through a self-service, opt-in citizen portal



**EXPANDED USER ATTRIBUTES** to load all pertinent user data, as well as better classify and target users based on department, role or location



**DESKTOP NOTIFICATIONS** to allow for the management of sending and delivering messages all within one system



**With Rave, you are doing all you can to provide critical information to the people that need it when it matters most.** Rave Alert takes emergency notifications to the next level and can be used however you see fit – in the most critical unplanned situations or for the everyday scheduled events.

This easy-to-use, easy-to-deploy, and high-performing notification system is the only way to guarantee people will receive all of the information they need to stay safe.

## Market Leader in **Critical Communication and Collaboration**

**10,000**

CUSTOMERS WORLDWIDE

**3,500**

COMMUNITIES & AGENCIES  
ACROSS ALL 50 STATES

**10,000**

K-12 SCHOOLS

**1,600**

ENTERPRISES &  
HEALTHCARE FACILITIES

**15 YEARS**

AS PUBLIC SAFETY'S  
INNOVATIVE LEADER

**20%**

9-1-1 CALLS PROCESSED PER YEAR

**70%**

U.S. HIGHER EDUCATION POPULATION

**99%**

CUSTOMER RENEWAL RATE



“ I am a happy customer who represents the largest healthcare employer in New York State with over 70,000 employees, 20+ hospitals and more than 600 physician practices. Despite losing three months of my planned project timeline due to the COVID-19 shutdown, the Rave team did all they could to make sure we met our target deadline. They made the switch from our existing mass notification system seamless. They were attentive to our needs every step of the way.”



**MARK SWENSON**  
COORDINATOR, NORTHWELL HEALTH  
EMERGENCY MANAGEMENT

“ Rave Alert has been an amazing communication resource for our community. The ability to customize has helped us meet our county's specific needs, while ensuring that we deliver the right message to the right people at exactly the right time.”



**MIKE ARMITAGE**  
EATON COUNTY CENTRAL DISPATCH,  
MICHIGAN

**RAVE**  
MOBILE SAFETY

**Do all you can today.™**

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# Keep Your Schools Connected and Informed

**SwiftK12™ is a proven parent notification system** trusted by over 1,600 schools across the country to help communicate more effectively with nearly 3 million students and

## CONNECT FROM EVERYWHERE

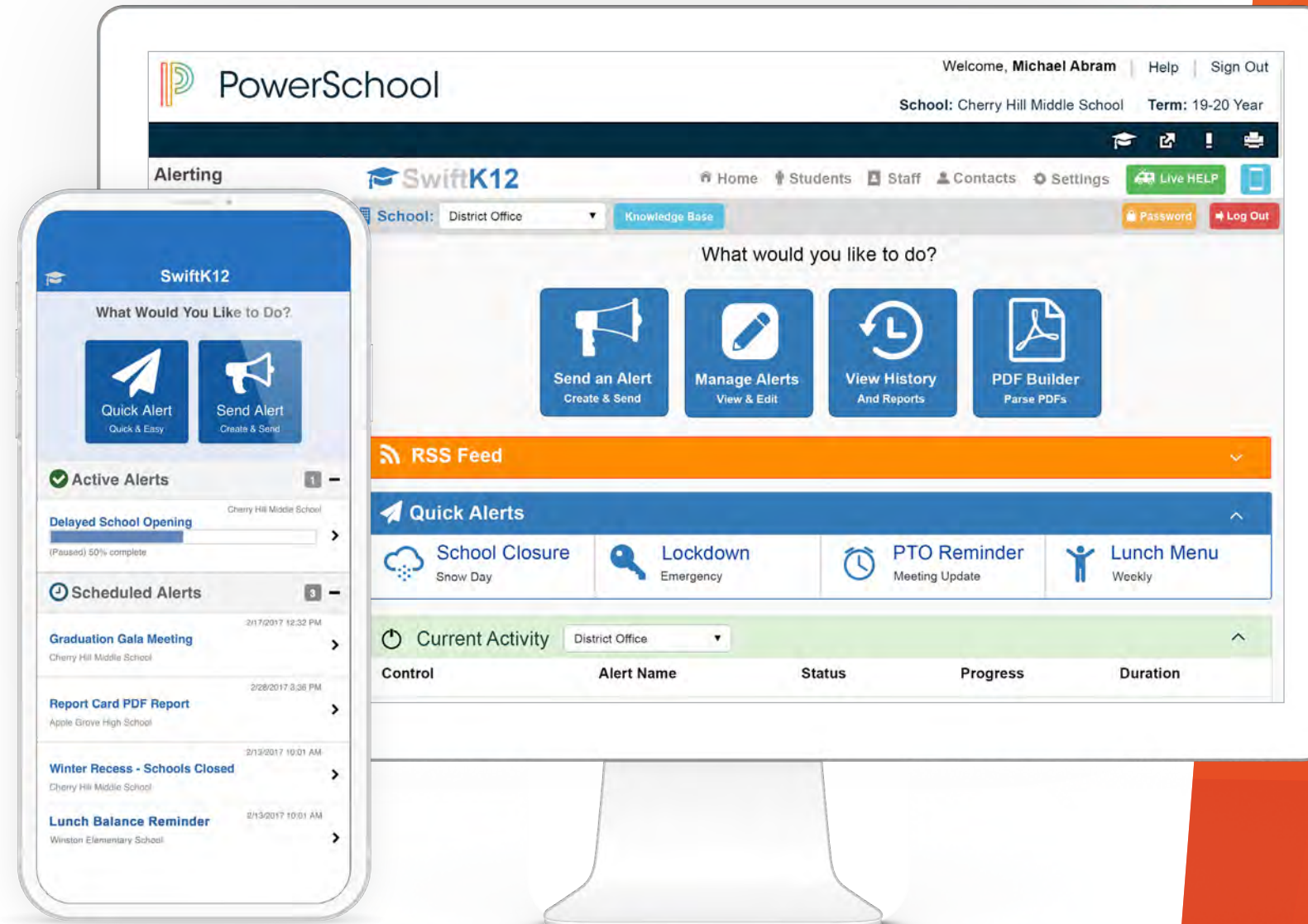
Create and launch messages to and from any mobile device via voice, text, email and social.

## INFORM PARENTS AND STUDENTS

Distribute information to your school community around school closures and delays, attendance, report cards and more.

## ESTABLISH TRUST AND RELIABILITY

Provide your students families with real-time access to the information they need within seconds.



✓ **EMERGENCY QUICK ALERTS**  
Send urgent school alerts with one click, as well as launch capabilities using saved templates to recipients by all communication channels at once.

✓ **PARENT PORTAL & CONTENT**  
Provide a call-back hotline for parents to retrieve the most recent alerts without inundating staff, review past messages, and view and edit alerting preferences and contact information all within the PowerSchool Parent Portal.

✓ **CRITICAL INTEGRATIONS**  
A seamless, true integration within the PowerSchool SIS. Easily post messages to Facebook, Twitter and RSS feeds.

✓ **MULTILINGUAL TRANSLATIONS**  
Automatically translate text-to-speech voice and text-to-text email messages into the recipients' spoken language.

✓ **SECURE DOCUMENT DELIVERY AND TEACHER MESSAGING**  
Send any student-specific PDF documents, such as report cards, via email in seconds. Empower teachers to message students and their parents directly from PowerTeacher.



# SWIFTK12 PACKAGES:

	STANDARD	PRO	PREMIUM
UNLIMITED MESSAGING	✓	✓	✓
SECURE DOCUMENT DELIVERY	—	✓	✓
RAVE EYEWITNESS	—	—	✓
POWERTEACHER INTEGRATION	—	—	✓
COMPREHENSIVE REAL-TIME REPORTING	✓	✓	✓
UNLIMITED TRAINING AND SUPPORT	✓	✓	✓
USER-FRIENDLY MOBILE APP	✓	✓	✓



“*SwiftK12 is by far the best messaging solution that’s fully integrated with PowerSchool on the market!*”



LEY SIN AMERICAN SCHOOL IN SWITZERLAND

**Anyel Martich**  
PowerSchool Administrator,  
Leysin American School, Switzerland



Ask us about the **Rave Panic Button** and how this app can protect your school.

**LEARN MORE**



**Do all you can today.™**

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# The Market Standard in School Safety & Incident Response

**Rave's critical communication and collaboration platform helps K-12 school districts with innovative tools to help prevent tragedies.**

With the addition of AppArmor custom branded safety apps, Rave now offers the most comprehensive solution for school district communication and incident response.

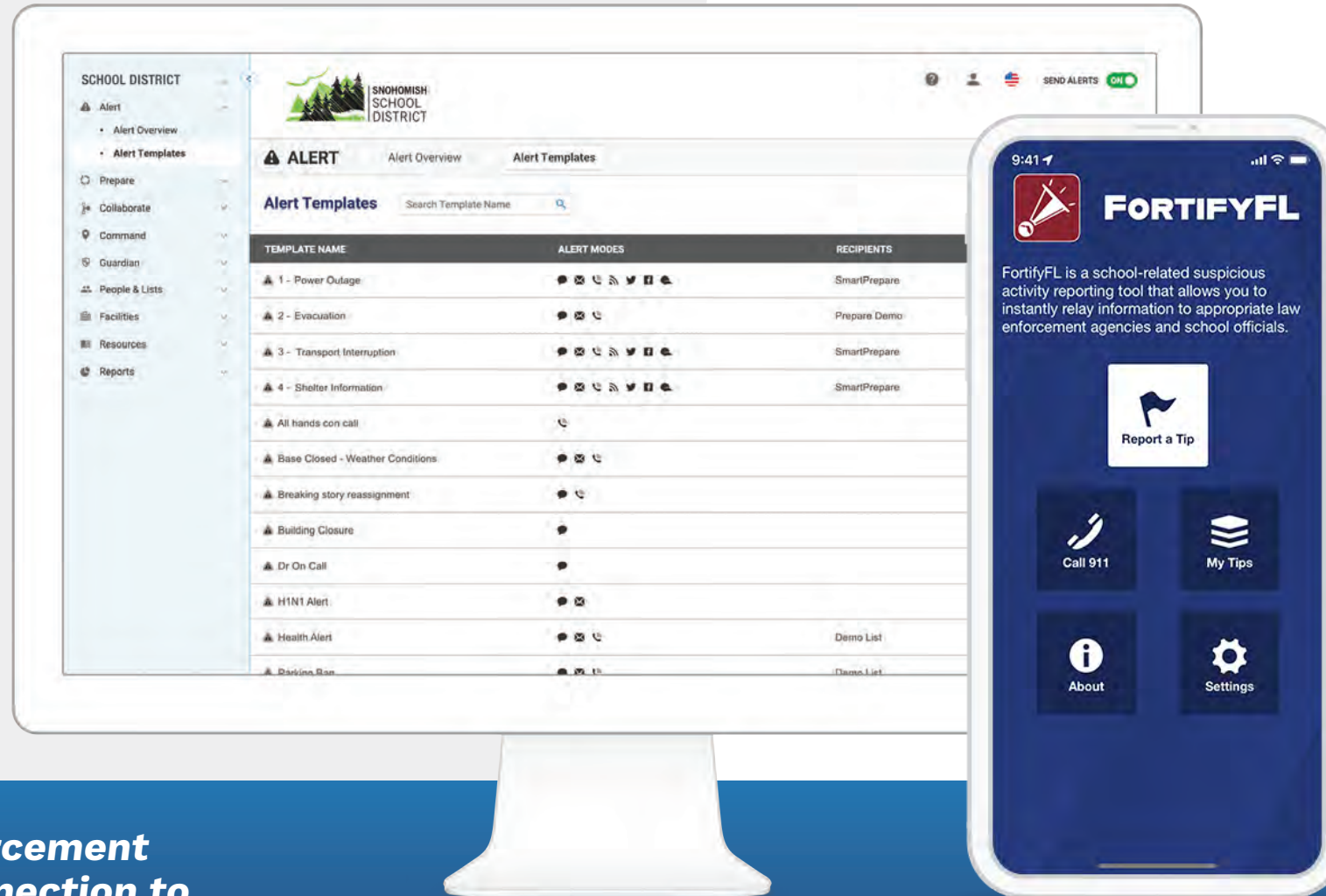
The new Rave Platform provides the ability to send mass notifications and/or targeted messages to connect and inform your school community with critical information at critical times. With prebuilt templates, a mobile friendly interface and multilingual capabilities, Rave is easy to use, easy to deploy and guaranteed to perform when seconds count.

With the addition of AppArmor's mobile safety app, your staff, students, and parents will receive an entirely customizable and branded experience, filled with proactive and reactive safety features, getting you 50 to 100 times more downloads than other vendor branded apps in the market.

## DELIVER CRITICAL COMMUNICATIONS

Rave is the leading mass notification system that enables you to quickly and reliably send messages, including on existing infrastructure, in just three clicks.

- ✔ **Unmatched Reliability:** Backed by public safety grade infrastructure, Rave Alert sends over 2 billion notifications annually and best-in-class capacity for SMS messages.
- ✔ **Easy-to-Use Interface:** Notify your district from anywhere. Send out multimodal messages simultaneously from a single launch point.
- ✔ **Scalable Communication:** Send unlimited messages in 60+ languages to reach your entire district. Set up role-based access for your administrators.
- ✔ **Automatic Updates:** Syncs automatically to your current database of record and performs ongoing proactive checks so you'll always send the right message to the right people at the right time.
- ✔ **Robust Reporting:** Administrators can view real-time updates about the success of their alerts, as well as confirm notification delivery.



## PROTECT & ENGAGE YOUR COMMUNITY

Our feature set is easily configured to meet the needs of school districts looking to ideally prevent but also be prepared to respond to a crisis.

- ✔ **Unlimited Push Notifications:** Mass notification system with delivery times of 1-5 seconds. Can be segmented into channels. Notifies even when app is not running.
- ✔ **Custom Branding:** custom branded safety app and web portal to match your community's visual identity. Can be customized for staff, students, parents, and different campuses.
- ✔ **Mobile BlueLight/Panic Button:** With a push of a button, administrators can simultaneously call 9-1-1 and send their location and important details directly to first responders. .
- ✔ **Tipping Report:** Provide your district with a mobile and website anonymous reporting platform integrated with the local police force.
- ✔ **Content Management:** Ability to dynamically add and remove content such as emergency plans, important phone numbers, policies and procedures, and other resources in real-time.

**“FortifyFL gives law enforcement officers a new, direct connection to tips and information that will help protect our children.”**



THE FLORIDA POLICE CHIEF'S ASSOCIATION  
(FPCA)

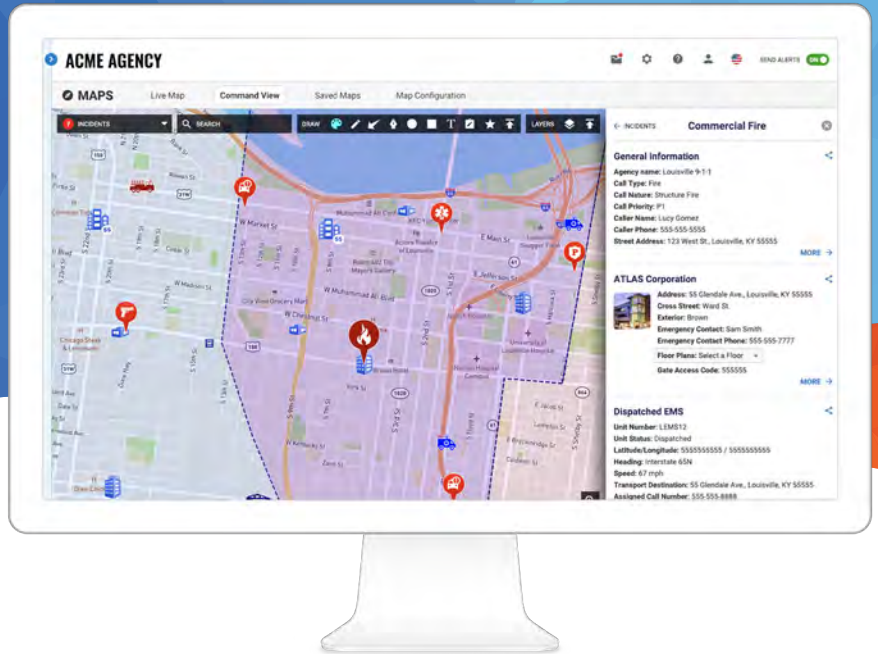
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# RAVE AWARE™



## CHALLENGE

Increasingly agencies recognize the need to seamlessly share situational intelligence across agency boundaries to speed response, reduce crime and improve responder safety but are hampered by existing technology solutions.

- Sharing relevant CAD-incident data across jurisdictions or even within a region between agencies is difficult. Data definitions vary across CAD systems with no commonly adopted format and Point-to-Point CAD integrations are costly and fragile, breaking when any agency upgrades or modifies a component.
- CAD call-outs or rules based notifications support very limited use cases and are not public safety grade in reliability, resulting in either notification fatigue or unreliable service forcing dependence on other communication modes.
- Existing solutions for CAD interoperability are expensive. Many solution vendors have a vested interest in expanding the use of their systems instead of actually enabling true data sharing and interoperability either between other CAD systems or third party tools.

## SOLUTION

Rave Aware is a secure cloud-based data aggregation platform that allows agencies to publish real-time CAD incident data in their preferred format for rules-based processing, notifications and permission based cross-agency sharing. This hub-and-spoke model simplifies integration and lowers total cost of ownership by requiring fewer point-to-point connections.

- Increased situational awareness across jurisdictions
- Improved officer safety
- Reduced time transferring calls or incident data between agencies

FEATURE	BENEFIT
Secure public-safety grade, CJIS-compliant, multi-tenant cloud aggregation hub	<ul style="list-style-type: none"> <li>• No dependence on single agency to host and manage data (including public records requests)</li> <li>• Best in class up-time and availability</li> <li>• Lower total cost of ownership with each agency managing a single secure data connection</li> <li>• Solution does not break when a single node/agency breaks their integration</li> </ul>
Support for XML, JSON or stored procedure integration methods for CAD incidents	<ul style="list-style-type: none"> <li>• Easy deployment and integration</li> <li>• Support for most all CAD systems</li> </ul>
AVL Support	<ul style="list-style-type: none"> <li>• Out of the box support for 20+ systems publishing AVL data and simple path to custom support for others</li> </ul>
Normalization and mapping of localized definitions into common standards-based format (EIDO)	<ul style="list-style-type: none"> <li>• Each agency sees incident data in their own format and terms</li> <li>• Cross agency reporting standardization</li> <li>• Standards-based APIs available for use by other third party systems</li> </ul>
Secure user management and permissioning model with agency control over data viewing rights, based on incident type	<ul style="list-style-type: none"> <li>• Only share incidents you are comfortable sharing</li> <li>• No need to manage individual permissions</li> </ul>
Web-based incident mapping	<ul style="list-style-type: none"> <li>• Improved cross jurisdictional and agency situational awareness</li> <li>• Permission based viewing of incidents across authorized agencies</li> </ul>
Real-time CAD incident data search	<ul style="list-style-type: none"> <li>• Improve responder safety with real-time visibility into regional incidents (e.g. vehicles of interest)</li> <li>• Speed investigative research process</li> </ul>
Powerful rules-based notifications	<ul style="list-style-type: none"> <li>• SMS, voice, email or app-based call-out notifications based on rules leveraging any elements in CAD incident data</li> <li>• Best in class speed of deliverability and reliability</li> <li>• 2-way notifications and responses</li> <li>• Escalation rules</li> </ul>
Support for expanded / alternate dispatch workflows	<ul style="list-style-type: none"> <li>• Seamless integration of supervisor tasks lists to ensure compliance</li> <li>• Easily define automated people or system notifications based on situational parameters</li> </ul>

## OUR MISSION

Rave Mobile Safety provides the leading critical communication and collaboration platform trusted to help save lives.

Rave connects millions to those trusted to protect them, by providing innovative solutions to prepare better, respond faster and communicate more effectively during emergencies.



**Do all you can today.™**

# Exhibits

1. Supplemental Terms and Conditions
2. Bank Reference Letter
3. Dunn and Bradstreet Report
4. Certificate of Insurance
5. Rave W-9
6. Resumes

## Supplemental Response for Contract-Related Provisions

### REGION 10 ESC REQUEST FOR PROPOSAL #R10-1147 FOR: SILENT PANIC ALERT TECHNOLOGY

Exceptions to VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS:

#### 1.4 Customer support:

*Rave respectfully requests that its Support and Service Level Policy (SLP), attached hereto, supersede and govern this provision.*

#### 4.2 Form of contract:

*Detailed legal reviews and comments for RFPs involve some cost. Because those costs must eventually be covered by our pricing, our general policy is not to incur them at the initial RFP stage, and instead to wait until it is evident to both sides that we are likely to win the business. Rave respectfully requests to negotiate a mutually acceptable agreement, and that agreement, upon signature of both Parties will become the binding Contract. We take very reasonable positions in negotiating the terms and conditions of contracts, and we start by including our Master License and Services Agreement in our response which includes customary licensing language for Software-as-a-Service (SaaS) solution. Consequently, until both sides have agreed on and signed a final written contract, we cannot agree to accept all contract provisions.*

#### 4.4 Assignment of contract:

*Rave requests that Section 9.5 Assignment be incorporated into the final contract.*

#### 4.6 Order of precedence:

*Rave respectfully requests to negotiate a mutually acceptable agreement, and that agreement, upon signature of both parties will become the binding contract.*

#### 5.1 Cancellation for non-performance or contractor deficiency:

*Rave respectfully requests thirty (30) days to cure any breach or default. Rave's system is a web hosted, managed and maintained software as a service, and upon termination of the contract, Rave will retain all ownership rights in the software.*

#### 5.2 Termination for cause:

*Rave respectfully requests thirty (30) days to cure any breach or default. Rave's system is a web hosted, managed and maintained software as a service, and upon termination of the contract, Rave will retain all ownership rights in the software.*

#### 5.5 Standard Cancellation:

*Upon execution of an agreement, Rave must ensure that the appropriate infrastructure is in place required to support the participating agency for the duration of the agreement and thus invests in the infrastructure that way. Rave respectfully requests to modify this provision to require that the participating agency pay all fees due through the end of the contracted term if the Agreement is terminated for convenience.*

## 7. ARTICLE 7 – DELIVERY PROVISIONS

*Rave's system is a web hosted, managed and maintained software as a service. Therefore, this section does not apply.*

### 8.1 Payments

*Rave requires annual payments in advance.*

### 9.3 Additional Charges:

*Rave's system is a web hosted, managed and maintained software as a service. Therefore, this section does not apply.*

### 11.6 Warranty conditions:

*Vendor will offer a 90-day limited warranty regarding the conformance of the Deliverables with the specifications and the remedy of prompt replace or repair. Rave proposes to harmonize Section 6.1 Limited Warranty of Rave's MLSA with this provision.*

## 12. ARTICLE 12 – SITE REQUIREMENTS

*Rave's system is a web hosted, managed and maintained software as a service. Therefore, this section does not apply.*

### 13.3 Indemnity

*Consistent with the customary scope of a software licensor's liability and indemnification obligations, Rave proposes that its liability obligations be governed by Section 6 LIMITED WARRANTY AND LIMITATIONS of Rave's MLSA and that its indemnification obligations be governed by Section 8 INDEMNIFICATION of Rave's MLSA. Any carve outs to the Limitation of Liability will need to be limited to Rave's indemnification obligations with respect to any Claims covered under Section 8 INDEMNIFICATION of Rave's MLSA or any liability directly arising out of Rave's gross negligence or willful misconduct in the performance of the contract.*

### 13.6 Insurance:

*A copy of Rave's proof of coverage is provided within this RFP response. These represent the industry standard for the services provided under the scope of this RFP. Rave will list the participating entity as additionally insured on the general liability coverages. Rave will notify the participating entity a minimum of 10 days prior to any material changes or cancellation of its insurance policies.*

Please see the Rave's standard Customer Acceptance Form and MLSA that must be incorporated into all resulting contracts. Where conflict occurs between Vendor Contract and General Terms And Conditions and Rave's MLSA, Rave's MLSA will supersede and govern except as provided herein above.





# Customer Acceptance Form

**Order #:**  
**Date:**  
**Expires On:**

492 Old Connecticut Path  
 Framingham, Massachusetts 01701  
 Phone: (508) 532-8953  
 Email:

**Ship To**  
 Customer Name ("Customer")  
 Contact Name  
 Ship To Address  
 City, State Zip Code  
 Country  
 Contact Phone Number  
 Contact Email

**Bill To**  
 Bill To Name  
 Bill To Address  
 City, State Zip Code  
 Country

SALESPERSON	EMAIL	PAYMENT METHOD

<b>INITIAL LICENSE TERM:</b>	
------------------------------	--

Annual License Fees

Product Description	Unit	Qty	Annual License Fee
<b>Annual License Fees TOTAL:</b>			

Professional Services Fees

One-Time Service Description	One-Time Fee
<b>Professional Services Fees TOTAL:</b>	

**TOTAL FEES:**

	# of Months	Cost Per Year	Total Contract
<b>Annual Fees:</b>			
<b>One-Time Fees (Set Up &amp; Integration):</b>			
<b>Total Fees:</b>			
<b>Fees Payable Net 30:</b>			

## DESIGNATED INSTITUTIONS

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## ACCEPTANCE

Please sign and date this Customer Acceptance Form to indicate your acceptance of this proposal as an authorized representative of Customer. Payment will be due 30 days from the date Customer signs this Customer Acceptance Form. If Customer's internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Customer will timely issue such purchase order to Rave. This Customer Acceptance Form is governed by the Master License and Service Agreement attached hereto and, by its signature hereto, Customer accepts that Agreement. Any requested changes to the terms by Customer will impact the price proposal above. The effective date of this Customer Acceptance Form will be the date of last execution as set forth in the signature block below ("Effective Date").

**Rave Wireless, Inc.**  
**Signature:**

---

**Date:**

---

**Name (Print):**

---

**Title:**

---

**Customer Name**  
**Signature:**

---

**Date:**

---

**Name (Print):**

---

**Title:**

---

**Billing Contact Information**  
**First Name:**

---

**Last Name:**

---

**Email:**

---

**Phone:**

---

THANK YOU FOR YOUR BUSINESS!

**RAVE WIRELESS, INC. AND SWIFTRREACH NETWORKS, LLC  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Rave customer acceptance forms ["Customer Acceptance Forms"]) entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided to the customer referenced on the accompanying Customer Acceptance Form ("Customer") by Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC, depending on which entity executed the Customer Acceptance Form (in either case, such entity is referred to herein as "Rave"). Each of Rave and Customer shall also be referred to individually as a "Party" and collectively as the "Parties".

## **1. SERVICES AND PRODUCTS**

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

**1.2 Products License.** Subject to the terms and conditions of this Agreement, Rave hereby grants to Customer a limited, non-exclusive, non-transferable (except pursuant to Section 9.5 below), 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 Customer's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Customer'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 Customer if and when generally released to its other licensees at no additional cost (but not including any software marketed by Rave as a separate product or as a module for which additional fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Customer acknowledges that Rave and its licensors own all intellectual property rights in the Products (and all derivative works thereof), and Rave expressly reserves all rights not expressly granted to Customer hereunder.

**1.3 Product Restrictions.** Except to the extent otherwise expressly authorized by Rave under this Agreement, Customer shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute any of the Products. Customer will not use any Product for any purpose beyond the scope of the licenses granted in Section 1.2 above. Without limiting the foregoing, Customer will not (i) authorize or permit use of the Products by or for persons other than Administrators; 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. Customer shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by Customer and shall not remove, alter or obscure any such proprietary notice or legend.

## **2. TERM AND TERMINATION**

**2.1 License Term and Agreement Term.** The initial term of each license to a Product under this Agreement shall be set forth in the applicable Customer Acceptance Form ("Initial License Term"). Except as otherwise specified in such Customer Acceptance Form, each license will be automatically renewed on the same terms and conditions herein for successive one-year terms (each, a "Renewal License Term"), at Rave's then-current pricing, unless either Party provides written notice to the other Party of its intent not to renew such license at least ninety (90) days prior to the expiration date of the then-current License Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product is in effect. The term of this Agreement shall commence on the Effective Date of the initial Customer Acceptance Form entered into by the Parties and, subject to any earlier termination of this Agreement by a Party pursuant to Section 2.2 below, shall automatically expire on such date that it is not renewed ("Agreement Term").

**2.2 Termination for Breach/Bankruptcy.** Either Party may terminate this Agreement (or the license to any Product(s) hereunder) upon written notice

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

**2.3 Effect of Termination.** Upon termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Customer, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder.

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

## **3. PROFESSIONAL SERVICES**

Any Professional Services to be provided by Rave to Customer shall be provided in accordance with the specific terms and conditions of the relevant Customer Acceptance Form covering such Professional Services.

## **4. FEES AND PAYMENTS**

The license fees payable by Customer for each Product and the fees payable for any related Professional Services are set forth in the applicable Customer Acceptance Form covering such Product(s) and/or Professional Services, as the case may be (collectively, "Fees"). The Fees are based on the then-current pricing of Rave's telecommunication carriers, which may change from time to time. Rave reserves the right to increase the Fees at any time if its carriers significantly increase their pricing. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on Rave's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of (or failure to pay) any Fees. Customer must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period. Rave reserves the right to charge, and Customer agrees to pay, a late charge equal to the lesser of one and one-half percent (1½%) or the highest rate permitted by law, per month, on any amount not paid by its due date that is not the subject of a reasonable, good faith dispute.

## **5. CUSTOMER OBLIGATIONS**

**5.1 Customer Operation of Products.** Customer acknowledges and agrees (i) that Customer 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 arising from Customer's or any Administrators' failure to operate the Products in accordance with the Documentation.

**5.2 Customer Compliance.** Customer only shall use the Services in compliance with all applicable laws, regulations, ordinances, rules or other requirements promulgated by governing authorities or imposed by Third

Party Service Providers having jurisdiction over the Parties or are involved with the operation or use of the Services. Customer agrees to cooperate fully with Rave to ensure that Rave and Customer comply with such requirements, as they may be modified from time to time. Customer shall send messages only to individuals who have opted-in to receive messages from Customer and have not opted out. Customer shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory threatening, obscene, or otherwise objectionable, including material that is false or misleading or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; or (iii) 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 Customer make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Customer shall be responsible for the compliance by all Designated Institutions and their respective Administrators, and End Users with all of the terms and conditions of this Agreement.

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

## **6. LIMITED WARRANTY AND LIMITATIONS**

**6.1 Limited Warranty.** THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Services or Products will meet Customer'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, Customer 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. Customer acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

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

## **7. CONFIDENTIALITY**

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

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

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

## **8. INDEMNIFICATION**

**8.1** Except as otherwise provided below, Rave shall defend or, at its option, settle any claim, suit, or other action brought by a third party against Customer directly and to the extent arising out of an allegation by such third party that any use of or access to a Product by Customer as expressly authorized under this Agreement infringes any U.S. patent issued to such third party (each, a "Claim"), and Rave shall indemnify and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all appeals have been exhausted or at the time of a final settlement of such Claim by Rave (collectively, "Losses"), provided that Customer gives Rave

(i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii) such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Upon the occurrence of any Claim for which indemnity by Rave is or may be due under this Section 8, or in the event that Rave believes that such a Claim is likely, Rave may, at its option (I) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement (or the license to such Product hereunder) on written notice to Customer and provide a prorated refund to Customer for any unused license fees under the then-current License Term. Rave shall not be liable for any costs or expenses incurred by or on behalf of Customer in connection with any Claim for which indemnity by Rave is or may be due under this Section 8 without the prior written consent of an authorized officer of Rave. Rave's indemnity obligations set forth in this Section 8 shall constitute Rave's entire liability and Customer's sole remedy for any actual or alleged intellectual property infringement claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, Rave shall have no obligation or liability for any intellectual property infringement claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by Rave or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by Rave or any party expressly authorized by Rave in writing; (c) use of the Product except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave in writing; (d) failure of Customer to implement any updates and upgrades provided by Rave that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to Rave by Customer or any of its Affiliates.

**8.2** To the extent permitted by applicable law, in connection with any intellectual property infringement claim against Rave and/or any Rave Representative by a third party arising out of any actions or omissions by Customer covered by Section 8.1(a)-(e), Customer shall defend, indemnify, and hold Rave and each Rave Representative harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities to the extent arising out of any such claim against Rave and/or such Rave Representative by a third party (including without limitation any End User or governmental agency), provided that Rave gives Customer (i) prompt written notice of such claim; (ii) sole authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement; provided that Rave shall have the option to participate in any such matter with counsel of its choice at its expense. Customer shall not be liable for any costs or expenses incurred by or on behalf of Rave in connection with any intellectual property infringement claim for which indemnity by Customer is or may be due under this Section 8 without the prior written consent of any authorized officer of Customer.

## **9. MISCELLANEOUS**

**9.1 Applicable Law/Dispute Resolution.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the Commonwealth of Massachusetts without giving effect to its rules regarding conflicts of laws. Regarding any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, each Party irrevocably submits to the jurisdiction of the Federal courts located within the Commonwealth of Massachusetts in connection with any and all causes of action between the Parties arising from or in relation to this Agreement. Except as provided in the preceding sentence, the Parties agree that any disputes regarding this Agreement that cannot be resolved through negotiations between the designated representatives from each Party within thirty (30) days of the date the dispute arose shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") at its Boston, Massachusetts location. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the AAA. Any such arbitration will be conducted by a single arbitrator, and the arbitrator will issue his/her award in writing with findings. The decision of the AAA shall be binding as between the Parties, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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

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

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

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

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

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

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

**9.7 Amendment/Waiver.** No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of both Parties, provided that Rave may modify it, upon written notice to Customer, in order to comply with legal, regulatory or telecommunications carriers' requirements. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

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

**9.9 Export Controls.** Customer will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws

of the United States or any other country unless the appropriate export license or approval has first been obtained.

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

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

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

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

**9.14 Signatures.** This Agreement will be deemed to be executed upon the execution by the Parties of any Customer Acceptance Form incorporating this Agreement by reference therein.

**9.15 Entire Agreement.** This Agreement, together with the SLP and all Customer Acceptance Forms entered into by the Parties, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any terms other than as expressly provided for in this Agreement. In the event a conflict arises between this Agreement and the provisions of any other document comprising part of this Agreement, this Agreement will govern unless the other document expressly provides otherwise.

## **10. DEFINITIONS**

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

**10.2 "Affiliate"** means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

**10.3 "Customer"** means the customer specifically identified on the Customer Acceptance Form(s).

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

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

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

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

**10.8 "End Users"** means individuals associated with Customer 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 Term, Customer shall be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's

applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

**10.9 "Privacy Policy"** means Rave's Privacy Policy located at [www.ravemobilesafety.com/privacy-policy](http://www.ravemobilesafety.com/privacy-policy), as such Privacy Policy may be amended by Rave, in its sole discretion, from time to time.

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

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

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

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

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

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**APPENDIX 1**  
**(TO RAVE WIRELESS, INC. & SWIFTREACH NETWORKS, LLC MASTER LICENSE AND SERVICES AGREEMENT)**

**SUPPORT AND SERVICE LEVEL POLICY (“SLP”)**

**Purpose**

This SLP sets forth Rave’s undertakings with respect to providing customer support to the Customer and the service levels associated with the Services provided to Customer 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 Customer or by Third Party Service Providers. For unplanned downtime (an “Event”), Rave will assign a trouble severity code based on Rave’s assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	“ <b>Sev 1 Error</b> ” means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	“ <b>Sev 2 Error</b> ” 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 Customer	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	2 hour
Sev 3	“ <b>Sev 3 Error</b> ” means an Event that: (a) has minimal current impact on the Customer, 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 Customer experiences an Event, Customer may contact Rave’s customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at [techsupport@ravewireless.com](mailto:techsupport@ravewireless.com).

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

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

Customer Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 <sup>st</sup> Point of Contact				
1 <sup>st</sup> Escalation				
2 <sup>nd</sup> Escalation				

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

**4. Change Control Management/Update Management.**

- A. Product Modifications by Rave: Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- B. Implementation of Updates/Maintenance: Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Customer by Rave.
- C. Service Interruptions and Advanced Notification Requirements: Rave will provide Customer 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 Customer. "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 Customer'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, Customer 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, Customer must send an email to Rave at [finance@ravemobilesafety.com](mailto:finance@ravemobilesafety.com) within ten (10) days of the end of the calendar month in which the failure occurred. Customer must include the Customer Name, Contact Name and email address, and dates and times of unavailability. If Rave confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

*[Remainder of Page Intentionally Left Blank.]*





March 8, 2022

Re: Bank reference for Rave Wireless, Inc

To Whom It May Concern:

**Rave Wireless, Inc established** its corporate bank account with Silicon Valley Bank on **11/10/2010**. This letter serves to confirm their USD account below is in good standing.

**Account Name: Rave Wireless, Inc.**

**Account Number: 3300755054**

**Routing Number: 121140399**

**Primary Address: 492 Old Connecticut Path 2<sup>Nd</sup> Floor, Framingham MA 01701**

The information in this letter is provided as an accommodation to your inquiry. This letter and any information provide in connection herewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection herewith shall attach to Silicon Valley Bank or any of its affiliates or its or their respective officers, employees or agents, that this letter makes no representations regarding the general condition of the Company, its management or its future ability to meet its obligations, and that any information provided is subject to change without notice.

Sincerely,

A handwritten signature in black ink that reads 'Jennifer Morton'.

**Jennifer Morton**

Vice President  
Technology Banking

53 State Street, 28th Floor, Boston, MA 02109  
T 617.780.9946  
jmorton@svb.com



# Business Information Report Snapshot

RAVE WIRELESS, INC.

D-U-N-S: 78-438-0144

ADDRESS: 492 Old Connecticut Path Ste 2, Framingham, MA, 01701, United States

Date: 06/22/2021

## RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 131,000	61 LOW-MODERATE RISK	70 MODERATE RISK	38 MODERATE RISK	6 MODERATE RISK

**MAXIMUM CREDIT RECOMMENDATION**

Overall Business Risk

Maximum Credit Recommendation

LOW LOW-MODERATE MODERATE MODERATE-HIGH HIGH

**US\$ 131,000**

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: SOME STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: MODERATELY HIGHER THAN AVERAGE RISK OF DISCONTINUED OPERATIONS OR BUSINESS INACTIVITY
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

**PAYDEX® SUMMARY**

**3 Months**

60

Low Risk (100) High Risk (1)

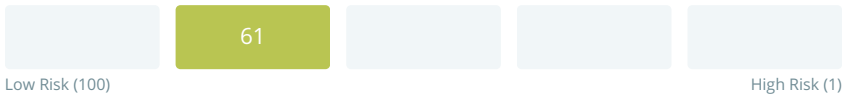
When weighted by dollar amount, payments to suppliers average 22 days beyond terms. Value is based on payments collected over the last **3 months**.

**24 Months**

61

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 22 days beyond terms. Value is based on payments collected over the last **24 months**.



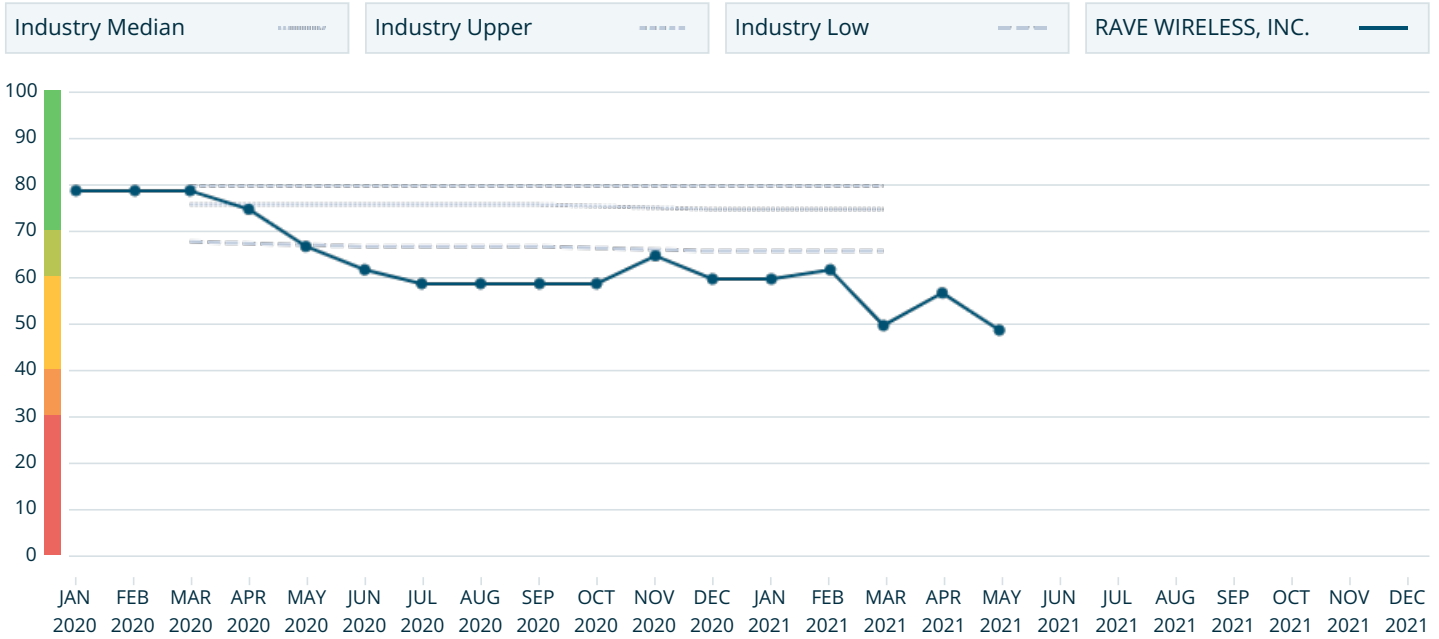
Based on a D&B PAYDEX® of 61

Risk of Slow Pay  
**LOW-MODERATE**

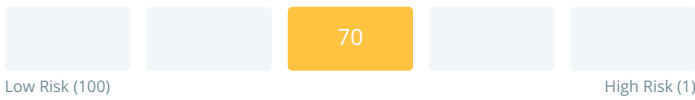
Payment Behavior  
22 Days Beyond Terms

Business and Industry Trends

7371 - Custom computer programming



DELINQUENCY PREDICTOR SCORE



Based on a D&B Delinquency Predictor Percentile of 70

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Evidence of open liens
- Proportion of slow payments in recent months

Level of Risk  
**MODERATE**

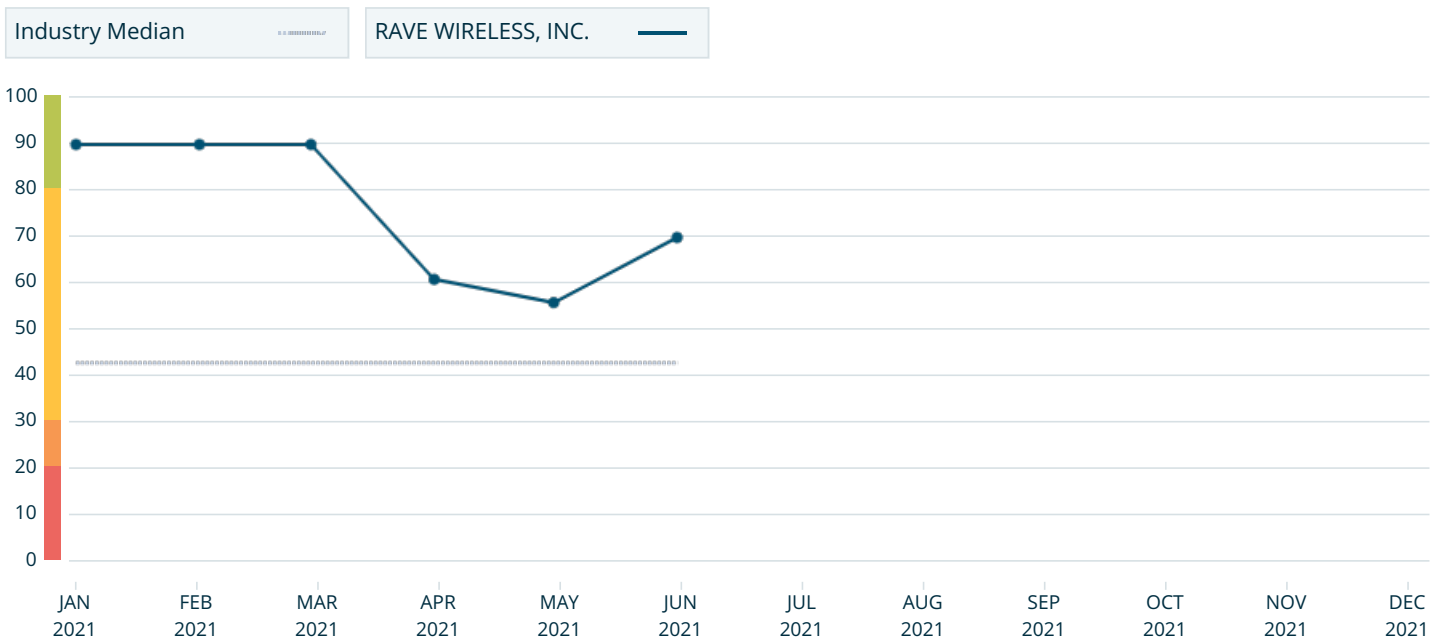
Raw Score  
529

Probability of Delinquency  
3.67%

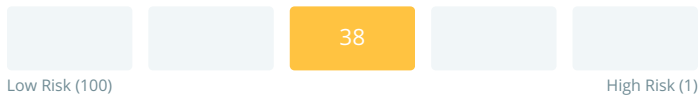
Compared to Businesses in D&B  
10.2%

Business and Industry Trends

7371 - Custom computer programming



## FINANCIAL STRESS SCORE



Based on a D&B Financial Stress Percentile of **38**

- Composite credit appraisal is rated fair
- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of past due balances to total amount owing
- Unstable Paydex over last 12 months

Level of Risk  
**MODERATE**

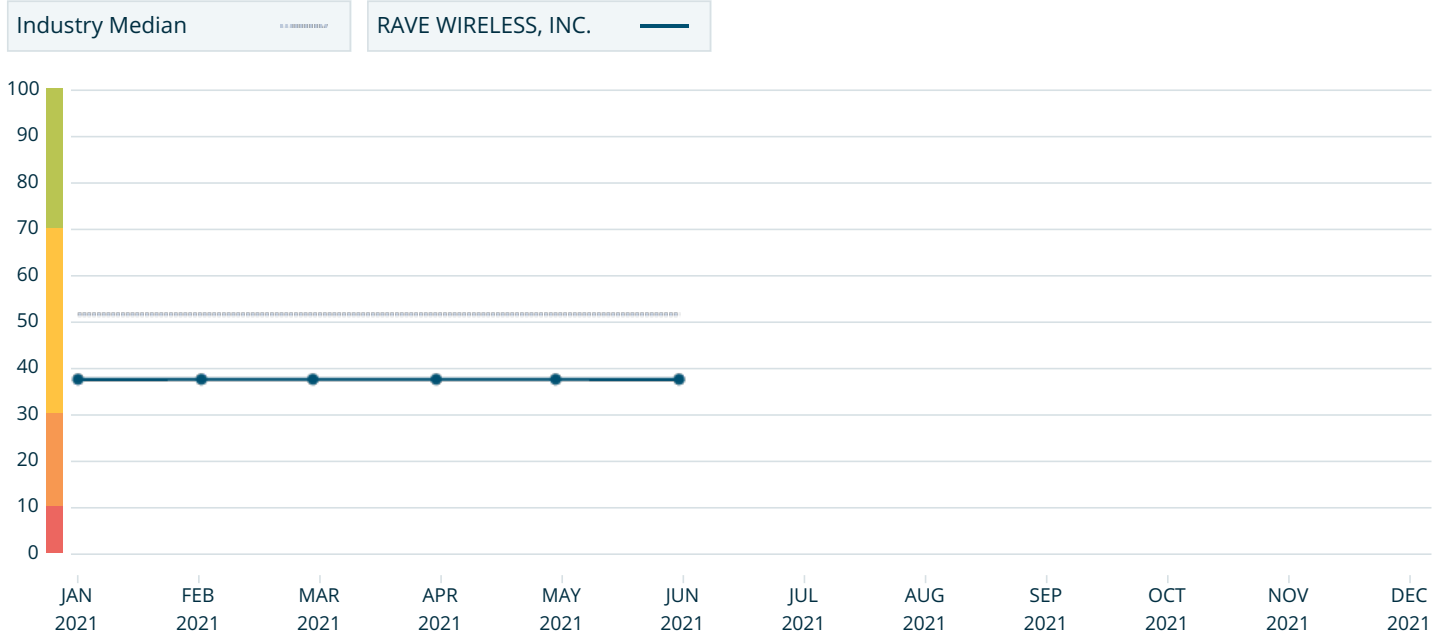
Raw Score  
**1459**

Probability of Failure  
**0.33%**

Compared to Businesses in D&B  
**0.48%**

### Business and Industry Trends

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## SUPPLIER EVALUATION RISK RATING



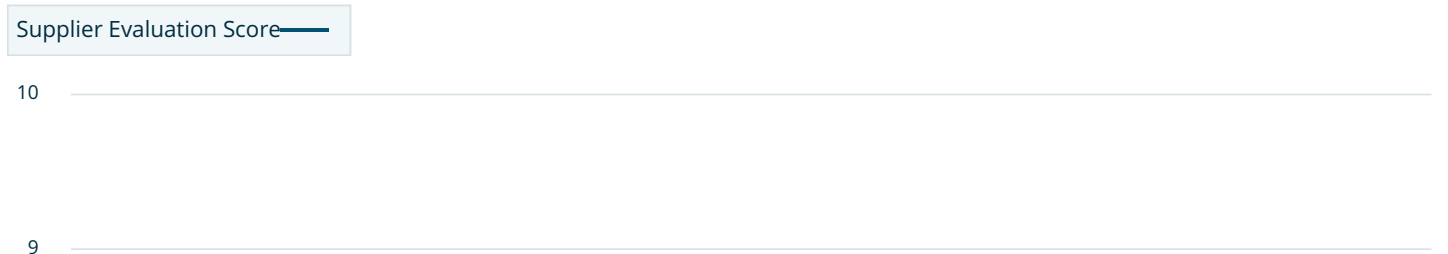
Based on a Supplier Evaluation Risk Rating of **6**

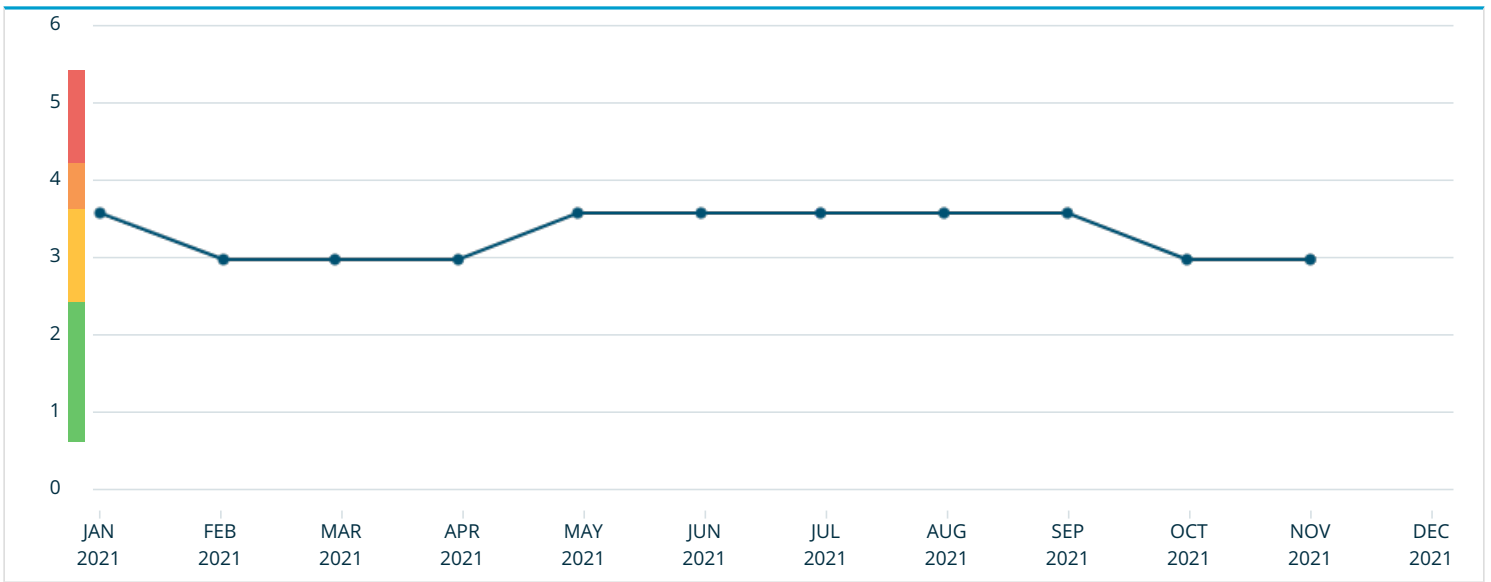
### Factors Affecting Your Score

- Proportion of past due balances to total amount owing
- Proportion of slow payment experiences to total number of payment experiences reported
- Evidence of open liens
- Recent payment experiences suggest delays in meeting payment terms
- Unstable Paydex over last 12 months

### Business and Industry Trends

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**D&B RATING**

Current Rating as of 10-28-2016

Employee Size	Risk Indicator
<b>1R:</b> 10 employees and over	<b>3:</b> Moderate Risk

Previous Rating

Employee Size	Risk Indicator
<b>1R:</b> 10 employees and over	<b>2:</b> Low Risk

## TRADE PAYMENTS

TRADE PAYMENTS SUMMARY		Based on 24 months of data
<p>Overall Payment Behavior</p> <p><b>22</b></p> <p>Days Beyond Terms</p> <p>Highest Now Owing: US\$ 10,000</p>	<p>% of Trade Within Terms</p> <p><b>67%</b></p> <p>Total Trade Experiences: 33</p> <p>Largest High Credit: US\$ 50,000</p> <p>Average High Credit: US\$ 5,630</p>	<p>Highest Past Due</p> <p><b>US\$ 10,000</b></p> <p>Total Unfavorable Comments : 0</p> <p>Largest High Credit: US\$ 0</p> <p>Total Placed in Collections: 0</p> <p>Largest High Credit: US\$ 0</p>

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	\$0
50,000 - 100,000	50%	1	\$50,000
15,000 - 49,999	50%	1	\$30,000
5,000 - 14,999	0%	1	\$5,000
1,000 - 4,999	76%	8	\$12,500
UNDER 1,000	48%	7	\$3,850

TRADE PAYMENTS BY INDUSTRY			
<a href="#">Collapse All</a>   <a href="#">Expand All</a>			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
↕99 - Nonclassifiable Establishments	4	2,500	
9999 - Nonclassified	4	2,500	93
↕61 - Nondepository Credit Institutions	3	30,000	
6159 - Misc Business Credit	3	30,000	52
↕48 - Communications	4	2,500	
4812 - Radiotelephone Commun	2	2,500	29

4813 - Telephone Communictns	1	1,000	100
4899 - Misc Communictns Svcs	1	250	0
▼50 - Wholesale Trade - Durable Goods	1	50,000	
5045 - Whol Computers/softwr	1	50,000	50
▼73 - Business Services	1	5,000	
7361 - Employment Agency	1	5,000	0
▼82 - Educational Services	1	1,000	
8243 - Data Process School	1	1,000	100
▼59 - Miscellaneous Retail	1	750	
5999 - Ret Misc Merchandise	1	750	0
▼42 - Motor Freight Transportation And Warehousing	1	750	
4213 - Trucking Non-local	1	750	0
▼51 - Wholesale Trade - Nondurable Goods	1	500	
5113 - Whol Service Paper	1	500	50
▼45 - Transportation By Air	1	100	
4513 - Air Courier Service	1	100	100

#### TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/2021	Prompt	N30	1,000	1,000	0	1 Month
05/2021	Prompt	-	1,000	250	0	1 Month
05/2021	Prompt	-	1,000	1,000	0	1 Month
05/2021	Prompt	Lease Agreemnt	750	250	0	1 Month
05/2021	Prompt	Lease Agreemnt	750	500	0	1 Month
05/2021	Prompt to Slow	N30	50,000	10,000	10,000	1 Month
05/2021	Prompt to Slow	-	30,000	0	0	Between 4 and 5 Months
05/2021	Slow	-	2,500	1,000	1,000	Between 2 and 3 Months
05/2021	Slow	-	250	50	0	1 Month
05/2021	-	Cash Account	100	0	0	Between 6 and 12 Months

04/2021	-	Cash Account	100	-	-	1 Month
04/2021	-	Cash Account	50	-	-	1 Month
04/2021	-	Cash Account	50	-	-	1 Month
04/2021	-	Cash Account	50	-	-	1 Month
03/2021	Slow	-	5,000	5,000	5,000	-
03/2021	-	Cash Account	50	-	-	1 Month
03/2021	-	Cash Account	50	-	-	1 Month
02/2021	Prompt	-	100	100	0	1 Month
02/2021	Prompt to Slow	-	500	0	0	Between 6 and 12 Months
11/2020	Slow	-	750	0	0	Between 6 and 12 Months
10/2020	-	-	50	-	-	1 Month
09/2020	-	Cash Account	100	-	-	Between 6 and 12 Months
09/2020	-	Cash Account	50	-	-	1 Month
07/2020	Prompt	-	2,500	0	0	Between 6 and 12 Months
07/2020	Prompt to Slow	-	1,000	0	0	Between 6 and 12 Months
07/2020	-	Cash Account	50	-	-	Between 4 and 5 Months
05/2020	Prompt	-	1,000	0	0	Between 6 and 12 Months
05/2020	Slow	-	750	0	0	Between 6 and 12 Months
04/2020	-	Cash Account	100	-	-	1 Month
12/2019	-	Cash Account	50	-	-	Between 6 and 12 Months
06/2019	Prompt	-	2,500	0	0	Between 6 and 12 Months
05/2019	-	Cash Account	500	-	-	1 Month
05/2019	-	Cash Account	50	-	-	Between 2 and 3 Months



## EVENTS

### LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	2	TOTAL	6
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	04/02/2021	LAST FILING DATE	05/07/2019

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

### EVENTS

#### Lien - Tax Lien

Filing Date	2021-04-02
Filing Number	21JG033572
Status	Open
Date Status Attained	2021-04-02
Received Date	2021-05-20
Amount	321
Debtors	RAVE WIRELESS, INC.
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

#### Lien - Tax Lien

Filing Date	2019-11-20
Filing Number	DJ 177688 19
Status	Open
Date Status Attained	2019-11-20
Received Date	2019-11-25

Amount	1614
Debtors	RAVE WIRELESS CORPORATION
Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

**UCC Filing** - Original

Filing Date	2019-05-07
Filing Number	2019 3156242
Received Date	2019-06-04
Collateral	All Assets
Secured Party	ANTARES CAPITAL LP, AS COLLATERAL AGENT, CHICAGO, IL
Debtors	RAVE WIRELESS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

**UCC Filing** - Original

Filing Date	2018-06-27
Filing Number	2018 4393696
Received Date	2018-07-20
Collateral	All Assets and proceeds - All Inventory and proceeds - All Account(s) and proceeds - All Contract rights and proceeds - and OTHERS
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS AGENT, PITTSBURGH, PA
Debtors	RAVE INTERMEDIATE HOLDINGS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

**UCC Filing** - Original

Filing Date	2010-04-20
Filing Number	2010 1366776
Received Date	2010-05-19
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	RAVE WIRELESS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

**UCC Filing** - Original

Filing Date	2009-07-16
Filing Number	2009 2290085

Received Date	2009-08-13
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., AUSTIN, TX
Debtors	RAVE WIRELESS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

**UCC Filing - Original**

Filing Date	2009-05-05
Filing Number	2009 1425138
Received Date	2009-06-05
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., AUSTIN, TX
Debtors	RAVE WIRELESS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

**UCC Filing - Original**

Filing Date	2009-04-20
Filing Number	2009 1246013
Received Date	2009-05-20
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., AUSTIN, TX
Debtors	RAVE WIRELESS, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

COMPANY EVENTS

**The following information was reported on: 12-20-2018**

The Delaware Secretary of State's business registrations file showed that Rave Wireless, Inc., was registered as a Corporation on November 12, 2004.

Business started 2004. 100% of capital stock is owned by officers.

RECENT EVENT:.

On December 20, 2018, sources stated that Rave Wireless, Inc., d/b/a Rave Mobile Safety, Framingham, MA, has acquired SwiftReach Networks, Inc., Mahwah, NJ, on December 13, 2018. Wit the acquisition, SwiftReach Networks, Inc. will now operate as a subsidiary of Rave Wireless, Inc. Employees were retained. Terms of the deal were not disclosed. Further details are unavailable.

TODD PIETT. Work history unknown.

JENNA KEITH. Work history unknown.

Business address has changed from 141 West 28th St 9th Fl, New York, NY, 10001 to 50 Speen St Ste 301, Framingham, MA, 01701.

Business address has changed from 50 Speen St Ste 301, Framingham, MA, 01701 to 492 Old Connecticut Path Ste 2, Framingham, MA, 01701.

#### SPECIAL EVENTS

12-20-2018

The Chief Executive Officer is now Todd Piett, CEO.

12-14-2018 MERGER/ACQUISITION:

According to published reports, Rave Mobile Safety, DUNS 784380144, (Framingham, MA) announced the acquisition of SwiftReach Networks, DUNS 139018639, (Mahwah, NJ).

## Financials

D&B currently has no financial information on file for this company.

## COMPANY PROFILE

### COMPANY OVERVIEW

**D-U-N-S**

78-438-0144

**Mailing Address**

492 Old Connecticut Path Ste 2, Framingham -  
MA 01701, US

**Annual Sales****Business Form**

Corporation (US)

**Telephone**

(508) 848-2484

**Employees**

125

**Date Incorporated**

11/12/2004

**Fax**

-

**Age (Year Started)**

17 years (2004)

**State of Incorporation**

Delaware

**Website**

[www.ravewireless.com](http://www.ravewireless.com)

**Named Principal**

TODD PIETT, CEO

**Ownership**

-

**Line of Business**

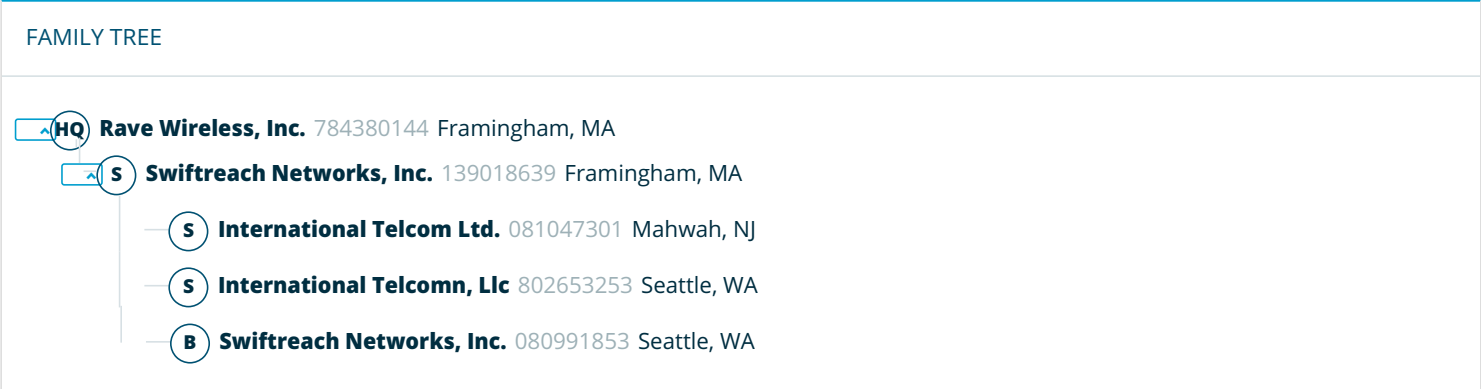
Custom computer programing

**SIC**

7371

OWNERSHIP

FAMILY TREE SUMMARY		
Members in the Tree	Subsidiaries of this Company	Branches of this Company
5	3	1









### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>NFP Property &amp; Casualty Services, Inc.</b>		NAMED INSURED <b>Rave Wireless, Inc. d/b/a Rave Mobile Safety 492 Old Connecticut Path, 2nd Floor Framingham, MA 01701</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:  
General Certificate of Insurances.**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Rave Wireless, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>Rave Mobile Safety</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>492 Old Connecticut Path, 2nd Floor</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Framingham, MA 01701</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
2	0	-	1	9	3	1	6	0	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Amey S. Polanik</i>	Date ▶ <b>9/27/2022</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Todd Miller  
SVP, Strategic Programs

Todd Miller manages all strategic programs at Rave Mobile Safety and has been a part of the leadership team for over 16 years. Todd is an active member in industry organizations such as NENA and IACP. Prior to joining Rave, Todd managed the self-service consulting Practice at Oracle where he was responsible for the delivery of customized software solutions for clients in North America, supporting millions of users.

**Education**

B.S, MIS, Babson College, Babson Park, MA

**Experience**

SVP, Strategic Programs	Jan. 2021-Present
Chief Operating Officer	Sept. 2017-Present
VP, Public Safety	Mar. 2007-Present
Rave Mobile Safety	Framingham, MA
Consulting Manager	Jan. 2006-Mar. 2007
Project Manager	Jan. 2005-Jan. 2006
Oracle	Austin, TX
Principal Consultant	Aug. 1999-Jan. 2005
edocs	



Bill Price  
Chief Financial Officer

Rave's Chief Financial Officer, Bill Price is responsible for leading the company's finance organization and implementing financial and operational plans to drive growth and extend business decisions that stretch across the company. Bill's career spans several successful start-ups serving as CFO at MineralTree, a leader in Accounts Payable and payment automation solutions, ZoomInfo, a business information SaaS company, MarketSoft, a lead management SaaS solution, NextPoint Networks, an IT management software application, and MediQual, a medical software company. Prior to start ups, Bill serviced a wide range of clients as a Senior Manager in Arthur Andersen's audit and small business high technology practice.

**Education**

B.S., Accounting, Northeastern University; Boston, MA

**Certifications**

CPA, AICPA

**Experience**

Chief Financial Officer Rave Mobile Safety	Aug. 2018-present Framingham, MA
Chief Financial Officer MineralTree, Inc.	June 2013-July 2018 Cambridge, MA
Chief Financial Officer ZoomInfo	June 2006-June 2013
SVP Finance & Administration, CFO MarketSoft	Jan. 2000-Dec. 2005
Chief Financial Officer NextPoint Networks	Oct. 1998-Dec. 1999
Chief Financial Officer MediQual	Sept. 1991-Sept. 1998
Senior Audit Manager Arthur Andersen	July 1983-Aug. 1991 Boston, MA

Ryan Marsh  
Senior Director, Marketing

Ryan Marsh, Senior Director of Marketing, understands the needs of users and buyers to position products in the most effective way. Through market research, competitive analysis, and customer conversations, Ryan crafts a way to tell the story of solutions and bring their value to the market. He collaborates with internal teams and external champions to drive strategic insights and determine the best go-to-market approach for new solutions or product enhancements. Exceptional interpersonal and communication skills support his ability to establish long-standing relationships and trust from clients and coworkers.

**Education**

B.A., Human Development, Boston College, Chestnut Hill, MA

**Experience**

Senior Director, Marketing	July 2021-Present
Senior Director, Product Marketing	Feb. 2021-June 2021
Director, Product Marketing	Jan. 2020-Jan. 2021
Rave Mobile Safety	Framingham, MA
Senior Marketing Manager, Saas Solutions and Value-based Care	Dec. 2016-Jan. 2020
Product Marketing Manager	June 2015-Dec. 2016
naviHealth	Newton, MA
Digital Research Manager	Dec. 2014-June 2015
Innerscope Research	Boston, MA
Manager, Research and Creative Strategy	Aug. 2012-Dec. 2014
Digitas North America	Boston, MA
Senior Consultant, Team Leader	July 2010-Aug. 2012
Associate Consultant	Oct. 2008-July 2010
Forrester	Cambridge, MA
Senior Researcher, Team Lead	Sept. 2006-Sept. 2008
Nationwide Research and Consulting	Portland, ME
Americorps* Vista	Aug. 2005-Aug. 2006
Neighborhood House Association	San Diego, CA

Meghan Beck  
Vice President, Finance

Meghan is responsible for all the accounting and financial operations of the company including technical accounting, internal controls, financial reporting & compliance. Prior to Rave, she held financial leadership roles in the technology space, including Acquia, recruit, and most recently Controller at NuoDB where she was responsible for the finance, human resources, and operation functions.

**Education**

MBA, Suffolk University, Boston, MA  
B.A., Accounting, Regis College, Weston, MA

**Experience**

Vice President, Finance	Jan. 2019-present
Corporate Controller	Mar. 2018-Dec. 2018
Rave Mobile Safety	Framingham, MA
Controller	Mar. 2016-Feb. 2018
NuoDB	Boston, MA
Controller	Mar. 2014-Mar. 2016
erecruit	Boston, MA
Accounting Manager	Apr. 2012-Mar. 2014
Acquia	Burlington, MA
Corporate Accounting Manager	July 2011-Apr. 2012
MDeverywhere, Inc.	Waltham, MA
Senior Accountant	July 2005-July 2011
Eduventures	Boston, MA