<p style="text-align:center">**SECOND AMENDATORY AGREEMENT**</p>

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **RAVE WIRELESS, INC.,** doing business as **RAVE MOBILE SAFETY**, a Delaware corporation, whose address is 492 Old Connecticut Path, Framingham, MA 01701 ("Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated June 28, 2015, and an Amendatory Agreement dated September 25, 2019, for access to the Contractor's emergency and operational notifications platform and other specialized technology services (the "Agreement"); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from the date of execution.

2. Section 1 of the Agreement titled, "**SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED,**" is hereby amended to add a new Subsection "E" as follows:

> "**E.** Notwithstanding anything contained to the contrary contained herein, the City may, at its option, terminate, in whole or in part, certain products and/or services under this Agreement upon ninety (90) days prior written notice to the Contractor (it being understood and agreed that no refund of the Fee will be owing to the City by Contractor upon termination). Apart from the terminated products and/or services, the remaining products and/or services hereunder shall continue uninterrupted, and this Agreement shall remain in full force and effect."

3. Subsection 5(A) of the Agreement titled, "**Fee**," is amended to read as follows:

> "**A.** **Fee**: The fee for the software and services described in the SOW is One Million Three Hundred Eleven Thousand Five Hundred Sixty-One Dollars and Seventy-Six Cents ($1,311,561.76) (the "Fee"), to be paid in annual installments as set forth in the Order Form. The Fee shall be paid pursuant to the City's Prompt Payment Ordinance."

4. Subsection 5(D)(1) of the Agreement titled, "**Maximum Contract Liability**," is amended to read as follows:

> "**(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Three Hundred Eleven Thousand Five Hundred Sixty-One Dollars and Seventy-Six Cents ($1,311,561.76) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibits A, A-1, A-2,** or **B**. Any services performed beyond those in **Exhibits A, A-1, A-2,** or **B** performed at Contractor's risk and without authorization under the Agreement."

5. Subsection 7(A) of the Agreement titled, "**TERMINATION**," is amended to read as follows:

"**A**.   Either Party has the right to terminate the Agreement with cause upon twenty (20) days prior written notice in the event that the other Party materially breaches the Agreement and has failed to cure such breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the non-breaching Party) within thirty (30) days after receiving written notice thereof (it being understood and agreed that Contractor will exercise its right to terminate the Agreement with cause under this Section 7(A) only in the event that the City fails to pay the Fee in accordance with the payment terms set forth in the Order Form or the City breaches the license and/or confidentiality provisions set forth in Section 2 and 26(E), respectively, of this Agreement). In addition, the City will have the right to terminate the Agreement, in whole or in part, or certain products or software under the Agreement upon ninety (90) days prior written notice without cause at any time during the Term (it being understood and agreed that no refund of the Fee will be owing to the City by Contractor upon termination). Notwithstanding the foregoing, if the City's appropriation funding for the Software is withdrawn prior to the end of the Term, the City may, upon sixty (60) days prior written notice to Contractor, terminate the Agreement as of the commencement of the first fiscal year during the Term for which such above-referenced appropriation has been withdrawn, in which case the City shall be liable only for payment for the Software through the effective date of such termination and Contractor shall be released from any obligation to license the Software or perform any services for the City pursuant to this Agreement following such termination."

6. Section 12 of the Agreement titled, "**DEFENSE AND INDEMNIFICATION**," is amended to add a new Subsection "G" as follows:

"**G**.   The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0"

7. Section 24 of the Agreement titled, "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

"**24.   NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

8. Section 40 of the Agreement titled, "**CITY DATA**," is amended to add two additional Subsections "40.3" and "40.4" as follows:

"**40.3.   Safeguarding Protected and Sensitive Information**: "Protected Information" means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice

information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. The Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

40.4. **Data Access and Integrity**: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of data. The Contractor shall restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data obtained in connection with the services provided herein. The Contractor has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement. Upon written request, the Contractor shall provide the City its customer facing policies and procedures to maintain the confidentiality of City Data and Protected Information."

9. The Agreement is hereby amended to include a new Section 41 titled, "**ON-CALL PROFESSIONAL SERVICES TO BE PERFORMED**," as follows:

"**41**. **ON-CALL PROFESSIONAL SERVICES TO BE PERFORMED**: In the event the City requires additional set-up, integration or training ("Professional Services") for the Software, the Contractor agrees to cooperate with the City in the preparation of detailed Task Orders**.** Each Task Order shall include a mutually agreed upon detailed scope of Professional Services, level of effort, schedule, rates, and payment schedule, including a "not to exceed" amount, specific to each of the Task Orders. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives. The City may execute Task Orders in its sole discretion,

and the City is not required to execute any minimum number of Task Orders under this Agreement. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Professional Services with any third party under contract with the City doing work or providing services which affect the Contractor's performance. The Contractor represents and warrants that all Professional Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Professional Services will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby."

10. The Agreement is hereby amended to include a new Section 42 titled, "**TECHNOLOGY SERVICES SPECIFICATIONS**," as follows:

"**42. TECHNOLOGY SERVICES SPECIFICATIONS**

> **A. User ID Credentials**: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:
>
> > (i) Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);
> >
> > (ii) Account credential lifecycle management from instantiation through revocation;
> >
> > (iii) Account credential and/or identity store minimization or re-use when feasible; and
> >
> > (iv) Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).
>
> **B. Additional Products or Services**: The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement or mutually agreed upon. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the CIO, or other designated Agency personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.

11. The Agreement is hereby amended to include a new Section 43 titled, "**ACCESSIBILITY AND ADA WEBSITE COMPLIANCES**," as follows:

"**43. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**

      A.   **Compliance**: The Contractor shall comply with Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0 and shall provide the City with a VPAT upon request.

      B.   **Validation and Remediation**: The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work Product, Service, or Deliverable at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement."

12. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

13. This Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

14. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Work.

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Contract Control Number: TECHS-202265785-02 / 201520827-02
Contractor Name: RAVE WIRELESS, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL   **CITY AND COUNTY OF DENVER:**

ATTEST: By:

                                            _____

_____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: By:

_____   _____

                                            By:

                                            _____

Contract Control Number: TECHS-202265785-02 / 201520827-02
Contractor Name: RAVE WIRELESS, INC.

By: _____

Name: Bill Price
      (please print)

Title: CFO
      (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
      (please print)

Exhibit A-2

RAVE
MOBILE SAFETY

Customer Acceptance Form

Order #:   Q-05094-2
Date: 10/3/2022 4:31 PM
Expires On: 1/13/2023

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

Ship To
Denver Marketing
("Customer")
Denver Marketing
1437 Bannock St., Rm. 002
Denver, Colorado 80202
United States

Bill To
Denver Marketing
1437 Bannock St., Rm. 002
Denver, Colorado
80202
United States

SALESPERSON	EMAIL	PAYMENT METHOD
Anthony Johnson	ajohnson@ravemobilesafety.com	Net 45

INITIAL LICENSE TERM:	1/13/2023 through 1/12/2026

Annual License Fees

Product Description	Unit Price	QTY	Annual License Fee
Rave Alert Internal	FTE	14,000.00	USD 42,000.00
Additional Operational Messaging (1,000,000 messages)	1,000,000 Messages	1.00	USD 7,500.00
Additional Campaign Processing for Operational Messaging	Each	50.00	USD 12,500.00
		Annual License Fees TOTAL:	USD 62,000.00

Professional Services Fees

One-Time Service Description	One-Time Fee
Critical Communications Set-Up Fee	USD 2,500.00
Rave Training - Online US	USD 2,400.00
Professional Services Fees TOTAL:	USD 4,900.00

TOTAL FEES:

	# of Months	Cost Per Year	Total Contract
Annual Fees:	36	USD 62,000.00	USD 186,000.00
One-Time Fees (Set Up & Integration):			USD 4,900.00
Total Fees:			USD 190,900.00
Fees Payable Net 45:			USD 66,900.00

MASTER AGREEMENT

This Customer Acceptance Form is governed by the Agreement executed between the Parties on June 28, 2015 (the "Agreement")..

SMS/TEXT AND VOICE MESSAGE FEES

Licensing of the SMS and/or Voice notification mode includes unlimited usage for emergency communications as defined by the telecommunication industry and published at https://www.getrave.com/help/nw/EmergencyDefinition.action. There are no per-use fees for Email, Social Media, App Push, RSS, or Outbound CAP modes regardless of the message content. SMS and/or Voice usage incurred to deliver non-emergency communications is subject to usage-based fees.

Any non-emergency SMS messages or voice messages sent in excess of quantities purchased on this or another Customer Acceptance Form, will be subject to per message fees which are billed quarterly in arrears at $0.03 per SMS message and $0.08 per Voice Minute. This voice message fee applies to non-emergency voice calls made within and to the contiguous continental United States. International and long-distance rates may apply for all other voice calls. Rave reserves the right to audit Customer's usage for compliance with message quantities purchased and used. Operational Messages do not carry over into subsequent annual term periods. Any unused Operational Messages will be forfeited at the end of the annual term.

Rave's ability to send non-emergency SMS messages on the Customer's behalf is subject to message volume and message delivery rate caps established and enforced by telecommunications carriers. Customer is obligated to abide by the telecommunications policies related to the use of SMS messaging. Failure to abide by SMS messaging policies may result in the telecommunications carriers limiting Customers' overall SMS message volume, reducing message throughput, or revoking the Customer's ability to send SMS messages. Such action by a telecommunications carrier would not alter Customer's obligations to Rave under any agreement (including an order) between Customer and Rave for the provision of Rave Services.

SPECIAL CONDITIONS

If Customer needs to purchase additional Operational Messages beyond the 1,000,000 already included during the Initial License Term, the below pricing model would apply:

Additional Operational Messaging (500,000 messages):   Annual License Fees $4,750
Additional Operational Messaging (1,000,000 messages):   Annual License Fees $7,500
Additional Operational Messaging (1,500,000 messages):   Annual License Fees $9,750

Rave Alert SOW

This Statement of Work ("SOW") sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Rave, its affiliates and/or agents ("Rave") to City of Denver ("Client"). This SOW is governed by the Agreement executed between the Parties on June 28, 2015 (the "Agreement").

Our project methodology is focused on creating a specific, practical and reproducible agile deployment methodology for all participating stakeholders in your system. Each new Rave customer is assigned a dedicated Implementation Manager - the single point of contact during implementation who provides practical experience, expertise, and best practices. Your Implementation Manager guides your alert deployment to success.

During project kickoff, Rave will provide a customized project checklist that can be used to ensure that for each site all required project components are properly addressed. Typical implementation for an instance of a platform domain spans 10-20 business days, assuming the availability of required resources on the customer side. This timetable may vary based on specific customer needs, implementation of optional integrations, or configuration needs for features requiring some customization. Overall deployment can be accelerated when practical as priorities demand.

ACCEPTANCE

Software, Professional Services, or other deliverables delivered pursuant to this SOW will be considered accepted when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City, not to exceed thirty (30) days from the delivery of the Deliverable ("Acceptance"). Rave shall invoice the Client for the Software and Professional Services Fees upon Acceptance.

Change Orders

In the event that any services or products not included in this Statement of Work are requested by CCD, or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. The change order shall follow the Change Control Process and be mutually agreed upon and signed by both parties. If the parties do not fully execute a Change Order, the prior obligations of each party under the SOW shall remain unchanged.

Change Control Process

The change control process is required to: (i) assess and document the impact of scope changes on project schedules, resources, prices, payment schedule, deliverables, acceptance criteria, and other provisions of this SOW impacted by the proposed change, (ii) provide a formal vehicle for approval to proceed with any changes to this SOW and, (iii) provide a project audit record of all material changes to the original SOW.

Project Components and Milestones
Project Initiation

Establishes project roles and contact points, defines core objectives for overall deployment, and presents milestone goals for project timetables
Online Kick-off Meeting of 1-1.5 hours - Web meeting with all project stakeholders covering:

- Overview of the Platform
- Introduction of Implementation Manager, Customer Success Manager, and Account Executive at Rave
- Access to product resources
- Implementation process overview
- SmartLoader / Data Management options
- Registration and authentication options
- Integration to notification targets RSS, CAP, social networks, etc.
- Specific project target dates
- Next Steps

Implementation
Planning and Deployment Phase

- Deployment of hosted site, login credentials provided by Rave
- Implementation of one-time data loading, general configuration
- Implementation of optional SmartLoader and enterprise authentication integrations
- Implementation of geo-targeting and map-based tools
- Functional testing and technical review
- Training for administrators and alert authors using online courseware

Project Conclusion and Transition to Standard Technical Support

- Production release milestone, customer next-steps. Scheduled "go-live" dates for both public and internal group message
- Preparation for full system test
- Program marketing, support website, and related tasks
- Implementation Manager hand-off to Standard Technical Support process and Customer Success Manager
- Project review and feedback

On-site premium training and onboarding options available at additional cost. Additional Rave Professional Services consulting hours are available at quoted rate in the proposal and contract.

Client Responsibilities

Task	Time Estimate* (days after contract)	Resource	Phase 1, Phase 2, Phase 3
Complete Launch form	1	Client	Phase 1
Confirm email will be accepted by Rave servers	1	Client	Phase 1
Configure / Verify Production IPs white listed and firewall settings	1	Client	Phase 1
Configuration, testing and scheduling of SmartLoader	Up to 5	Implementation Manager, Client	Phase 1
contact provisioning for County staff and employees	days	IT	Phase 2
Provisioning and loading of public call directories (e.g., ANI/ALI landline data, provisioned data sources for public address-based contacts, or GIS data)	Up to 3 days	Implementation Manager, Client	Phase 2
ADFS Configuration testing and Authentication	Up to 3-5 days	Implementation Manager, Client IT	Phase 2
Complete setup of Test Accounts as needed	1	Client	Phase 3
Registration of Domain Admins on site	1	Client	Phase 3
Training	As needed	Client	Phase 3
Coordinate Training, Discuss specific implementation with training to tailor delivery, rollout of product across jurisdictions and agencies when needed, forward Rave Alert documentation and best practices	1	Implementation Manager, Rave Services, Rave Training, Client	Phase 3
Web-based training prep, delivery, and post-training follow-up	1	Rave Training, Client	Phase 3
Configuration of public portal branding, features, and alert categories for subscribers	Up to 3 days	Client, Implementation Manager	Phase 3
Creation of a customer-hosted Info/FAQ pages with link to registration page and resources	Up to 3 days	Client	Phase 3
Public Go Live	1	Client	N/A
Post-Delivery support and Go Live activities		Client, Implementation Manager	Phase 3

*Time estimates are dependent upon Client providing Rave all necessary information in a timely manner. Delays in this schedule by Client may impact subsequent activities.

Professional Services Fees

One-Time Service Description	One-Time Fee
Critical Communications Set-Up Fee	USD 2,500.00
Rave Training - Online US	USD 2,400.00
Professional Services Fees TOTAL:	USD 4,900.00