

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, SwiftReach Networks, LLC, or RMS Software, Inc., 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 (ii) 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.

1.4 Customer Content License. Applicable specifically to the Rave Aware product, subject to the terms and conditions of this Agreement, Customer hereby grants to Rave 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 use Customer Content to provide Products to Customer in accordance with this Agreement, (ii) use and create derivative works of Customer Content including combining Customer Content with Rave's other customers' data to create a data consortium ("Data Consortium") and make such Data Consortium available through the Products. Except as otherwise provided in this Agreement, Rave shall not disclose Customer Content to third parties.

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