

MIDDLE TENNESSEE

STATE UNIVERSITY

PURCHASE ORDER

Procurement Services
1500 Greenland Drive
P. O. Box 18

Murfreesboro, TN 37132

Phone (615) 898-2944 Fax (615) 898-5597

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Rave Wireless Inc
141 W 28th St Fl 9
New York NY 10001-6115

PO Number:	P0003655
Req. Number:	R0003767
Issue Date:	08/10/07
Page No:	1
Delivery Date:	08/10/07

Please supply the following items or services in accordance with terms of your quotation, to MIDDLE TENNESSEE STATE UNIVERSITY, Murfreesboro, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S H I P P I N G	Shipping and Receiving Dock 1500 Greenland Drive Murfreesboro TN 37132 ATTN: Stephen Prichard	B I L L I N G	Middle Tennessee State University Accounts Payable CAB 108 Murfreesboro, TN 37132
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MIDDLE TENNESSEE STATE UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1		LOT	Multiyear Contract - Expires 6/30/12 Contract for Rave Alert text messaging service per Contract #C08-0063. 8/1/07 thru 6/30/08 Expires: 6/30/12 Rave Alert, Tier II Annual Fee - \$12,500 One-time setup fee - \$2,500 One-time fee for SunGard integration - \$7,500 SMPP messages to be billed at \$.06 per message Terms: Net 30		27,500.00
TOTAL:					27,500.00

ACCOUNTING INFORMATION:
Index - Fund - Orgn - Acct
264400-110001-40200-74490

27,500.00

FILE COPY

**CONTRACT
BETWEEN MIDDLE TENNESSEE STATE UNIVERSITY
AND
RAVE WIRELESS, INC.**

The following Agreement, dated as set forth below, shall serve as the complete understanding (the "Contract") between Rave Wireless, Inc. (herein referred to as the "Contractor"), with a place of business at 141 W West 28th Street, 9th Floor, New York, NY 10001 and Middle Tennessee State University (herein referred to as the "Institution"), with a place of business at 1500 Greenland Drive Murfreesboro, TN 37132.

In consideration of the mutual terms and conditions contained herein, the parties agree as follows:

A. SCOPE OF SERVICES:

- A.1. Services. Contractor agrees to provide Institution its Rave Alert text messaging service (the "Service") with features for global emergency messages, selected critical messages, group notification, and individual class notices consistent with RFP #3767 and as more specifically described in the Contractor's Proposal dated May 8, 2007.
- A.2. Other Institutions. Other Institutions that are members of the Tennessee Board of Regents and the University of Tennessee Systems may enter into separately executed agreements with Contractor on the same terms as this Contract, and each such entity shall be deemed to be the "Institution" thereunder, and shall have all the rights and obligations as provided under this Contract, including the right to execute orders for Contractor's services and products.
- A.3. Rave Campus Managed Services. Rave Campus Managed Services was included in the Contractor's Proposal dated May 8, 2007. Any institution desiring that service will be required to execute a separate statement of work outlining the specific services and obligations under that offering.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on August 1, 2007 and ending on June 30, 2012. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Fees for Licenses and Services. In consideration for the licenses granted to the Institution and the performance of Contractor's obligations under this Contract, Institution shall pay to Contractor certain fees for services selected by the Institution, in such amounts as are specified in Institution's Purchase Order issued to Contractor. All such fees shall be due and payable within thirty (30) calendar days after receipt of invoice issued by Contractor with respect thereto.
- C.2. Maximum Liability. In no event shall the maximum liability of the Institution under this Contract exceed Seven Hundred Thousand Dollars (\$700,000). The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor, subject to Section E.2, and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests work and the Contractor performs the work.
- C.3. Compensation Firm. The Service Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of this Contract and are not subject to escalation for any reason unless this Contract is amended. However, tier escalation

will be consistent with pricing set forth in the Cost Proposal Schedule contained in Contractor's Financial Proposal to RFP #3767 submitted on May 8, 2007.

- C.4. Payment Methodology. The Contractor shall be compensated based on the Service Rates set forth in the Cost Proposal Schedule contained in Contractor's Financial Proposal to RFP #3767 submitted on May 8, 2007 for service authorized by the Institution in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall submit invoices, in form and substance acceptable to the Institution with all of the necessary supporting documentation, prior to any payment.
- C.5. Travel Compensation. Payment to the Contractor for travel, meals or lodging shall be in the amount of actual cost or per diem, subject to maximum amounts and limitations specified in the Tennessee Board of Regents policies, as they may be from time to time amended.
- C.6. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- D. TERMS AND CONDITIONS:
- D.1. Required Approvals. This Agreement shall not be binding upon the parties until it is approved by the Institution's President or designee, and the Tennessee Board of Regents, as appropriate.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to terminate this Contract and withhold payments in excess of fair compensation for completed services upon no less than thirty (30) days written notice to the Contractor and the Contractor's failure to remedy such failures within such thirty (30) day period. If the Institution fails to perform its obligations under this Contract in a timely or proper manner, including, without limitation, its payment obligations hereunder, or if the Institution violates any term of this Contract, the Contractor shall have the right to terminate this Contract upon no less than thirty (30) days written notice to the Institution and the Institution's failure to remedy such failures within such thirty (30) day period. Notwithstanding the above, a breaching party shall not be relieved of liability to the non-breaching party for actual, reasonable, documented costs sustained by virtue of any breach of this Contract by the breaching party.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination" and "Illegal Immigrants." Notwithstanding any use of approved

subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of this total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. If requested, the Contractor shall submit brief, periodic, progress reports to the Institution.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. Institution/Contractor Liability. The Institution shall have no liability except as specifically provided in this Contract. TO THE EXTENT PERMITTED BY TENNESSEE LAW: IN NO

EVENT SHALL THE CONTRACTOR BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT TO THE INSTITUTION OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF PROFIT OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, OR FAILURE OF THE CONTRACTOR'S SERVICES INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM MISTAKE, OMISSION, VIRUS, DELAY OR INTERRUPTION OR UNAVAILABILITY OF SERVICE. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT CONTRACTOR DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. NOTWITHSTANDING ANYTHING IN THIS SECTION D.13 TO THE CONTRARY, ANY PROVISION OR PROVISIONS OF THIS SECTION WILL NOT APPLY TO THE EXTENT THEY ARE FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, INCLUDING APPELLATE REVIEW IF PURSUED, TO VIOLATE THE LAWS OR CONSTITUTION OF THE STATE OF TENNESSEE.

- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions against the Institution that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.17. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts

The Institution:

Stephen Prichard, Director Telecommunications
 Middle Tennessee State University
 P.O. Box 226
 Murfreesboro, Tn 37132
 PH: 615-898-2991
 FAX: 615-898-2018

The Contractor:

Gene Murray, Southeast Region Manager
 Rave Wireless, Inc.
 141 West 28th Street, 9th Floor
 New York, NY 10001

Office: 434.295.2669
Mobile: 434.531.8268

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to this Contract shall not be considered effective until agreed to, in writing, by both parties.

- E.2. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate this Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of this Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with this Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. The provisions of this Section will not apply if any funds are appropriated to the Institution for the acquisition, retention or operation of test messaging services similar to the Services offered by the Contractor under this Contract. Institution represents that it will use its best efforts to obtain the necessary funds to make all payments due to the Contractor under this Contract.
- E.3. Copyrights and Patents / Institution Ownership of Work Products. Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution shall give the Contractor written notice of any such claim or suit and the parties shall be entitled, in connection with any such infringement litigation, to be represented by counsel at their own expense. The Attorney General for the State of Tennessee reserves the right to participate in the defense of any such action brought against the Institution. Contractor shall not be liable for any award of judgment against the Institution or the State of Tennessee reached by compromise or settlement unless Contractor accepts in writing the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to affect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Institution and the State of Tennessee unless approved by the Attorney General.

In any such action brought against the Institution, the Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract. The foregoing indemnification shall not apply to the extent that any such claim arose from the Institution's modification or customization of any intellectual property of Contractor or the combination of any of the Contractor's intellectual property with any other equipment or technology not provided by Contractor.

- E.4. Contract Documents. Incorporated in this Contract by reference are the following documents:
- a. This Contract document and its attachments;
 - b. The Request for Proposal #3767 dated May 1, 2007 and its associated amendments; and
 - c. The Contractor's Proposal.

In the event that provisions of the contract documents conflict, priority for interpretation shall be as follows: addenda and/or amendments (latest addendum or amendment with first priority), this Contract, the Institution's Request for Proposal #3767 and the Contractor's Proposal.

E.5. Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. However, subject to prior review and approval by the Institution, Contractor may be authorized to incorporate Institution's name in press releases and refer to Institution as a client with regards to the Service.

E.6 Hold Harmless/ Indemnification. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligent acts, errors or omissions of its employees or others for whom the party is legally responsible. Nothing in this Contract shall be construed as creating an obligation to indemnify the other party against that party's own negligence.

Any and all claims against the Institution for personal injury or property damage resulting from the negligence of the Institution in performing any responsibilities specifically required under the terms of this Contract shall be submitted to the Claims Commission of the State of Tennessee. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301, et seq.

E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.8 Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. **The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached (Attachment 1) and hereby incorporated by this reference.**

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any

other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

F. SERVICE SPECIFIC TERMS AND CONDITIONS:

- F.1. Message Delivery. Both parties recognize messages transmitted to the Institution's end users utilizing the Contractor's services are transmitted through a network of telecommunications, internet service providers or other service providers providing mobile telephone, internet services or intermediary services ("Third Party Service Providers") and that the time it takes to transfer a message through such network of Third Party Service Providers, and whether the intended recipient receives the message is dependent upon the conditions prevailing at the time of submission, including whether (i) the end user has compatible or otherwise appropriate equipment, (ii) messages are sent to the correct ten-digit telephone number, network entity identifier, e-mail address or messaging number (s), (iii) the performance and availability of services or networks provided by Third Party Service Providers, (iv) the receiving device is turned on and within the area covered by the Third Party Service Provider, (v) the device has memory slots available for new messages or is otherwise capable of receiving messages, and (vi) the intended recipient is an end user.
- F.2. Limitations on Content of Messages. The Institution shall not, and Contractor shall not be required to, (a) deliver to Third Party Service Providers for transmission or disseminate messages or material under this Agreement that is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate; (b) deliver to Third Party Service Providers for transmission or disseminate material under this Agreement that violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations; (c) use the Contractor's services 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 messages by opting in a lawful manner; (d) use the Contractor's services or systems to introduce malicious programs into the Contractor's systems, end users' equipment 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; (e) deliver to any Third Party Service Provider for transmission or disseminate material that violates any content restriction contained in any agreement between Contractor and such Third Party Service Provider; or (f) take any actions that otherwise violates Contractor's Terms of Use (which will be available through Contractor's web site) as such Terms of Use may be amended from time to time. It shall be the Institution's responsibility to ensure that users of the Contractor's services adhere to the foregoing limitations.
- F.3. Performance of Third Party Service Providers. The Institution acknowledges that Contractor can not guarantee the performance of any Third Party Service Provider and each party acknowledges that the other party may not make any claims or guarantees on behalf of Third Party Service Providers regarding any matters.
- F.4. Denial of Service to Individual End Users. Contractor reserves the right to deny service to any particular user of the Contractor's services that in the Contractor's opinion is misusing the service or engaged in fraudulent activities through the use of the service.
- F.5. Confidentiality/Ownership. Each party acknowledges that all information about each party and each party's respective parent companies, subsidiaries, affiliates and clients, and their respective officers, directors and employees, including, business plans, pricing

and marketing strategy, advertising, network, rate and pricing databases, hardware and software systems, operations, research and development, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and any information the disclosing party provides regarding third parties are trade secrets and are confidential and proprietary information of such party ("Confidential Information"). The party obtaining Confidential Information shall receive such information in confidence, shall hold the same in trust, shall not disclose or furnish the same to any third party without the providing party's prior written consent, and shall not use the same for any purpose other than the performance of its obligations under this Contract or otherwise in direct connection with the operation of this Contract. Each party agrees to use its reasonable best efforts and take all lawful measures to ensure its employees, agents, subcontractors and other representatives fully comply with the terms of this paragraph, and each party agrees to be responsible for any breaches of the confidentiality provision of this Contract by its employees, agents, subcontractors and other representatives. Upon the termination or expiration of this Contract (or at any time upon the request in writing of the disclosing party), each party shall return or, at the discretion of any other party, destroy all Confidential Information of any other party in its care, custody or control. Notwithstanding the foregoing, this paragraph shall not apply to information that is or becomes publicly available through no fault of the receiving party, was already in the possession of the receiving party at the time of disclosure by the disclosing party, is independently developed by the receiving party, or is legitimately and lawfully obtained by the receiving party from third parties not under obligation of confidentiality to the disclosing party. Further, if required, the receiving party may disclose such information to a government authority or by order of a court of competent jurisdiction, but only to the extent required by authority or court and, if permitted, upon prompt written notification to the other party. Notwithstanding the foregoing, the parties acknowledge and agree that the Institution is required to comply with the Tennessee Open Records Act, TCA § 10-7-503, et. seq. (the "Open Records Act") and nothing herein shall be deemed to impose upon the Institution any obligations inconsistent with the Open Records Act.

Neither party shall copy, decompile or reverse compile, reverse engineer nor reverse assemble the other party's property. Neither party shall assign, transfer, sell, license, sublicense, or grant the rights granted hereunder in the property of the other party to any other person or entity, except as expressly permitted hereunder. The parties agree and acknowledge that the Third Party Service Providers shall have access to certain property of each party, limited, however, to the extent necessary for the Third Party Service Provider's to fulfill their obligations under their agreements with Contractor and/or end users.

- F.6. Use of End User Information. Contractor shall use end user information provided by Institution only on a basis consistent with the intent and terms of this Contract and shall not use same to market any products or services offered by Contractor and its affiliates. Contractor shall not sell, rent or otherwise make available any end user information to any third party for any purpose except for the purposes of fulfilling Contractor's obligations under this Agreement. The end user information provided by Institution is and shall remain the sole property of Institution, except to the extent that such end user information becomes available to Contractor from a source other than Institution. Contractor will, subject to applicable law requiring their retention, return the end user information to Institution or destroy said information upon the termination of this Contract.
- F.7. New Technology and Services. During the term of this Contract, new technology and services may be added subject to mutual agreement by the Parties, including prices and Service Rates, provided the same may be added in accordance with Institution's Purchasing Policy.

IN WITNESS WHEREOF:

Rave Wireless, Inc.

Raju Rishi

Raju Rishi, Chief Operating Officer

Date 7-15-07

Middle Tennessee State University

Sidney A. McPhee

7/29/07

Sidney A. McPhee, President

Date

APPROVED:

Tennessee Board of Regents

Charles W. Manning

8-7-07

Charles W. Manning, Chancellor

Date

JRHA

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	C08-0063
CONTRACTOR LEGAL ENTITY NAME: Rave Wireless, Inc.	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	20-1931600

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

Raja Rishi 7-25-07

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.