SOFTWARE MAINTENANCE AGREEMENT (the "SMA")

This SMA shall be effective as of October 1st, 2020 (the "Effective Date").

BETWEEN: **RADIO IP SOFTWARE, INC.**, a Quebec corporation whose head office is located at 1111 St. Charles Street West, East Tower, Suite 555, Longueuil, Quebec J4K 5G4, Canada

(Hereinafter referred to as "**Radio IP**")

AND: **BLAINE COUNTY,** an Idaho local government whose head office is located at 201 South 1st Avenue, Hailey, ID 83333.

(Hereinafter referred to as the "**Client**")

Individually each may be referred to as a "Party" and collectively as the "Parties".

WHEREAS, Radio IP manufactures and provides certain software products which may include operating system software as more fully described and set forth in Exhibit A (the "**Software**");

WHEREAS the Client has purchased licenses from Radio IP or its reseller to use the Software;

WHEREAS the Client wishes to be able to order support and maintenance services provided by Radio IP, thus allowing it to preserve the continuity of operation of the Software and to benefit from any updates to the Software; and

WHEREAS Radio IP is willing to provide such support and maintenance services in accordance with the terms and conditions of this SMA;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein made and undertaken, the Parties agree as follows:

1. **MAINTENANCE SERVICES**

1.1 Radio IP shall deploy all reasonable efforts to correct errors, bugs and programming defects, as reported by the Client, that stem from the Software and that interfere with the proper functioning of the Software, as described in the specifications published by Radio IP. Radio IP shall not be responsible for the correction of any errors, bugs or defects affecting any equipment or software used in conjunction with the Software or due to such equipment or software. The Client agrees to communicate to Radio IP all the details of which it is aware concerning any errors, bugs and programming defects affecting the Software, in order to allow Radio IP to properly perform its obligations hereunder. If, pursuant to such communication by

the Client, Radio IP concludes that such errors, bugs and defects were non-existent or were caused by the equipment or software used in conjunction with the Software, or attributable to another cause to the Software, Radio IP may, at its discretion, require the Client to pay for time spent to detect and correct such errors, bugs and defects, at the daily consultation rate for professional services in force at such time.

1.2 Radio IP agrees to provide a telephone assistance service for the Software. The telephone assistance service of Radio IP is available between 9:00 a.m. and 5:00 p.m. Canadian Eastern time, from Monday to Friday, except for legal holidays in effect in the Province of Quebec. Radio IP shall ensure that calls from the Client are returned within four (4) business hours. The purpose of the telephone assistance service of Radio IP is to attempt to identify and resolve functional problems in the Software. Its purpose is not to identify nor resolve functional problems of hardware, software or equipment used in conjunction with the Software, nor to provide training to employees or consultants of the Client with regard to the Software, and shall not be used as such by the Client.

1.3 Radio IP agrees to provide an emergency telephone assistance service outside of regular telephone assistance service hours described at paragraph 1.2 of this SMA. Radio IP shall ensure that emergency calls are returned within four (4) hours. The purpose of the service is to attempt to identify and resolve urgent and major problems in the Software, which cause a stoppage of service and which persist after a shutdown and restart of the server. If an emergency service call concerns a non-urgent matter, a problem that is not major or a problem which results from a cause other than from the Software, the Client agrees to remunerate Radio IP for the time spent to identify and resolve the problem at the daily consultation rate for professional services valid at the time.

1.4 Radio IP shall provide to the Client the revised versions of the Software within a reasonable delay from the time they are offered on a commercial basis, as well as, where applicable, the terms and conditions of the End User License Agreement relating to the Software upon which the updates are offered (the "**EULA**").

1.4.1 The Client is deemed to have accepted the EULA if it installs the Software updates so provided. It is understood that in order to have a right to the Software updates (which includes, fixes, patches and Service Packs) in relation to specific copies of the Software, the Client must have been party to a valid SMA since the expiry of the warranty period of the Software or must retroactively disburse maintenance fees for the entire period not covered by a SMA.

1.4.2 Radio IP is not obliged to offer installation services of the Software updates in the context of this SMA. Any Software update is provided to the Client, subject to the Client abiding by the EULA entered into by the Client for the initial version of the Software, including the number of permitted copies and the EULA communicated with the Software updates.

1.4.3 It is understood that the Client will have no right to receive or use any new software developed by Radio IP, even if this new software can fulfill, in whole or in part, the same needs as the Software. Radio IP shall have the sole discretion to determine whether such software constitutes a Software update, without additional fees being paid by the Client, or an upgrade (new functionalities) for which licensing fees must be paid by the Client.

1.5 It is understood that Radio IP is not required to proceed with modifications or improvements requested by the Client or to provide other maintenance services not mentioned explicitly in this SMA. Pursuant to a separate written SMA with the Client, Radio IP may, at its sole discretion, proceed to such modifications or improvements with remuneration at the daily consultation rate for professional services in force at such time.

2. DURATION OF SERVICES AND TERMINATION

2.1 This SMA is for a term of twelve (12) months from the Effective Date, and shall be renewed automatically for successive twelve (12) month terms thereafter, provided the Client issues for each such renewal a purchase order for the renewal of this SMA and Radio IP receives such purchase order before the first day of the renewal term.

2.2 Notwithstanding Section 2.1, if Radio IP receives such purchase order in the next thirty (30) days following the first day of the renewal term, (along with payment of the applicable maintenance fee) and that such purchase order is for a renewal effective as of the beginning of the renewal term, then this SMA will retroactively be renewed as of the beginning of the renewal term for a twelve (12) month term.

2.3 Radio IP may, at its full discretion, require a reactivation fee from the Client if the SMA has been expired for more than one (1) month.

2.4 This SMA shall be terminated without any notice or delay if any of the following events occur:

(a) The Client sells, assigns, transfers or otherwise disposes of its rights or a portion thereof in a license to the Software covered by this SMA without obtaining the prior written permission from Radio IP;

(b) The Client or Radio IP breaches or does not respect any term, condition or stipulation contained in this SMA, or any EULA relating to the Software when a default notice has been sent and such default has not been rectified within five (5) days of receipt of such prior notice.

2.5 Notwithstanding the foregoing, either of the two (2) parties hereto may terminate this SMA by registered letter upon giving the other party a ninety (90) day prior notice.

If Client exercises the right to terminate this SMA upon a ninety (90) day prior notice, Client understands and agrees that Radio IP shall not reimburse client for any maintenance Fees already paid past the date of termination, and that Radio IP shall not continue to provide maintenance services past the date of termination. If Radio IP exercises the right to terminate this SMA upon a ninety (90) day prior notice, Radio IP agrees to continue to provide maintenance services for maintenance Fees already paid for by the Client. The terms and conditions of this SMA shall continue to apply only in respect of such maintenance contracts and compliance therewith, including payment of maintenance fees to Radio IP by the Client, is a condition of their survival.

2.6 In the event that the Client has paid the Fees payable under Section 4 in advance for a given period and if this SMA is terminated before the expiration of said period by virtue of Section 2.4, if the default is attributable to Radio IP, Radio IP agrees to reimburse a prorated amount of the fees to the Client equivalent to the amounts received which are applicable to the period having been the object of the termination. If this SMA is terminated pursuant to Section 2.4 and this default is attributable to the Client, Radio IP shall retain the extra amounts disbursed as a penalty for damages suffered in respect of this SMA.

3. CLIENT'S RESPONSIBILITIES

3.1 The Client shall ensure that the equipment and software used in conjunction with the Software conform to the specifications which may be set out from time to time in the documentation provided with the Software, and ensure that these equipment and software are functional and do not impede the proper operation of the Software.

3.2 The Client shall be solely responsible for the installation and configuration, at its cost, of any revised version of the Software that is communicated by Radio IP pursuant to this SMA. Radio IP may designate certain revised versions as being mandatory updates, in which case the Client shall install and configure the revised versions within thirty (30) days of transmittal of such update. If the Client refuses or neglects to install the mandatory updates of the Software, Radio IP shall not be required to provide maintenance services on such Software until installation of these mandatory updates is completed.

3.3 To receive the full benefit of maintenance services provided under this SMA, the Client's server must be equipped with a secured high speed Internet access (VPN) to the Radio IP server. This will enable persons providing maintenance services to connect to the Client's server in accordance with agreed security standards, which may be necessary to address certain problems affecting the Software.

3.4 The Client agrees that the maintenance services described in this SMA shall be remotely provided and that Radio IP shall have no obligation to travel to the location or the site of the Client.

4. ANNUAL MAINTENANCE FEES

4.1 In consideration of obtaining access to Radio IP's maintenance services described herein, the Client agrees to the maintenance Fees listed in Exhibit B hereto, whether these Software licenses were acquired at a discounted rate or free of charge (the "**Fees**").

4.1.1 This amount shall be paid within thirty (30) days of the Effective Date, or, in the case of renewals, within thirty (30) days of the start of each renewal term. In the case of a retroactive renewal pursuant to Section 2.2 of this SMA, simultaneously with receipt of the purchase order), in advance, for the upcoming year.

4.1.2 If the warranty period of additional licensed copies of the Software purchased by the Client expires during the term of this SMA or any renewal term, the Client undertakes to pay a percentage, as per the current price list, of the cost of obtaining the relevant licenses for the Software, in proportion to the period of time between the end of the warranty period and the end of the current maintenance term.

4.1.3 It is understood that the Client shall not claim any credit for any period of time during which it did not have recourse to Radio IP's maintenance services.

4.2 Radio IP may modify the amount or the method of calculating maintenance fees or the conditions of this SMA by providing to the Client a ninety (90) days' notice. These modifications will come into force immediately regarding any new order for maintenance services and, for maintenance contracts already benefiting the Client, on the following January 1st.

4.3 Unless otherwise specified, all amounts payable to Radio IP hereunder shall be in U.S. funds. The amounts indicated in this SMA do not include applicable taxes, including customs and excise taxes, which shall be paid by the Client, over and above the amounts mentioned.

4.4 The Client waives its right to set-off as to each and every claim or indemnity pursuant to this SMA or any other SMA. The Client shall pay any amount due without regard to any kind of claim, reimbursement or indemnity, that it may claim or that a third party may claim in its name and this without any discount or deduction.

4.5 Payment of the Fees shall be made within thirty (30) days of the date of Radio IP's invoice. If the Client fails to pay any amounts when due by, the Client shall pay to Radio IP interest of one and a half percent (1.5%) per month and eighteen percent (18%) per year on arrears.

5. LIMITED WARRANTY

5.1 Radio IP warrants to Client that the Services to be provided hereunder will be performed in a diligent, workmanlike and professional manner, in compliance with industry standards.

5.2 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES OF RADIO IP, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SOFTWARE, SERVICES, DOCUMENTATION OR OTHER ITEMS OR FACILITIES PROVIDED UNDER OR IN CONNECTION WITH THIS SMA. RADIO IP DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION OR THE SERVICES SUPPLIED HEREUNDER SHALL OPERATE WITHOUT INTERRUPTIONS OR BE ERROR FREE.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT SHALL THE AGGREGATE, CUMULATIVE LIABILITY OF RADIO IP AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO CLIENT, FOR CLAIMS ARISING UNDER OR RELATING TO THIS SMA, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEEDING THE DATE ON WHICH THE CLAIM FIRST AROSE.

6.2 To the maximum extent permitted by law, and except as otherwise provided in this SMA, under no circumstances and under no legal theory, whether in tort (including negligence), contract or otherwise, shall Radio IP be liable to the other Party for any special indirect, punitive, incidental or consequential damages incurred by the Client resulting from or arising out of or in connection with this SMA even if the other Party has been informed of the possibility of those damages.

7. LIMITATION OF SUPPORT

7.1 RADIO IP SHALL NOT SUPPORT MOBILE UNITS IF THE SERVER TO WHICH THE UNITS ARE CONNECTED IS NOT COVERED UNDER A SOFTWARE MAINTENANCE AGREEMENT.

7.2 ANY ADDITIONAL LICENSE PURCHASED BY THE CLIENT TO FUNCTION WITH A SERVER WHICH IS NOT COVERED UNDER A SOFTWARE MAINTENANCE AGREEMENT WILL ONLY BE ENTITLED TO AN ACTIVATION KEY AND THE SOFTWARE RELEASE COMPATIBLE WITH THE SOFTWARE VERSION INSTALLED ON THE SERVER AT THE TIME THE ADDITIONAL LICENSE IS PURCHASED.

7.3 RADIO IP SHALL NOT SUPPORT MOBILE UNITS PURCHASED BY AN AGENCY OF THE CLIENT IF THE CLIENT'S SERVER IS NOT COVERED UNDER A SOFTWARE MAINTENANCE SMA.

8. GENERAL

8.1 APPLICABLE LAW - This SMA shall be governed and construed in accordance with the laws applicable in the State of Idaho. The parties agree, for any claim or suit for any reason whatsoever relating to this SMA, to designate the judicial district of Boise, Idaho, USA, as the appropriate district for hearing of the said claims or suits, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8.2 PRECEDENCE - This SMA shall have precedence over the terms of any Purchase Order. In case of conflict between the provisions of a Purchase Order and the terms of this SMA, the Parties agree that this SMA shall have precedence.

8.3 ADDITIONAL CONDITIONS - The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

8.4 FORCE MAJEURE - Other than Client's obligations to pay the Fees, neither Party shall be liable to each other for any failure to meet its obligations if such failure is due to any cause beyond the non-performing Party's reasonable control ("force majeure"). If the force majeure continues for longer than ninety (90) days, either Party may terminate this SMA and pay to the other Party any amounts owed pursuant to Section 4 of this Agreement. Force majeure specifically includes but is not limited to inability or refusal by third party suppliers to provide Radio IP with anything necessary to the support and maintenance services to be provided by Radio IP under this SMA; government embargoes or any other acts of any government that would limit the ability for contract performance; fires, earthquakes, floods, severe weather conditions or any other acts of God; quarantines; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or any impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property).

8.5 NOTICES - Any formal notice or demand which under the terms of this SMA or under any statute must or may be given or made by either Party shall be in writing and shall be given or made by confirmed facsimile, or by certified or registered mail, addressed to the respective Parties as follows:

TO CLIENT:

Blaine County
c/o Clay Landon
IT Manager
219 S. lstAve, Ste 207

208 788 5520 #1
clandon@co.blaine.id.us

TO RADIO IP:

Radio IP Software inc.
c/o Roch Tremblay
Chief Operating Officer
1111 St-Charles West, East Tower, Suite 555
Longueuil, Quebec, Canada
J4K 5G4
514 890 6070 #630 | 1 877 717 2242 #630
Roch.Tremblay@radio-ip.com

The effective date of such notice shall be (i) the date of such facsimile as evidenced in the successful facsimile transmission report; (ii) the date of the successful transmission by email of the notice to the email addresses as provided above; (iii) five (5) days following the date mailed for certified or registered letters; and (iv) two (2) days following the date mailed for overnight letters; or (v) when delivered, if in person. The above addresses may be changed at any time by giving prompt written notice as provided above. Facsimile and email messages must be followed up in mail within seven (7) days from the transmission.

8.6 ASSIGNMENT - Client shall not be entitled to assign or transfer this Agreement or its rights or obligations under it, in whole or in part, to a third party without Radio IP's prior written consent. Notwithstanding the foregoing, either Party may assign this SMA and its rights and obligations hereunder, in whole or in part, without the non-assigning Party's consent, to its Affiliates that are not competitors of the non-assigning Party and provided such Affiliate assumes and can meet the obligations of the assigning Party as provided under this SMA. The assigning Party shall promptly provide the non-assigning Party written notice of any such assignment to the addresses as provided in Section 8.5.

8.7 WAIVER - The failure of either Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.

8.8 SEVERABILITY - If any of the provisions of this SMA are held invalid or unenforceable by law or a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire SMA, but rather this entire SMA shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

8.9 INDEPENDENT PARTIES - The Parties agree that each is an independent contractor and that no relationship of agency, partnership, joint venture, legal representative or other form of association with regard to each other is intended by or may be claimed by the other Party in connection with this SMA. This SMA shall in no way authorize either Party to represent, act for, bind or commit the other Party.

8.10 SURVIVAL - All rights and obligations, as well as the general terms of this SMA that by their nature should continue beyond the termination, cancellation or expiration of this SMA will survive such termination, cancellation or expiration.

8.11 ENTIRE AGREEMENT - The provisions of this SMA, including the Exhibits, shall supersede all prior and current oral and written communications, agreements, and understandings of the Parties with respect to the subject matter of this SMA, and shall constitute the entire statement of agreement between the Parties. This SMA shall not be modified or rescinded except by a writing signed by an authorized representative of each Party.

8.12 EXHIBITS

Exhibit A – Software Descriptions

Exhibit B – Maintenance Fees

This SMA may be executed in two (2) counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Blaine County	**RADIO IP SOFTWARE INC.**
Signature: ……	Signature: ……
Name: ……	Name: ……
Title: ……	Title: ……
Date: ……	Date: ……

Exhibit A

Detailed Software Definition

1.0 Mult IP Mobile VPN Solution Components

1.1 Radio IP's flagship secure mobile VPN solution extends the reach of your corporate LAN over concurrent private and public wireless networks. Mult-IP employs gateways to route packets to and from mobile devices, LAN servers (application, authentication and mail) and the Internet over a virtual segment isolated from the corporate LAN.

1.2 Mult-IP Mobile VPN Gateway for support of IP Drivers on broadband networks. 1 Licence required per Gateway

1.3 Mult-IP Mobile VPN Premium Gateway Option for support of narrowband networks. 1 Licence required per complete system.

1.4 Mult-IP Mobile VPN Client for Support of IP Drivers on broadband networks. 1 licence required per user.

1.5 Mult-IP Mobile Premium VPN Client Option for support of narrowband networks. 1 licence required per user.

2.0 GPS Director Components

2.1 GPS Director Basic Version. GPS Director™ is a Mult-IP option that collects GPS information from a fleet of appropriately-equipped mobile devices, and outputs it to any number of client applications. Includes 50 licences for 50 users.

2.2 GPS Director Additional Client Basic Version. 1 Licence required per user.

3.0 GPS Partner Basic Version

3.1 GPS Partner is a software installed on mobile computers that retrieves GPS coordinates from your GPS receiver and forwards it to multiple client applications and back-end hosts (AVL, CAD, etc.) seamlessly, and in a format that the application can read.

3.2 GPS Partner Additional Client Basic Version. 1 Licence required per user.

4.0 IPUnplugged Mobile VPN Solution Components

4.1 ipUnplugged is a standards-based mobile VPN that enables secure connectivity and seamless roaming across any combination of wired or wireless IP network.

Exhibit B

Maintenance Fees

Radio IP offers the industry's only 12 month, no-charge warranty with every new software purchase.

After the first year, an active maintenance contract is needed to continue receiving these support services, and is renewed annually (min. 3% yearly increase for development costs).

Number of Mobile Clients	Maintenance Pricing
6 – 499	20% of base price for all products
500 – 999	15% of base price for all products
1000 – 1999	13% of base price for all products
2000 – 2999	11% of base price for all products
3000 – 4999	10% of base price for all products
5000 – 9999	9% of base price for all products
10,000+	8% of base price for all products

Maintenance Incentive Program
ONE Purchase Order, ONE Payment

To supplement your 12 month warranty, secure an additional 1, 2, 5 or 10-year maintenance contract when you purchase a new system and receive substantial savings on contract and eliminate annual increases on development costs.

**Not available when only purchasing additional client-device licenses UNLESS the customer is already under an extended maintenance program.*

Program Level	Benefits
Extended 1-Year Maintenance	Receive a 5% discount off the total amount
Extended 2-Year Maintenance	Receive a 10% discount off the total amount
Extended 5-Year Maintenance	Receive a 15% discount off the total amount
Extended 10-Year Maintenance	Receive a 25% discount off the total amount