

RF-Works
Service Attachment 2
Amendment 2
Wireless as a Service (WaaS)

THIS AMENDMENT NUMBER 2 to Service Attachment 2 (the Amendment) is between the State of Ohio, through its Department of Administrative Services (the 'State'), and RF Works, INC (the 'Service Provider'). This Amendment changes the terms of the contract issued under Service Attachment 2 dated February 2, 2016 (the 'Service Attachment') and amends Master Cloud Service Agreement, Contract Number MCSA0022 (MCSA).

The Service Attachment is amended as follows:

The Section regarding *Installation* on Page 1 of Service Attachment 2 Amendment 1 is replaced in its entirety with the language below.

Installation

The wireless service install requires low voltage Ethernet cabling, but an enhanced install may require a conduit, lift, indoor external omni directional or patch antenna, or NEMA enclosure. The installation can be completed by the Service Provider or the Subscribing Entity but the install must be completed according to the RF-Works design specifications. A basic install can cost between \$240 - \$600 as noted under Section 2 page 2 of the Service Attachment but an enhanced install will be quoted as an Individual Case Bases (ICB). .

If the Subscribing Entity chooses to have Service Provider execute the cabling all cables, wires, mounts, and connectors, will be included. Infrastructure cabling will be run from the subscribing entity provided patch panel to the Access Point. The Point of Entry (PoE) from the installation must address Power Over Ethernet available within the cabling limitation.

All cabling, wiring, connectors will be installed in a manner that meets the industry safety and security requirements and guidelines. No hazards will be created; any identified hazard will be identified in writing by the Subscribing Entity. Installations must be performed in a manner that does not harm or diminish local site designs or terminate building cable warranties, other building warranties, and structural integrity or, to the extent feasible, cosmetics, installations will meet all prevailing local codes and governing body codes as well as IEEE, TIA/EIA and ISO/IEC Standards for Cabling and Wiring.

RF-Works
Service Attachment 2
Amendment 2
Wireless as a Service (WaaS)

Section 1 regarding *Optional Service Features* on Page 2 of Service Attachment 2 is modified to add Optional Services for Geo-fencing as indicated below.

Location-Based Service

Physical Location security (known as Geo-fencing) of a user and/or endpoint controls access based on physical position of the mobile device. RF-Works Location-Based Service provides network access based on authorized location of individual users, enhanced policy enforcement with automated location check and re-authorization, and automatic radio frequency containment. RF-Works Location-Base Service can be added as an optional Service to the WaaS Monthly Reoccurring Charge (MRC) since it is billed on a monthly basis per Access Point. The cost will decrease based on enterprise adoption to the optional service. See Addendum A for pricing table.

Section 1 of Service Attachment 2 regarding *Optional Service Features* on Page 2 shall be amended to add the following option as indicated below.

Consulting Services

RF-Works can provide Consulting Services to Subscribing Entity to assist with the implementation of Wireless as a Service for configuration of Firewall rules, active directory, network, client and/or applications. This Service will be quoted as an ICB.

Section 3 regarding *Fees* on Page 9 of Service Attachment 2 is replaced in its entirety with the language below.

Fees. The Subscribing Entities will pay all fees specified in an Order hereunder, subject to the Terms of this Agreement. Except as otherwise specified herein or in an Order, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (e.g., the number of Aps) can be increased or decreased during the relevant Order Term, as provided in the Agreement. Subscribing Entities will receive an initial invoice for the prorated month and first full month of service and then invoices will be calculated on the Objects in use based on the Wireless Certification. RF-Works reserves the right to begin invoicing 30 days from the mutually agreed upon installation date of the object(s), even if Subscribing Entity fails to complete required technical tasks. Object subscription fees are based on monthly periods that begin on the subscription start date of the 15th and: therefore, fees for the Object subscriptions added in the middle of a monthly period will have a prorated fee and then be added in full for the next monthly period and the remaining periods unless Object Subscription decreases. Subscribing Entities may extend Terms each time they make an addition to their Object Subscription by submitting an Order in the State's Ordering System. This may decrease the cost per object. No Order may specify a Subscription Term not identified and priced in this Service Attachment. Nor may it cover any billable Services not listed in this Service Attachment.

RF-Works
Service Attachment 2
Amendment 2
Wireless as a Service (WaaS)

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the MCSA, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Section 3 of Service Attachment 2 regarding *Fees and Payments* shall be amended to add the following option as indicated below.

For Subscribing Entities who want to provide a one-time Up-Front Payment, the Service Provider will recalculate the monthly rate to reduce the Monthly Recurring Charge(s) (MRC). The aggregate cost to the Subscribing Entity under this option cannot exceed the aggregate cost as specified in the pricing table in Addendum A. The Up-Front Payment option does not allow the Service Provider to invoice a Subscribing Entity for an entire year of MRC unless it is per the direction of the Subscribing Entity.

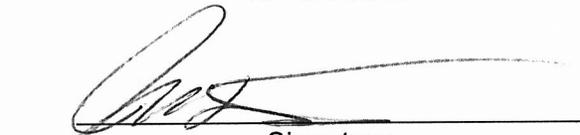
Signature to Follow

**RF-Works
Service Attachment 2
Amendment 2
Wireless as a Service (WaaS)**

In **Witness Whereof**, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

RF-WORKS

**STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES**



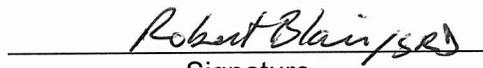
Signature
James Portaro

Printed Name
President

Title
3/28/17

Date
20-0943384

Federal Tax ID



Signature
Robert Blair/srd

Printed Name
DAS Director
Assistant Director/State CIO

Title
4/3/17

Effective Date

RF-Works
Service Attachment 2
Wireless as a Service (WaaS)

Addendum A – Pricing
Revised 4/3/2017

Wireless as a Service - Including Hardware				
AP Count	24 Month Contract	36 Month Contract	48 Month Contract	60 Month Contract
1 - 200	\$107.00	\$98.00	\$89.00	\$80.00
201 - 500	\$87.50	\$80.00	\$72.50	\$65.00
501 - 1,000	\$82.30	\$75.20	\$68.10	\$61.00
1,001 - 5,000	\$77.10	\$70.40	\$63.70	\$57.00
5,001 - 10,000	\$64.10	\$58.40	\$52.70	\$47.00
10,001 +	\$48.50	\$44.00	\$39.50	\$35.00

**Enterprise Access Point Count is accumulative over the contract period by the subscribing entity.*

Wireless as a Service - Existing Hardware				
AP Count	24 Month Contract	36 Month Contract	48 Month Contract	60 Month Contract
1 - 200	\$93.60	\$86.40	\$79.20	\$72.00
201 - 500	\$78.00	\$72.00	\$66.00	\$60.00
501 - 1,000	\$73.84	\$68.16	\$62.48	\$56.80
1,001 - 5,000	\$69.68	\$64.32	\$58.96	\$53.60
5,001 - 10,000	\$59.28	\$54.72	\$50.16	\$45.60
10,001 +	\$46.80	\$43.20	\$39.60	\$36.00

** Enterprise Access Point Count is accumulative over the contract period by the subscribing entity.*

Location-Based Service Add On				
AP Count	24 Month Contract	36 Month Contract	48 Month Contract	60 Month Contract
1 - 200	\$24.00	\$22.00	\$20.00	\$18.00
201 - 500	\$21.00	\$19.00	\$17.00	\$15.00
501 - 1,000	\$18.00	\$17.00	\$13.00	\$11.00
1,001 - 5,000	\$16.00	\$14.00	\$11.00	\$9.00
5,001 - 10,000	\$15.00	\$12.00	\$10.00	\$7.00
10,001 +	\$13.00	\$10.00	\$8.00	\$6.00

**Enterprise Optional Service Count is accumulative over the contracted period by the subscribing entity.*