



Software Test License Agreement

WHEREAS, Company, defined as the party set forth in the signature space below, currently licenses (the "Software License") from NetMotion Wireless, Inc ("NetMotion") the proprietary software identified in the table below (the "Software");

AND WHEREAS, Company desires to have, and NetMotion wishes to grant, a limited license to run the Software, including user manuals and other documentation ("Documentation"), in a non-production, internal test environment (the "Test Software");

NOW THEREFORE, the undersigned parties (the "Parties), for good and valuable consideration received the sufficiency of which is hereby acknowledged, enter into this agreement, dated April 25, 2014(the "Effective Date") as follows

Designated Location(s):		Delivery Date:	1/30/2014
Company Name:	Glendale Police Department	Contact Name:	John Schoenstein
Street Address:	6835 N 57th Dr	Phone:	623 930 2165
City, State ZIP:	Glendale, AZ 85301-3218	Email:	jschoenstein@glendaleaz.com
Parent License	0022533	Maintenance End Date:	7/31/2016

Software	Server Serial#	# of Add Servers	Devices	Features
Mobility		0	10	Analytics, NAC, Policy

- License Grant.** Subject to the terms and conditions of this Agreement and the applicable End User License Agreement ("EULA") which accompanies the Test Software, the terms of which are hereby incorporated herein, NetMotion grants to Company a non-exclusive, non-transferable, fully paid up, limited license (the "Test License") to use the Test Software, and the Documentation for testing purposes in a non-production, internal test environment (hereinafter "Test"). The Test License herein granted does not extend to affiliates or any 3rd party agents, representative, partners, consultants or any other person not employed by the Company. Company may install and use the Test Software only at the Designated Locations identified above within Company.
- Evaluation Period/Term.** NetMotion will provide the Test Software and Documentation to the Company on or about the Delivery Date. The Test License granted hereby shall continue from the Delivery Date for a period not to extend beyond the earlier of (a) the expiration or termination of the Software License, or (b) expiration or termination of the Maintenance Agreement currently in effect between NetMotion and the Company relating to the Software (the "Evaluation Period").
- License Limitations.** Company agrees that the Test Software and Documentation provided shall only be used in internal non-production Tests. Company agrees not to utilize the Software or Documentation in live production environments.
- Ownership and Confidentiality.** Company agrees that all Test Software provided hereunder is the valuable intellectual property of NetMotion, and/or its third party providers. Company acknowledges that it is obtaining no title to or ownership of any of the Test Software, Documentation, third party provider components or other materials licensed or received pursuant to this Agreement, nor of any modifications, customizations, enhancements, and/or changes to the Test Software and Documentation. Company shall not transfer, pledge or disclose to, nor shall Company discuss or share the Test Software and/or Documentation with any other person, firm or entity except to those employees of Company who require knowledge of the Test Software and Documentation in the ordinary course and scope of their employment and who are bound by confidentiality obligations with respect thereto which are at least as restrictive as those stated herein. Company shall exercise the same degree of care to protect the Confidential Information of NetMotion as it uses to protect its own confidential information, but in no case less than reasonable care. All provisions of this paragraph shall survive termination or expiration of this Agreement.
- Charges.** There will be no charge to Company for its use of the Test Software or the Documentation during the Evaluation Period unless Company fails to promptly return said Test Software to NetMotion at the end of the Evaluation Period. Should Company fail to promptly return all Test Software at the end of the Evaluation Period, Company agrees to pay the then current list price within thirty (30) days of notice from NetMotion.
- Termination Rights:** Upon expiration of the Evaluation Period or upon request from NetMotion, Company shall cease and desist all use of the Test Software and Documentation thereto. Said items shall be uninstalled by Company and shall be returned to NetMotion within ten (10) days of the end of said Evaluation Period or request. All full or partial copies of the Test Software and Documentation in Company's possession, or under its control, shall be returned to NetMotion. In the event of loss or damage to said Test Software, Company shall be required to pay for said items as specified in paragraph 5 above.
- Restrictive Legends:** Company agrees not to alter, remove or conceal any copyright, trade secrets, trademarks, patents or other proprietary rights notices of any party that may appear on or within the Software and/or Documentation. Company agrees to reproduce all proprietary rights notices on any copies of the Software and Documentation.
- Priority of Terms:** The Parties acknowledge and agree that Company's rights to download and use the Test Software are subject to the terms of the applicable EULA for the Test Software, the terms of which are incorporated by reference herein. To the extent of any conflict between the terms of the EULA and the terms of this Software Test License, the terms of this Software Test License shall control.

"NetMotion Wireless, Inc."

Signature: [Signature]
 Print Name: Cary Baker
 Title: CFO
 Date: 4/25/14

City of Glendale ("Company")
 Signature: [Signature]
 Print Name: Brenda S. Fischer
 Title: City manager
 Date: 5/5/14

Email to: CustomerService@NetMotionWireless.com or Fax to: 206.691.5501, Attn: Customer Service

[Signature]
 City Attorney

ATTEST:
[Signature]
 City Clerk

ADDENDUM

The City of Glendale, Arizona (“City”) and NetMotion Wireless, Inc. (“Contractor”) further agree as follows:

I. Conflicts. The **Software Test License Agreement** (the “Agreement”) between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes (“A.R.S.”) § 38-511.

II. Immigration Law Compliance.

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**.
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor’s warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

III. Governing Law. The Agreement will be governed by the laws of the State of Arizona, and venue for any legal action brought relating to the Agreement is proper only in Maricopa County, Arizona.

IV. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum.

V. Addendum and Agreement Conflict. In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

CBM
Contractor

B. Brakes
City

4/15/14
Date

5/5/14
Date

ATTEST:
[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney