AirDefense Services Platform 9.1.3
Appliance Installation Guide

1   Introduction

The AirDefense Services Platform (ADSP) appliance is a true plug-and-play system with a hardened operating system, optimized database, automated database maintenance, and all application software included. The ADSP appliance provides a scalable, secure, and manageable solution for enterprises to deploy in a single office or corporate campus. As an appliance, ADSP does not require an enterprise to buy, install, configure, lockdown, and support a server, operating system, and database. A true appliance comes ready with the application and all supporting software pre-loaded.

1.1   Document Conventions

The following graphical alerts are used in this document to indicate notable situations:

NOTE   Tips, hints, or special requirements that you should take note of.

CAUTION   Care is required. Disregarding a caution can result in data loss or equipment malfunction.

WARNING!   Indicates a condition or procedure that could result in personal injury or equipment damage.

1.2   Warnings

- Read all installation instructions and site survey reports, and verify correct equipment installation before connecting the appliance to its power source.
- Remove jewelry and watches before installing this equipment.
- Verify that the unit is grounded before connecting it to the power source.
- Verify that any device connected to this unit is properly wired and grounded.
- Connect all power cords to a properly wired and grounded electrical circuit.
- Verify that the electrical circuits have appropriate overload protection.
- Attach only approved power cords to the device.

- Verify that the power connector and socket are accessible at all times during the operation of the equipment.
- Do not work with power circuits in dimly lit spaces.
- Do not install this equipment or work with its power circuits during thunderstorms or other weather conditions that could cause a power surge.
- Verify there is adequate ventilation around the device, and that ambient temperatures meet equipment operation specifications.

2   Site Preparation

- Consult your site survey and network analysis reports to determine specific equipment placement, power drops, and so on.
- Assign installation responsibility to the appropriate personnel.
- Identify and document where all installed components are located.
- Provide a sufficient number of power drops for your equipment.
- Ensure adequate, dust-free ventilation to all installed equipment.
- Identify and prepare Ethernet and console port connections.
- Verify that cable lengths are within the maximum allowable distances for optimal signal transmission.

3   System Requirements

3.1   Supported Appliances

- Models NX9500/951
- Model SV-4250
- Models SV-3650/3652
- Models SV-1250/1252

3.2   Supported Legacy Appliances

- ADSP 9.0.x and later do not support legacy appliances without 64-bit OS support. If you have a 32-bit server you cannot upgrade beyond version 8.1.3.
- ADSP 9.1.x and later do not support legacy appliances without 2GB of RAM or greater. If you have a 1GB server you cannot upgrade beyond version 9.0.3.

3.3   Supported Access Points

- AP 6511
- APs 621, 6521
- APs 622, 6522, 6562
- APs 650, 6532
- APs 7131, 7161, 7181
- APs 7522, AP 7532, 7562
- APs 7652 (standalone)
- APs 8122, 8132, 8163
- APs 8232 (with 3rd radio sensor module only)
- TW511

3.4   Browsers

- Firefox 32 and higher
- Internet Explorer 8 and higher
- Google Chrome 37 and higher

3.5   Operating Systems

- Windows 7
- Linux
- Mac (Thin Client Applications Only)

3.6   Virtual Platforms

ADSP can be run as a Virtual Machine (VM) on a server that supports the following virtual platforms:

- Xen - Hypervisor 4.1.x
- VMWare - vSphere 5.0 (ESXi)
- Xen Cloud Platform (XCP)

4   Getting Started

4.1   Pre-installation Checklist

4.1.1   Location & Equipment

- Appliance and box contents
- Standard, grounded 100-240 VAC 50/60 Hz connection
- UPS (uninterruptible power supply)
- Keyboard and monitor
- Standard 19-inch rack (1U height) with mounting rails.

4.1.2   Appliance Requirements

- ADSP License—located in the shipping email and attachment from AirDefense
- IP address, subnet mask, FQDN, or domain name of any devices you want to use in a SSH connection to the appliance
- Decide whether to specify time settings or use an NTP server. If you want to use an NTP server, you need the IP or FQDN of the server.

4.1.3   Network Information

- IP address, subnet mask, default gateway to use for the appliance
- DNS Servers
- Mail Relay
- IP Address (of the System the Admin uses).

4.1.4   Network Access Requirements

- TCP 443 (https)—used when sensors connect to the ADSP appliance.
- TCP 8543—default, used for remote access via the web browser.
- TCP 22—used for SSH (protocol 2 only) access for occasional administrative tasks.

4.1.5   Sensor Information

Assign an IP address, subnet mask, and default gateway to each sensor.

4.1.6   Cautionary Statements

⚠	**CAUTION**	AirDefense highly recommends that you change all passwords at your earliest opportunity.
⚠	**CAUTION**	There are no user-serviceable components inside the ADSP appliance. Opening the chassis will void the warranty.
⚠	**CAUTION**	The recommended ambient operating temperature of the ADSP appliance is 10ºC - 35ºC (50ºF - 95ºF). Installation in a closed or multi-rack assembly may raise the immediate ambient temperature above the average room temperature. Exercise due caution.
⚠	**CAUTION**	Provide adequate spacing above, below, and behind the ADSP appliance, to allow proper air flow, and to prevent excessive heat buildup.
⚠	**CAUTION**	Use only industry-standard mounting kits when installing the ADSP appliance, as improper mounting may result in hardware failure and hazardous conditions.
⚠	**CAUTION**	Ensure that the electrical circuit through which the ADSP appliance is powered can safely accommodate a 250 Watt power supply for the Model 125x/ 365x appliance or a 500 Watt power supply for the Model 4250 appliance.
⚠	**CAUTION**	AirDefense highly recommends that you connect the ADSP appliance to a UPS (uninterruptible power supply). There are instances in which the system software could become corrupt and un-recoverable in the event of power loss, for example, during a system upgrade, database backup, or database restore operation.
⚠	**CAUTION**	There is a risk of explosion if battery is replaced by an incorrect type. Dispose of used batteries according to the instructions.

4.2   Installation Steps

This section provides instructions for installing the ADSP appliance, accessing the Graphical User Interface (GUI), and performing the initial appliance configuration using the System Setup Wizard. Installing the ADSP appliance is an seven step process. The installation steps are as follows:

1   Install the ADSP appliance in rack and power up.

2   Install the ISO Image.

3   Launch the Command Line Interface (ADSPadmin).

4   Install the ADSP Toolkit.

5   Access the ADSP GUI.

5 Install Appliance

5.1 Safety Instructions for Rack Mount Installations

The following safety precautions shall be adhered to when mounting appliances into a rack:

- Elevated Operating Ambient—If you are installing an appliance in a closed or multi-unit rack assembly, the operating ambient temperature of the rack environment may be greater than the room ambient. Install the appliance in an environment compatible with the maximum ambient temperature (Tma) specified by the manufacturer.
- Air Flow—Allow for the proper amount of air flow required for safe operation of the equipment.
- Mechanical Loading—Mount the appliance evenly in the rack. Be sure that no hazardous condition is present due to uneven mechanical loading.
- Circuit Overloading—When connecting appliances to the supply circuit, be sure to protect the appliance and supply wiring in case of circuit overload. Consider the equipment nameplate ratings when addressing this concern.
- Reliable Earthing—Maintain reliable earthing of rack-mounted appliances. Give particular attention to supply connections other than direct connections to the branch circuit (e.g., use of power strips).

5.2 Install Appliance in Rack

The first step in deploying the AirDefense Services Platform is to physically install the appliance in a rack and connect the cables.

|	**NOTE**	The handles in front of the unit are intended only for sliding it in and out of the rack. The handles are not to be used for carrying the appliance.
✓		

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1 Install the ADSP appliance in an equipment rack using the rails provided.
(For 1U Appliance, see detailed instructions included in each rail kit box.)

a. Assemble Inner Rail to Chassis

   i. Release inner rail by pressing the latch.

   ii. Fasten the inner rail to chassis by using M4 screws.

b. Mount Outer Rails to Rack Posts

      i.   Use black screws and washer to mount front and rear extension brackets to outer rail. Do not tighten as to allow adjustment.

      ii.   Mount the outer rail to the rack posts using M5 screws. If the posts do not have threads, you can mount using the L shaped M5 threaded bracket. Sandwich the outer rail between the post and the bracket. After the outer rails are mounted, tighten the black screws.

c. Insert the Chassis into the Cabinet

      i.   Align inner and outer rail then push the chassis in. Push the latch to allow full insertion of chassis complete.

For 2U Appliance (see detailed instructions included in each rail kit box)

a. Disassemble the slide rail by pushing down hook to separate.

b. Fasten 8 screws to fix inner rails on chassis.

c. Fasten L shape and out piece of rail together.

d. Mount L shape and external rail to rack frame.

e. Insert chassis to frame.

2   Connect the ADSP appliance to the network using the 10/100 LAN port on the back panel. (See the next section for more information.)

3   For first-time installation, set up the ADSP appliance locally. Connect the keyboard and monitor to the ADSP appliance using the video and keyboard ports on the back panel.
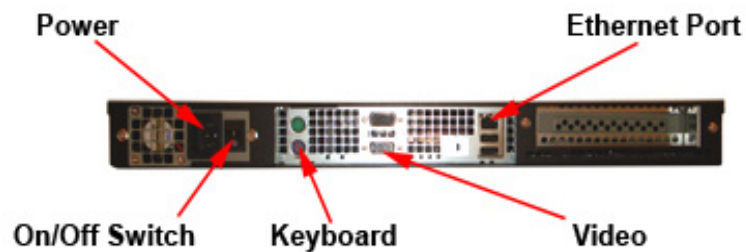
Model 1250 / Model 3650 Appliance (Rear View)
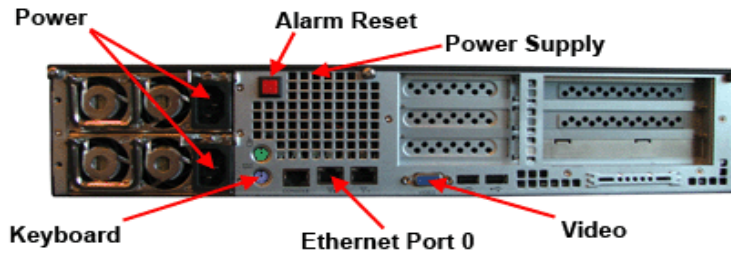
Model 4250 Appliance (Rear View)

Which Ethernet port do I use for appliance network connectivity?

You can use any Ethernet port for appliance network connectivity. However, once you license the appliance, you cannot switch Ethernet ports. The applied license is attached to the MAC address of the Ethernet port.

Special Instructions for Model NX95x0

The NX95x0 controllers require special instructions for hardware installation. Please refer to the NX95x0 Wireless Controller Installation Guide available at the following URL:

www.zebra.com/support

5.3 Power up Appliance

For the Model 125x / Model 365x appliances, you must first press the On/Off switch at the rear of the appliance to the On (1) position. (See previous rear view appliance graphics.) Then, press the Power On button (green LCD check button) for 2 seconds.

✓	**NOTE** The Model 4250 appliance does not have a rear On/Off switch.

| ✓ | **NOTE** | When the power cord is connected for the first time, it takes some time to charge all capacitors and it may take some time before the LCD switch on front panel becomes responsive. Please wait 10-15 seconds when first connecting the power cord, then press and hold the On button for approximately 5 seconds if the appliance doesn't power up immediately. |

Model 1250 / Model 3650 Appliance (Front View)

Model 4250 Appliance (Front View)

| ✓ | **NOTE** | The 2U has a redundant Power Supply and if only one Power Supply is working or plugged in, the alarm will sound. You can reset the power supply alarm by pressing the red button on the back of the appliance. |

> ✓ **NOTE** The red LCD X button is the **Power Off** button. Press this button for four seconds to power down the system.

> ✓ **NOTE** Press and hold the green LCD check button for four seconds or more to restart appliance.

6   Install ISO Image

Install ADSP 9.1.3 by installing the ISO image.

6.1   DVD Installation

1   Insert the bootable DVD with 9.1.3-10 ISO image.

2   The system boots up with a prompt: type **yes**.

3   The system prompts with two options: retain the present configuration, or use the default configuration.Select the option that works best for you and press **<Enter>**.

The installation procedure starts and completes with no more prompts.

6.2   USB Installation

1   Insert the bootable USB with 9.1.3-10 ISO image.

2   The system boots up with a prompt: type **yesusb** or **yesusb2**.

3   The system prompts with two options: retain the present configuration, or use the default configuration.Select the option that works best for you and press **<Enter>**.

The installation procedure starts and completes with no more prompts.

6.3   ISO Image Upgrade

You can upgrade an ISO installation from 9.1.2-17/9.1.2-17a6 to 9.1.3-10.tar.

7   Launch the Command Line Interface (ADSPadmin)

You must use the appliance's Command Line Interface (CLI) to configure two initial settings:

* Time settings
* IP settings.

You can configure other activities from the GUI. To launch the CLI, you must have the following information available:

* The default user name and password for your system.
* The ADSP appliance IP address.

You can connect to the CLI in one of two ways: connect a monitor and keyboard directly to the appliance, or use SSH protocol 2 to access the CLI remotely.

7.1   Access CLI Remotely

To launch the command line remotely using the SSH protocol 2, follow these steps:

1   Launch your SSH client and connect to the ADSP appliance's IP address. See the following example:

```
NAME
     ssh -- OpenSSH SSH client (remote login program)

SYNOPSIS
     ssh [-1246AaCfgkMNnqsTtVvXxY] [-b bind_address] [-c cipher_spec] [-D
     [bind_address:]port] [-e escape_char] [-F configfile]
     [-i identity_file] [-L  [bind_address:]port:host:hostport]
     [-l login_name] [-m mac_spec] [-O ctl_cmd] [-o option] [-p port] [-R
     [bind_address:]port:host:hostport] [-S ctl_path]
     [-w local_tun[:remote_tun]] [user@]hostname [command]

DESCRIPTION
     ssh (SSH client) is a program for logging into a remote machine and for
     executing commands on a remote machine.  It is intended to replace rlogin
     and rsh, and provide secure encrypted communications between two
     untrusted hosts over an insecure network.  X11 connections and arbitrary
     TCP ports can also be forwarded over the secure channel.
```

| ✓ | **NOTE** | You must have a client that supports SSH protocol 2 installed on the remote workstation used to connect to the ADSP appliance. If you attempt to use SSH protocol 1, you will receive a protocol error message in **syslog**. |

7.2   Access CLI Directly

To access the CLI, follow these steps:

1   Turn on power to the ADSP appliance. The ADSP appliance boots up and a CLI login prompt displays.

2   Type the default CLI user name (**smxmgr**), and then press **<Enter>**.

3   Type the default CLI user password (**smxmgr**), and then press **<Enter>**. The ADSPadmin main screen displays.

The CLI contains a set of administrative utilities, called ADSPadmin utilities, which are organized into four program areas: Manage, Dbase, Software, and Configuration.

Go to the next step: Configure Time Settings.

7.3   Configure Time Settings (TZ and Time)

To configure time settings for your ADSP appliance, you can either:

•   Specify the time zone and time.
•   Specify an NTP server.

> ⚠ **CAUTION**   Changing the time settings later, after AirDefense accumulates data, can have an adverse effect on the integral state, time, and event associations that are essential to accurate data reporting.

7.3.1   Alternative A: Specify the time zone and time

1   Type **tz** at the prompt, and then press **<Enter>**. The Time Zone screen displays a list of global regions.

2   Type the number that corresponds to your region name, and then press **<Enter>**. A message displays to confirm your selection. You are also alerted that committing to this change will reboot your system when you exit ADSPadmin.

3   Type **yes** to save your changes, and then press **<Enter>**.

4   Type **time** at the prompt, and then press <**Enter**>. The CLI displays the current settings for date and time.

5   Type the date in *MMDDYYYY* format, and then press <**Enter**>. Do not use colons or forward slashes.

6   Type the time in 24-hour *HHMM* or *HHMMSS* format, and then press <**Enter**>.

7   Type **yes** to save your changes, and then press <**Enter**>.The **Config** screen displays.Do not exit **ADSPadmin**. This will cause the system to reboot.

7.3.2   Alternative B: Specify an NTP Server

1   Type **ntp** at the prompt, and then press <**Enter**>. The NTP screen displays, indicating whether NTP is currently enabled.

2   Type **e** to enable NTP, and then press <**Enter**>.

3   Type the IP address or Fully Qualified Domain Name of the NTP server you want this appliance to use, and then press <**Enter**>.

4   Type **yes** to save your changes, and then press <**Enter**>. Do not exit from **ADSPadmin**.This will cause the system to reboot.

Go to the next step: Configure the IP Address.

7.4   Configure IP Address

Set the IP address, subnet mask, and gateway of the ADSP appliance. DHCP is enabled by default.

1   At the command prompt on the **ADSPadmin** main screen, type **c**, and then press <**Enter**>. The **Config** screen displays.

2 Type **IP** at the prompt, and then press **<Enter>**. The IP address config screen displays. The screen displays the current network configuration.

```
Current IP configuration...
configured for DHCP (No info received from DHCP server)
        Enter new IP address of this system
        format: 172.16.9.192 or "DHCP"
        (<CR> to accept current value)
                -> 172.16.1.27


        Enter subnet mask
                -> 255.255.0.0


        Enter Gateway
                -> 172.16.0.22


New IP configuration
 IP address 172.16.1.27
 Subnet mask 255.255.0.0
 Gateway 172.16.0.22


 Note that committing these changes
 will reboot the system upon exit of ADSPadmin!!!


Commit these changes? (yes/no): _
```

3 Type a new IP address, and then press **<Enter>**.

4 Type a new subnet mask, and then press **<Enter>**.

5 Type a new gateway address, and then press **<Enter>**.

6 Type yes to save these settings, and then press **<Enter>**.

7 Type q and then press **<Enter>** to return to the **Config** screen.

8 Type q again and then press **<Enter>** to return to the **ADSPadmin** main screen.

9 From the **ADSPadmin** main screen, type **q** and then press **<Enter>**.

10 The ADSP appliance will automatically reboot. It will take 1 to 5 minutes to shutdown.

Go to the next step: Install the ADSP Toolkit.
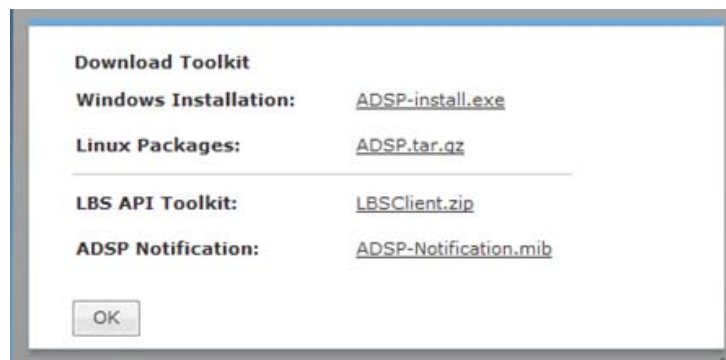
8   Install the ADSP Toolkit

Before launching ADSP, you must install the toolkit. The toolkit is required to run many standalone ADSP features. If you attempt to access a standalone feature and the toolkit is not installed, you are prompted to install it. You must access the ADSP login page to install the toolkit. Follow these steps:

1 Launch your Web browser.

2 Type the IP address or URL you assigned to the computer hosting ADSP.
Example:https://<appliance_ip_address>:8543
https://<appliance_name>:8543

The login page displays:
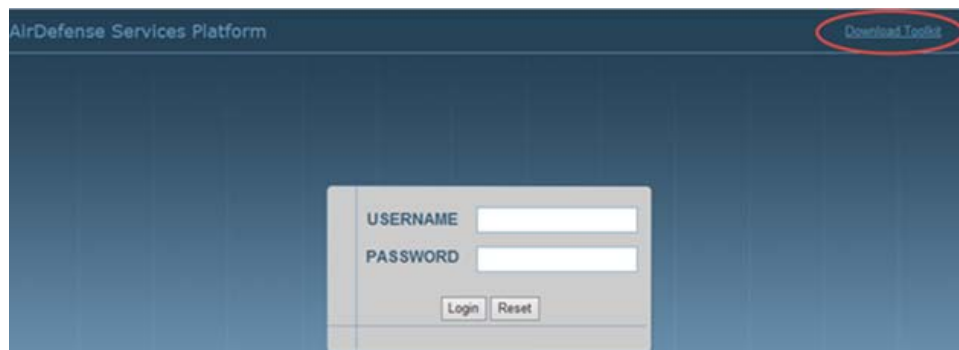
**3** Click the Downloads link in the top right-hand corner of the login page. The following window displays. Click the desired link to download the ADSP Toolkit.
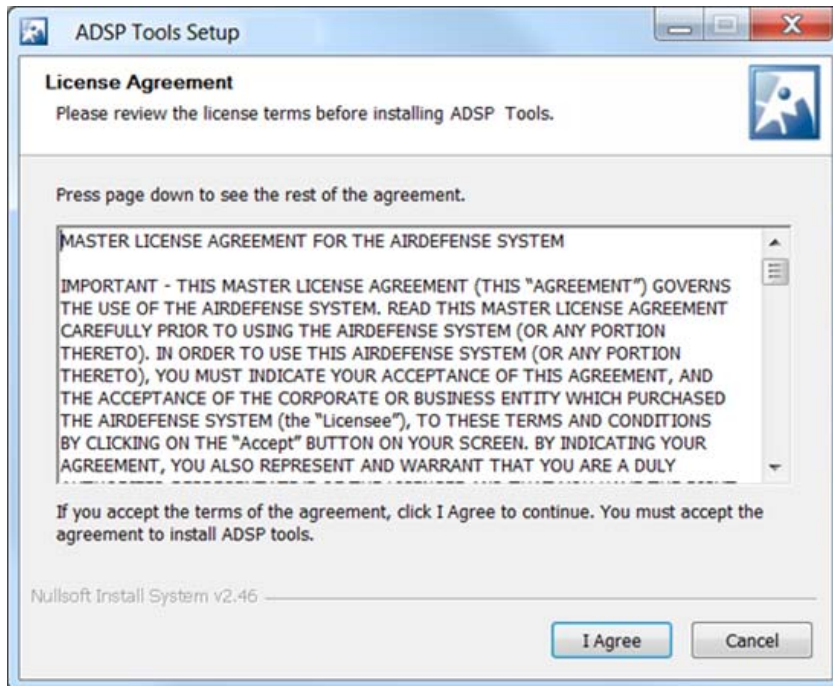
8.1   For Windows Installation

1   Click ADSP-install.exe. A Security Warning window displays.

2   Click Run to install the ADSP Toolkit. A Download Status window displays. Then, another Security Warning window displays.
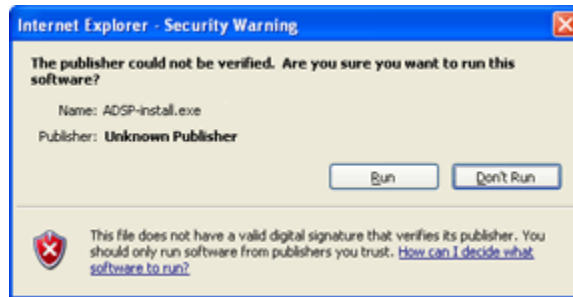
3   Click Run to verify you want to install the application. A License Agreement displays.

4 Read the License Agreement and then click I Agree. The following window displays prompting you to choose an installation location.
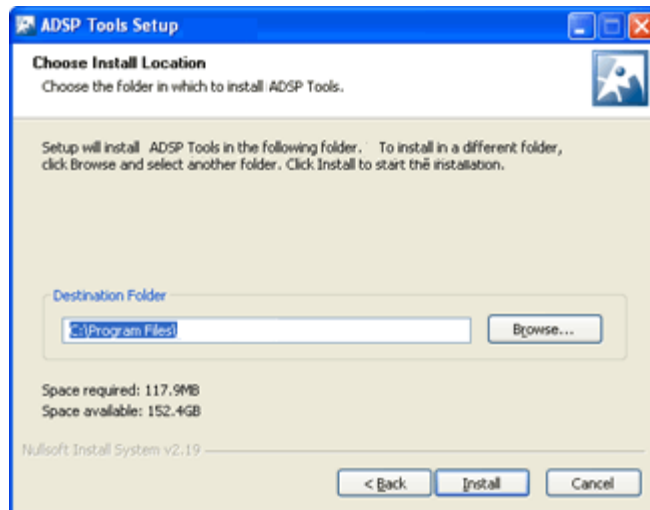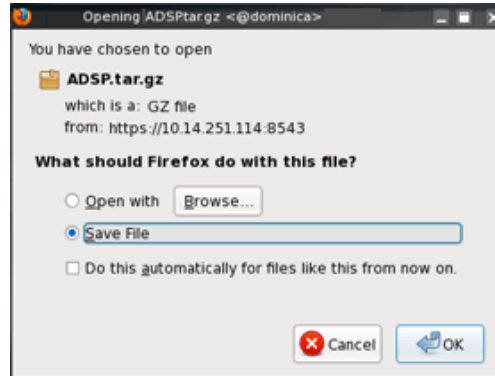

5 Accept the default location or browse to another location, and then click Install.

6 An Installation Status window displays. Then, the Complete Installation window displays.
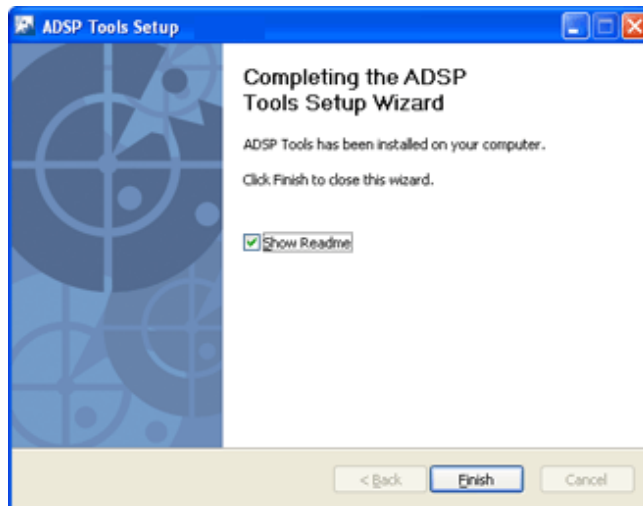
7 Click Finish.

8.2   For Linux Installation

1   Click **ADSP.tar.gz**. A dialog window displays prompting you to open or save the file.

2   Save the file to a directory on your Linux system.

Unpack **ADSP.tar.gz** using the following command: `tar xzvf ADSP.tar.gz`

The unpacked files are placed in the ADSP installation directory. When you attempt to access an ADSP application that is part of the toolkit, your browser will prompt you on what to do with the file `adeapp.adx`. Select **Open with** and specify **adsp**. Make sure the **Do this automatically for files like this from now on** checkbox is checked, and then click **OK**.
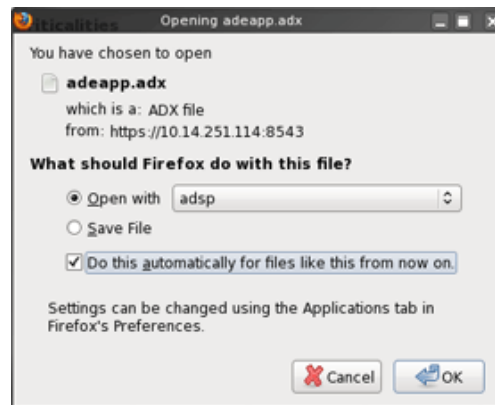
Now, when you attempt to open an ADSP application that is part of the toolkit, it will open automatically.

Go to the next step: Access the ADSP GUI.

9   Access ADSP GUI

1   In your web browser, click Return to Login to access the login page.

2   In the Username field of the login screen, enter **admin**.

3   In the Password field of the login screen, enter the password **admin123**. This is the default password for the admin user. You should change this password as soon as possible. The Master License Agreement displays.

4   Click Accept to accept the license agreement. The following screen displays.
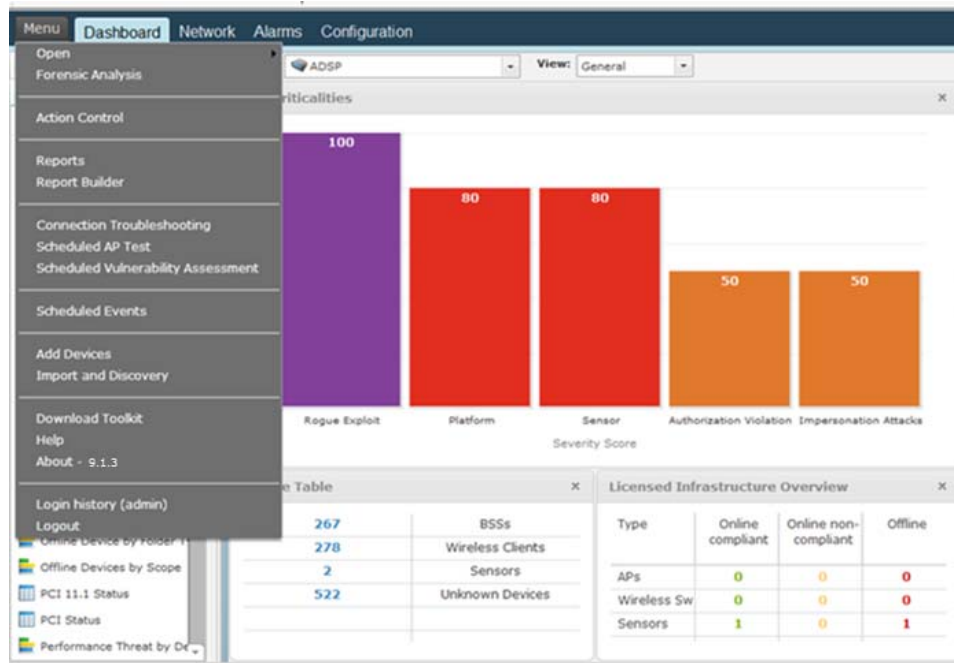
You now have access to the AirDefense Services Platform.

10 Regulatory Information

This device is approved under Symbol, a Zebra Technologies, Inc., company. This regulatory section applies to the *AirDefense Services Platform* (ADSP) appliances.

This guide applies to the following model numbers: SV-1250, SV-1252, SV-3650, SV-3652, 4250.

All Zebra devices are designed to be compliant with rules and regulations in locations they are sold and will be labeled as required.

Local language translations are available at the following Website: *www.zebra.com/support.*

Any changes or modifications to Zebra equipment, not expressly approved by Zebra Technologies, could void the user's authority to operate the equipment.

CAUTION   Operation of the device without regulatory approval is illegal.

WARNING!   This product is designed and approved for in-building installation only and is not intended to be connected to exposed (outside plant) networks.

Laser Devices—DVD/CD Rewritable Drive

Complies with 21CFR1040.10 and 1040.11 except for deviations pursuant to Laser Notice No. 50, dated June 24, 2007 and IEC 60825-1 (Ed. 2.0), EN 60825-1: 2007.

The laser classification is marked on the device. Class 1 Laser devices are not considered to be hazardous when used for their intended purpose. The following statement is required to comply with US and international regulations:

Use of controls, adjustments or performance of procedures other than those specified herein may result in hazardous laser light exposure.

Radio Frequency Interference Requirements - FCC

This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

Radio Frequency Interference Requirements - Canada

This Class A digital apparatus complies with Canadian ICES-003.

Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada.

$C\,E$	Marking and European Economic Area (EEA)

⚠	**WARNING!**	This is a class A product. In a domestic environment, this product may cause radio interference in which case the user may be required to take adequate measures.

Statement of Compliance

The AirDefense Services Platform hereby declares that this device is in compliance with all the applicable Directives, 2004/108/EC, 2006/95/EC. A Declaration of Conformity may obtained from the following Website: *www.zebra.com/doc*.

Korea Warning Statement for Class A ITE

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Class	User's Guide
Class A (Broadcasting Communication Device for Office Use)	This device obtained EMC registration for office use (Class A), and it is intended to use in other than home area. Sellers or users need to take note of this.

Waste Electrical and Electronic Equipment (WEEE)

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Français: Clients de l'Union Européenne: Tous les produits en fin de cycle de vie doivent être retournés à Zebra Technologies, Inc. pour recyclage. Pour de plus amples informations sur le retour de produits, consultez: *www.zebra.com/weee*.

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Nederlands: Voor klanten in de EU: alle producten dienen aan het einde van hun levensduur naar Zebra Technologies, Inc. te worden teruggezonden voor recycling. Raadpleeg *www.zebra.com/weee* voor meer informatie over het terugzenden van producten.

Polski: Klienci z obszaru Unii Europejskiej: Produkty wycofane z eksploatacji nale¿y zwróciæ do firmy Zebra Technologies, Inc. w celu ich utylizacji. Informacje na temat zwrotu produktów znajduj¹ siê na stronie internetowej *www.zebra.com/weee*.

Čeština: Pro zákazníky z EU: Všechny produkty je nutné po skonèení jejich životnosti vrátit spoleènosti Zebra Technologies, Inc. k recyklaci. Informace o zpùsobu vrácení produktu najdete na webové stránce: *www.zebra.com/weee*.

Eesti: EL klientidele: kõik tooted tuleb nende eluea lõppedes tagastada taaskasutamise eesmärgil Zebra Technologies, Inc. Lisainformatsiooni saamiseks toote tagastamise kohta külastage palun aadressi: *www.zebra.com/weee*.

Magyar: Az EU-ban vásárlóknak: Minden tönkrement terméket a Zebra Technologies, Inc. vállalathoz kell eljuttatni újrahasznosítás céljából. A termék visszajuttatásának módjával kapcsolatos tudnivalókért látogasson el a *www.zebra.com/weee*.

11   Part Numbers, Support, and Sales

11.1   Part Numbers

Description	Part Number
Model 1250 Appliance	SV-1250-P-1
Model 1252 Appliance	SV-1252-P-1
Model 3650 Appliance	SV-3650-P-1
Model 3652 Appliance	SV-3652-P-1
Model 4250 Appliance	SV-4250-P-1
Model 1250 Backup Appliance	BKSV-1250-P-1
Model 1252 Backup Appliance	SV-1252-BK-1
Model 3650 Backup Appliance	BKSV-3650-P-1
Model 3652 Backup Appliance	SV-3652-BK-1
Model 4250 Backup Appliance	BKSV-4250-P-1

11.2   Support and Sales

11.2.1   Customer Support Center

If you have a problem with your equipment, contact Support for your region. Support and issue resolution is provided for products under warranty or that are covered by a services agreement. Contact Support Central at:

• North America – 1-800-722-6234
• International - +1-631-738-5200

When contacting support, please provide the following information:

• Serial number of the unit
• Model number or product name
• Software type and version number.

The Customer Support Center responds to calls by email or telephone within the time limits set forth in support agreements. If you purchased your business product from a business partner, contact that business partner for support.

11.2.2   Customer Support Website

The Support Website, located at *www.zebra.com/support,* provides information and online assistance including developer tools, software downloads, product manuals, support contact information and online repair requests.

11.2.3   Customer Manuals

www.zebra.com/support

12   Master License Agreement for the AirDefense Services Platform

IMPORTANT - THIS MASTER LICENSE AGREEMENT (THIS "AGREEMENT") GOVERNS THE USE OF THE AIRDEFENSE SYSTEM. READ THIS MASTER LICENSE AGREEMENT CAREFULLY PRIOR TO USING THE AIRDEFENSE SYSTEM (OR ANY PORTION THERETO). IN ORDER TO USE THIS AIRDEFENSE SYSTEM (OR ANY PORTION THERETO), YOU MUST INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT, AND THE ACCEPTANCE OF THE CORPORATE OR BUSINESS ENTITY WHICH PURCHASED THE AIRDEFENSE SYSTEM (the "Licensee"), TO THESE TERMS AND CONDITIONS BY CLICKING ON THE "Accept" BUTTON ON YOUR SCREEN. BY INDICATING YOUR AGREEMENT, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE A DULY AUTHORIZED REPRESENTATIVE OF THE LICENSEE AND THAT YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON ITS BEHALF. By using the AirDefense System, Licensee expressly agrees with AirDefense, Inc., a Georgia corporation ("AirDefense"), to be bound by all of the terms and conditions of this Agreement. If Licensee does not agree with any of the terms or conditions of this Agreement, Licensee is not authorized to use the AirDefense System (or any part thereto) for any purpose whatsoever; please immediately cease use and contact AirDefense immediately. Please print a copy of this Agreement for Licensee's records.

1   Definitions.

a   "Documentation" means AirDefense published specifications and "online" or electronic documentation related to the Software.

b   "Hardware" means AirDefense remote sensors or appliances.

c   "Products" mean any Hardware, Software, or Third Party Vendor Items provided by AirDefense under this Agreement.

d   "Software" means computer programs in object code form or firmware which is owned or licensed by AirDefense, and is copyrighted and licensed, not sold. Software consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings or pictures) and related licensed materials including all whole or partial copies.

e   "Third Party Vendor Item" includes "Third Party Hardware" and "Third Party Software" and means any non-AirDefense hardware and/or software supplied or used by the Licensee under this Agreement.

2   General.

Subject to the provisions of this Agreement and the payment of applicable license fees, AirDefense grants Licensee a non-exclusive, non-transferable, non-assignable license to use a copy

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3   <u>**Term**</u>.

The License of the Products (and each part thereof) and Documentation is effective upon effectiveness of this Agreement and will continue in effect until terminated: (i) by Licensee at any time by notifying AirDefense in writing; (ii) automatically and immediately upon Licensee's breach of any material term or condition of this Agreement which is not corrected within ten (10) days following the breach; or (iii) automatically upon Licensee's failure to make any payment due to AirDefense under any agreement to do so within ten (10) days of receipt of written notice that the amount is past due. In the event of termination, Licensee must return the Products to AirDefense and destroy all copies of the Software and Documentation.

4   <u>**Copyright**</u>.

The Software and Documentation are owned by AirDefense or its suppliers and are protected by United States and other applicable copyright and other laws. Therefore, Licensee may not copy (except as otherwise expressly permitted by this Agreement or by applicable copyright law) the Software or Documentation. Except as expressly permitted by this Agreement or required under applicable law, Licensee may not modify, adapt, translate, decompile, disassemble, or reverse engineer the Software in any manner; Licensee may not merge or embed the Software into any other computer program or work; Licensee may not create derivative works of the Software or the Documentation; and Licensee may not use the Software on any computer hardware except the AirDefense Hardware on which it is installed.

5   <u>**Specific Restrictions**</u>.

Licensee may not remove or alter AirDefense's or its suppliers' copyright notices and other intellectual property rights notices included in the Products or Documentation.

6   <u>**Government Use**</u>.

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Government's rights with respect to such Software or Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and its successor regulations and/or DFARS § 227.7202-1(a) and its successor regulations, as applicable.

7   Warranty.

AirDefense warrants that the Software licensed and Hardware provided in accordance with this Agreement shall function substantially in conformance with their published specifications and that the Hardware shall be free from material defects in workmanship and material provided the Software and Hardware remain unmodified and is operated under normal and proper use; each for a period of three (3) months following the date of shipment by AirDefense to Licensee.
In the event of a warranty claim, Licensee will comply with the provisions of this Agreement regarding the return of the Products to AirDefense. The exclusive remedy of Licensee against AirDefense for a breach of the foregoing warranty and AirDefense's sole obligation is the correction, repair or replacement of the Product. AirDefense shall have no liability for defects resulting from actions attributable the Licensee.

Computer Hardware Returns. Licensee may return defective Hardware to AirDefense under claim of warranty provided that Licensee first requests and obtains from AirDefense a Return Materials Authorization (RMA) number. The issuance of an RMA shall not be deemed an admission that the Hardware is defective. AirDefense shall repair or replace defective Hardware within twenty (20) business days of receipt of the Hardware shipped to the attention of AirDefense's RMA department bearing a valid RMA number. There shall be no charge to Licensee for repair to or replacement of any defective Hardware written notice of which is received by AirDefense within the warranty period set forth in this section. Licensee will pay all costs of shipping and insurance for the return of the Products to AirDefense, and AirDefense will pay all costs of shipping and insurance for the return of the Products from AirDefense to Licensee. Defective Hardware is defined as a Product that does not perform as warranted during the applicable warranty period as provided in this Section 7.

8   Limitation of Warranties.

Licensee assumes responsibility for the selection of the Products to achieve Licensee's intended results and for the installation and use of, and the results obtained from, the Products. Neither AirDefense nor any of its suppliers warrants that the functions or features contained in the Products will meet Licensee's requirements or that the operation of the Products will be uninterrupted or error free.

EXCEPT AS PROVIDED HEREIN, THE PRODUCTS ARE BEING PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. AIRDEFENSE AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO NON-INFRINGEMENT RELATED TO THE PRODUCTS PROVIDED HEREUNDER. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9   <u>Limitation Remedies and Damages</u>.

The remedies provided in this Agreement are the sole and exclusive remedies available to Licensee for any breach to which such remedy pertains. The aggregate liability of AirDefense to Licensee for any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (each a "Loss" and collectively, "Losses") resulting from any claim, suit, action, or proceeding arising out of or related to this Agreement for all claims of every kind and nature that arise or accrue, regardless of the form of action that imposes liability, whether in contract, indemnity, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate, the amount actually paid by Licensee for the Products purchased pursuant to a specific purchase order out of which the Loss arises. In any event AirDefense shall have no liability for any Loss arising (x) after the expiration of twelve (12) months from the date of the purchase order for the Products out of which the Loss arises or (y) upon termination of this Agreement or any support services agreement between AirDefense and Licensee. IN NO EVENT SHALL AIRDEFENSE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE ALL OR PART OF THE PRODUCTS OR THE PROVIDING OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF AIRDEFENSE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF LICENSEE'S PRODUCTS INCLUDES THE AIRTERMINATION FEATURE, AIRDEFENSE SHALL NOT BE LIABLE WITH RESPECT TO ANY FIRST- OR THIRD-PARTY CLAIMS, LOSSES AND EXPENSES WHATSOEVER RELATED THERETO AND LICENSEE SHALL INDEMNIFY AIRDEFENSE AND HOLD AIRDEFENSE HARMLESS FROM ALL SUCH CLAIMS, LOSSES AND EXPENSES RELATED THERETO. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10   <u>Taxes</u>.

Licensee agrees to be responsible for and to pay, or to reimburse AirDefense on written request if AirDefense is required to pay or collect, any sales, use, or other tax (excluding any tax that is based solely on AirDefense's net income), duty, or other charge of any kind or nature that is levied or imposed by any governmental authority on Licensee's purchase/license of the Products, this Agreement or Licensee's use of the Products or Documentation.

11   <u>Export Restrictions</u>. THIS AGREEMENT IS SUBJECT TO ALL LAWS, REGULATIONS, ORDERS OR OTHER RESTRICTIONS WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON THE EXPORT OF THE PRODUCTS OR COMPONENTS THEREOF OR OF INFORMATION ABOUT THE AIRDEFENSE PRODUCTS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, LICENSEE SHALL NOT EXPORT OR RE-EXPORT, DIRECTLY OR INDIRECTLY, THE PRODUCTS, THE SOFTWARE, OR THE DOCUMENTATION OR ANY AIRDEFENSE PRODUCT (OR COMPONENT THEREOF) OR PROPRIETARY INFORMATION PERTAINING THERETO TO ANY COUNTRY TO WHICH SUCH EXPORT OR RE-EXPORT IS RESTRICTED OR PROHIBITED, OR AS TO WHICH SUCH

GOVERNMENT OR ANY AGENCY THEREOF REQUIRES AN EXPORT LICENSE OR OTHER GOVERNMENTAL APPROVAL AT THE TIME OF EXPORT OR RE-EXPORT WITHOUT FIRST OBTAINING SUCH LICENSE OR APPROVAL. ADDITIONALLY, LICENSEE AGREES TO COMPLY WITH ALL LAWS, REGULATIONS, ORDERS OR OTHER RESTRICTIONS WHICH MAY BE IMPOSED BY ANY GOVERNMENTAL AUTHORITY WHICH HAS JURISDICTION OVER LICENSEE'S USE OF THE PRODUCTS, SOFTWARE OR DOCUMENTATION OR ANY AIRDEFENSE PRODUCT (OR COMPONENT THEREOF) OR PROPRIETARY INFORMATION PERTAINING THERETO.

12 **Purchases from Resellers.** LICENSEE UNDERSTANDS THAT IF LICENSEE PURCHASED THE PRODUCTS OR SERVICES FROM AN AUTHORIZED RESELLER OF AIRDEFENSE, THAT RESELLER IS NOT AIRDEFENSE'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON AIRDEFENSE'S BEHALF OR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. IN ADDITION, LICENSEE ACKNOWLEDGES THAT, UNLESS OTHERWISE AGREED UPON BY THAT RESELLER IN WRITING OR PROHIBITED BY LAW, THE LIMITATIONS OF WARRANTIES AND LIABILITY SET FORTH IN THIS AGREEMENT ALSO APPLY TO AND BENEFIT THAT RESELLER.

13 **Infringement Indemnification.**

a   AirDefense shall defend Licensee against any claim, and any lawsuit to the extent based thereon, that is brought against Licensee alleging that any AirDefense-branded product ("Product"), as originally delivered by AirDefense to Licensee under this Agreement, directly infringes a United States patent in existence as of the date of delivery of such Product to Licensee ("Infringement Claim"), so long as AirDefense is notified in writing by Licensee as soon as reasonably practicable as to any such claim, is given sole authority and control of the defense, and is provided by Licensee all requested information and assistance for resolving or defending the Infringement Claim. For non-AirDefense-branded product supplied hereunder, including any third party software, AirDefense's obligations for IP infringement claims shall be limited to any IP indemnities or defense commitments provided by such third party supplier. In addition to AirDefense's obligation to defend, and subject to the same conditions, AirDefense shall pay all damages finally awarded against Licensee by a court of competent jurisdiction to the extent based upon such Infringement Claim. If a Product is subject to an Infringement Claim or, if in AirDefense's judgment, likely to become subject to a Infringement Claim, AirDefense's obligations under this Section shall be fulfilled if at any time AirDefense, in its sole discretion, shall: (x) obtain a license for Licensee to continue to use or to sell the Product purchased from AirDefense; (y) replace or modify the Product so as to be substantially functionally equivalent but non-infringing; or (z) refund the purchase price paid to AirDefense by Licensee for such Product less a reasonable charge for straight line depreciation and/or prior use. AirDefense shall have no liability to Licensee for any alleged or actual infringement,

or otherwise, arising out of or in connection with Licensee's ordering, use or transfer of Products after AirDefense's notice to Licensee that Licensee shall cease use or transfer of such Products.

    b   AirDefense shall have no liability to Licensee under this Agreement (i) for any damages based upon a per-use royalty or the Licensee's revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by Licensee to AirDefense for the infringing Product; or (ii) for any alleged or actual infringement arising out of (a) use of Products in connection or in combination with equipment, devices or software not provided by AirDefense, (b) use of Products in a manner for which they were not designed, (c) any modification of Products by anyone other than AirDefense, (d) compliance with Licensee's designs, specifications, guidelines or instructions; or (e) use of the Product in a patented process ((a) – (e) defined as "Excluded Conduct"). Licensee shall indemnify AirDefense against any claim of infringement that is brought against AirDefense based upon or arising out of such Excluded Conduct or arising out of Licensee's continued use or transfer of Products after being noticed to cease such use or transfer. AirDefense shall not be responsible for any compromise or settlement made by Licensee without AirDefense's prior written consent.

    c   THIS SECTION PROVIDES LICENSEE'S SOLE AND EXCLUSIVE REMEDIES AND AIRDEFENSE'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. LICENSEE HAS NO RIGHT TO RECOVER AND AIRDEFENSE HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THIS AGREEMENT OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO AND LIMITED BY THE RESTRICTIONS SET FORTH IN THE GENERAL LIMIT OF LIABILITY SECTION OF THS AGREEMENT. IN NO EVENT SHALL AIRDEFENSE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF LICENSEE IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION. In no event shall AirDefense's liability under this Section exceed the total net sales to Licensee of the applicable Product.

14   <u>Confidential Information</u>. Licensee acknowledges that the Products (including Hardware, Software and Documentation), and Products and support services pricing, limitation of liability, indemnification and warranty terms are confidential and constitute valuable trade secrets of AirDefense. Licensee agrees to take all reasonably necessary action to protect such confidential and proprietary information, including appropriate instruction and agreement with employees and agents of Licensee. In the event of any breach of this Section each party acknowledges that the non-breaching party would suffer irreparable

harm and shall therefore be entitled to seek injunctive relief. This Section shall survive termination or expiration of this Agreement.

15 Audit Rights. Licensee grants AirDefense the right, which AirDefense will exercise at its own expense and no more than once per year, to enter Licensee's premises during business hours for the sole purpose of examining Licensee's records and other information relating to the Licensee's use of the Products. If this examination reveals that Licensee has improperly used the Products, AirDefense shall invoice Licensee for such unauthorized use based upon AirDefense's standard fees in effect at the time the examination is completed. If the underpaid fees exceed five percent (5%) of the fees actually paid, then Licensee shall also pay AirDefense's reasonable costs of conducting the examination.

16 Dispute Resolution.

a SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

b LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

17 Publicity. Licensee agrees that during the term of this Agreement AirDefense may publicly refer to Licensee, orally and in writing, as a customer of AirDefense. Any other written reference to Licensee by AirDefense requires the prior approval of Licensee.

18 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

19 <u>Waiver</u>. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

20 <u>General</u>. This Agreement is the complete and exclusive statement of the agreement between Licensee and AirDefense, and this Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining to the subject matter of this Agreement and there are no inducements to enter into this Agreement which are not set forth herein. This Agreement shall be governed by the laws of the State of Delaware and of the United States of America, excluding (i) its conflicts of law principles and (ii) the United Nations Convention on Contracts for the International Sale of Goods. All questions concerning the terms and conditions of this Agreement should be directed to AirDefense in writing addressed to AirDefense, Inc., 1125 Sanctuary Parkway, Suite 250, Alpharetta, GA 30009, United States of America.

13 Support Services Agreement for the AirDefense Services Platform

IMPORTANT - THIS SUPPORT SERVICES AGREEMENT (THIS "AGREEMENT") GOVERNS THE MAINTENANCE AND SUPPORT SERVICES (COLLECTIVELY "SUPPORT") FOR THE AIRDEFENSE SYSTEM. AS SET FORTH IN THE MASTER LICENSE AGREEMENT FOR THE AIRDEFENSE SYSTEM, LICENSEES OF THE AIRDEFENSE SYSTEM ARE REQUIRED TO PURCHASE A MINIMUM OF ONE YEAR OF SUPPORT. YOU ("LICENSEE") MUST INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT, AND THE ACCEPTANCE OF THE CORPORATE OR BUSINESS ENTITY WHICH PURCHASED THE AIRDEFENSE SYSTEM AND IS PURCHASING SUPPORT SERVICES HEREUNDER, TO THESE TERMS AND CONDITIONS BY CLICKING ON THE "Accept" BUTTON ON YOUR SCREEN. ADDITIONALLY, YOU MUST INDICATE THE TYPE OF SUPPORT LEVEL (EITHER GOLD LEVEL OR PLATINUM LEVEL) BY CLICKING ON THE APPROPRIATE BUTTON ON YOUR SCREEN. BY INDICATING YOUR AGREEMENT, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE A DULY AUTHORIZED REPRESENTATIVE OF THE LICENSEE AND THAT YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON ITS BEHALF.

1   **Definitions**.

   a   "Documentation" means AirDefense published specifications and "online" or electronic documentation related to the Software.

   b   "Hardware" means AirDefense remote sensors or appliances.

   c   "Products" mean any Hardware, Software, or Third Party Vendor Items supported by AirDefense under this Agreement.

   d   "Software" means computer programs in object code form or firmware which is owned or licensed by AirDefense, and is copyrighted and licensed, not sold. Software consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings or pictures) and related licensed materials including all whole or partial copies. Software is provided pursuant to one or more license agreements with AirDefense and/or its suppliers.

   e   "Third Party Vendor Item" includes "Third Party Hardware" and "Third Party Software" and means any non-AirDefense hardware and/or software supplied or used by the Licensee under this Agreement.

   f   "Update" means a new version of the Software, if and when available, which AirDefense distributes free of charge to its licensees of the Software to correct errors or to provide

enhancements to the Software. "Update" does not include any modifications or enhancements that represent a new product, as determined by AirDefense in its sole discretion.

2   **Acknowledgments**. Licensee acknowledges that Support is solely for the Hardware and Software. After the termination of Support hereunder for any reason, AirDefense shall not provide Support for the Hardware and Software or any part thereof. There are certain unique terms, conditions and obligations of each party as set forth in this Agreement that are dependent on the support level indicated above (i.e., Gold or Platinum Level). If the AirTermination feature is included in the licensed Products, Licensee further acknowledges that it has been cautioned and understands fully that such feature may terminate, disconnect, disrupt and/or otherwise interfere with its internal and/or unrelated third parties' wireless connections and related systems and Licensee bears sole responsibility for all claims and losses associated therewith.

3   **Support Services**. AirDefense shall provide Licensee reasonable telephone or e-mail technical consultation as software maintenance and support services related to the Software ("Software Support") and hardware maintenance support services related to the Hardware ("Hardware Support") as provided herein during period(s) of contracted Support. Licensee agrees to use reasonable efforts to resolve internally any support questions prior to requesting Support services. AirDefenses Support technicians shall only be obligated to respond to Licensee's two (2) designated contacts (one designated primary and the other alternate) who shall have been adequately trained on the Products and who have sufficient technical expertise, training and/or experience. Licensee agrees to test, and if operable, accept and use all Updates, amendments and alterations to the Software furnished by AirDefense hereunder. Licensee shall allow AirDefense remote access as needed via an Internet gateway to the Products. Any Updates, upgrades, patches and other similar software code provided to Licensee as part of Software Support shall be considered part of the Software and are licensed to Licensee subject also to the terms and conditions of the Master License Agreement between the parties licensing the Software. During the term of this Agreement, AirDefense may obtain information regarding Licensee's wireless local area network (e.g., memory disk usage, processor help, application help, etc.). Licensee acknowledges and agrees that as a condition to entering into this Agreement and AirDefense's commitment to providing Support, AirDefense may use statistical data generated regarding Licensee's wireless local area network so long as the source or content of the wireless local area networks are not being disclosed. AirDefense may provide installation, integration and training services. If AirDefense provides such services this Agreement sets forth AirDefense's liability with respect to such services.

     a   Renewal and Support Fees. Support will automatically be renewed as of each anniversary date of the commencement of the initial Support pursuant to this Agreement for an additional period of one (1) year unless written notice of termination is given by a party hereto to the other party at least thirty (30) days prior to the automatic renewal date. For each renewal term, Licensee shall pay AirDefense's then-current list price for annual Support. AirDefense shall give Licensee at least sixty (60) days prior written notice of any change in the fee for Support. Fees are payable within thirty (30) days of the invoice date and are payable in advance of the

applicable term. For Gold Level Support Only: Licensee shall pay an amount equal to 18% of the list price for the licenses of the Products (including charges for Software and any Hardware) for the initial one-year term for Support. For Platinum Level Support Only: Licensee shall pay an amount equal to 25% of the list price for the licenses of the Products (including charges for Software and any Hardware) for the initial one-year term for Support.

b Software Updates. During the Support term, Licensee shall be entitled to receive, free of charge, an electronic copy of Updates to the Software and an electronic copy of published revisions to the related documentation (the "Documentation") released by AirDefense to its Licensees. AirDefense shall support only the most current version of the Software. From time to time, AirDefense may provide to certain of its licensee's free of charge modifications or enhancements which represent a new product as an accommodation. Any such accommodations shall not waive, diminish or abrogate AirDefense's right to determine in its sole discretion whether or not an enhancement constitutes an Update or a new product. If Licensee notifies AirDefense of cancellation of Support services, AirDefense's obligations to provide Updates are canceled. Licensee may elect to renew Support services after cancellation by paying any Support fees that would have otherwise been paid during the cancellation period.

c Telephone and E-mail Support. AirDefense English language support personnel are available to answer questions received from the Licensee's designated contacts which are related to the Products and for which the Licensee has purchased Support. For Gold Level Support Only: E-mail and telephone support is available from 8 AM to 8 PM EST (EDT) Monday through Friday (excluding holidays). E-mail queries will have a response before the end of the next business day and telephone support calls made before 4 PM EST (EDT) will receive a customer callback within four (4) hours. For Platinum Level Support Only: E-mail and telephone support is available twenty four (24) hours a day, seven (7) days a week (24/7). E-mail queries will have a response within four (4) hours and telephone support calls will receive a customer callback within two (2) hours.

d Software Error Corrections. AirDefense shall exercise commercially reasonable efforts to correct any significant deviation from the then-current written specifications provided for the Software ("Error") reported by Licensee in accordance with the priority level reasonably assigned to such Error by AirDefense. If an Error has caused the AirDefense System to be inoperable, or if the Error is otherwise substantial and material with respect to the Licensee's use of the Products, AirDefense shall, considering the nature of the Error, use commercially reasonable efforts to correct such Error or to provide a software patch or bypass around such Error or replace Licensee's copy of Software with another copy of Software that corrects such Error, in AirDefense's sole discretion. Licensee further acknowledges and agrees that (1) all

reported Errors may not be corrected and (2) if the Software includes the AirTermination feature, interference with and disruptions to Licensee's and unrelated parties' wireless connections and related systems do not constitute an Error(s).

e   Waiver of AirDefense's Obligations for Software Support. AirDefense shall have no obligation to provide Software Support if: (1) the Software was not used in accordance with AirDefense's then-current published specifications and such use caused the Error in the reasonable opinion of AirDefense; (2) the Software was altered, modified or corrected by Licensee without AirDefense's prior written consent; (3) Licensee's computer malfunctioned and the malfunction caused a error or defect in the Software; or (4) any other cause within the control of Licensee which caused an error or defect in the Software.

f   Waiver of AirDefense's Hardware Support. AirDefense shall have no obligation to provide Hardware Support if: (1) any of the Hardware was not used in accordance with the then-current published specifications of the manufacturer of such Hardware or of AirDefense and such use caused the malfunction; (2) any of the Hardware was altered, modified or corrected by Licensee without AirDefense's prior written consent; (3) Licensee's computer malfunctioned and the malfunction caused an error or defect in the Products; (4) the damage, error or defect was due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by AirDefense, usage not in accordance with product instructions, failure to perform required preventative maintenance, and problems caused by use of parts and components not supplied by AirDefense; or (5) any other cause within the control of Licensee which caused a error or defect in the Products.

g   Limitations. THE TERMS AND CONDITIONS OF THIS SECTION 3 CONSTITUTE A SERVICE CONTRACT. ALL SUPPORT IS PROVIDED "AS IS". EXCEPT AS SPECIFICALLY PROVIDED HEREIN THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES AS TO NONINFRINGEMENT. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4   <u>**Term**</u>. AirDefense shall provide Support services for the then-current version of the Software and for the Hardware for an initial period of one (1) year commencing upon the initial delivery of the Products. Support services will be renewed automatically as of each anniversary of the commencement of the initial term as set forth in Section 3(a). Notwithstanding the foregoing, this Agreement may be terminated: (i) by Licensee, at any time by notifying AirDefense in writing without a reduction in the fee; (ii) by a non-breaching party upon a material breach of this Agreement by the other party, which material breach is not corrected within thirty (30) days of the receipt by the breaching party of written notice of such material breach; or (iii) by AirDefense upon the failure of Licensee to make any payment hereunder within ten (10) days of receipt of written notice that the amount is past due.

5   **Specific Restrictions**. Licensee may not remove or alter AirDefense's or its suppliers' copyright notices and other intellectual property rights notices included in the Software or Documentation. If any Software or Documentation is acquired by or on behalf of a unit or agency of the United States Government, such Software or Documentation is "commercial computer software"or "commercial computer software documentation" and, absent a written agreement to the contrary, the Government's rights with respect to such Software or Documentation are limited by the terms of this Agreement pursuant to FAR § 12.212(a) and its successor regulations and/or DFARS § 227.7202-1(a) and its successor regulations, as applicable.

6   **Taxes; Additional Fees**. Licensee agrees to be responsible for and to pay, or to reimburse AirDefense on written request if AirDefense is required to pay or collect, any sales, use, or other tax (excluding any tax that is based on AirDefense's net income), duty, or other charge of any kind or nature that is levied or imposed by any governmental authority on fees payable hereunder. Additionally, AirDefense reserves the right to charge Licensee additional fees at its then-standard rates for services performed in connection with Support requests relating to purported Product errors or malfunctions which are later determined to have been due to hardware or software not supplied or supported by AirDefense.

7   **Limitation of Liability**. IN NO EVENT SHALL AIRDEFENSE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE ALL OR PART OF THE PRODUCTS OR THE PROVIDING OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF AIRDEFENSE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF LICENSEE'S PRODUCTS INCLUDE THE AIRTERMINATION FEATURE, AIRDEFENSE SHALL NOT BE LIABLE WITH RESPECT TO ANY FIRST- OR THIRD-PARTY CLAIMS, LOSSES AND EXPENSES WHATSOEVER RELATED THERETO AND LICENSEE SHALL INDEMNIFY AIRDEFENSE AND HOLD AIRDEFENSE HARMLESS FROM ALL SUCH CLAIMS, LOSSES AND EXPENSES RELATED THERETO. IN ANY CASE, AIRDEFENSE#8217;S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY LICENSEE FOR SUPPORT SERVICES HEREUNDER DURING THE ANNUAL TERM IN WHICH THE ALLEGED BREACH OCCURRED. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8   **General**. This Agreement is the complete and exclusive statement of the agreement between AirDefense and Licensee, and this Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining to the subject matter of this Agreement and there are no inducements to enter into this Agreement which are not set forth herein. This Agreement shall be governed by the laws of the State of Georgia and of the United States of America, excluding (i) its conflicts of law principles and (ii) the United Nations Convention on Contracts for the International Sale of Goods. All questions concerning the terms and conditions of this Agreement should be directed to AirDefense in writing addressed to AirDefense, Inc., 1125 Sanctuary Park, Alpharetta, GA 30009, United States of America.

9   **Dispute Resolution**.

a   SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

b   LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14 China RoHS Compliance

部件名称 **(Parts)**	铅 **(Pb)**	汞 **(Hg)**	镉 **(Cd)**	六价铬 **(Cr(VI))**	多溴联苯 **(PBB)**	多溴二苯醚 **(PBDE)**
(Metal Parts)	0	O	O	O	O	O
(Circuit Modules)	X	O	O	O	O	O
(Cables and Cable Assemblies)	0	O	O	O	O	O
(Plastic and Polymeric Parts)	O	O	O	O	O	O
(Optics and Optical Components)	O	O	O	O	O	O
(Batteries)	O	O	O	O	O	O

本表格依据 SJ/T 11364 的规定编制。

O：表示该有害物质在该部件所有均质材料中的含量均在 GB/T 26572 规定的限量 要求以下。

X：表示该有害物质至少在该部件的某一均质材料中的含量超出GB/T 26572 规定 的限量要求。（企业可在此处，根据实际情况对上表中打"×"的技术原因进 行进一步说明。）

This table was created to comply with China RoHS requirements.