

SCHEDULE J
TECHNOLOGY ESCROW AGREEMENT

Account Number: _____

This Technology Escrow Agreement ("Escrow Agreement") is effective this 28th day of September 2000 ("Effective Date"), by and among Data Securities International, Inc. ("**DSI**"), a Delaware corporation, **COM-NET ERICSSON CRITICAL RADIO SYSTEMS, INC.**, a Delaware corporation ("**COM-NET**") and **THE STATE OF FLORIDA**, acting by and through the Department of Management Services and the State Technology Office acting as administrative agent for the "Joint Task Force" (JTF) on STATE Agency Law Enforcement Communications (collectively the "**STATE**").

WHEREAS, COM-NET has entered or will enter into a contract with the STATE for the use of proprietary technology and other materials of COM-NET;

WHEREAS, COM-NET and the STATE desire the Escrow Agreement to be supplementary to said contract.

WHEREAS, availability of or access to certain proprietary data related to the proprietary technology and other materials is critical to the STATE in the conduct of its business;

WHEREAS, COM-NET has deposited or will deposit with DSI the related proprietary data to provide for retention and controlled access for the STATE in the conduct of its business;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the promises, mutual covenants and conditions contained herein, the parties hereto agree as follows:

Section 1 COM-NET Deposit Account

Following the execution and delivery of the Escrow Agreement and the payment of the set-up and deposit account fees to DSI, DSI shall open a deposit account ("Deposit Account") for COM-NET. The opening of the Deposit Account means that DSI shall establish an account ledger in the name of COM-NET, calendar COM-NET to receive renewal notices as provided in Section 8, and request the initial deposit from COM-NET. Unless and until COM-NET makes the initial deposit ("Initial Deposit") with DSI, DSI shall have no further obligation to COM-NET except as defined by this section.

Section 2 Initial Deposit

The Initial Deposit will consist of all material initially supplied by COM-NET to DSI as specified by an accompanying document called a "Description of Deposit Materials." DSI shall issue a copy of the Description of Deposit Materials to COM-NET and the STATE within ten (10) days of acceptance of the Initial Deposit by DSI.

Section 3 Deposit Changes

Deposit" means and includes the Initial Deposit and/or Supplemental Deposit and/or Replacement Deposit upon acceptance by DSI. COM-NET has the obligation to keep the Deposit updated with current materials.

COM-NET hereby agrees to update the Deposit held by DSI with supplemental or replacement technology releases within the calendar quarter of distribution of a technology release to the STATE. If such a release to the STATE is made within the last five (5) business days of a calendar quarter, then the supplemental or replacement technology releases shall be provided to DSI by COM-NET within ten (10) business days following the release to the STATE. Such deposit activity shall occur at least once per calendar quarter or COM-NET shall certify, upon the STATE's request, that the Deposit contains the latest technology release.

COM-NET shall maintain in escrow with DSI the last two release levels of its formally released product described in the Description of Deposit Materials.

- A. **Supplemental Deposit:** “Supplemental Deposit” means and includes any material added to the Deposit. COM-NET will submit the Supplemental Deposit accompanied by a Description of Deposit Materials. DSI shall issue a copy of the Description of Deposit Materials to COM-NET and the STATE within ten (10) days of acceptance of the Supplemental Deposit by DSI.
- B. **Replacement Deposit:** “Replacement Deposit” means and includes any material that replaces the Deposit or portions of the Deposit defined by the Description of Deposit Materials. Separate items in a Description of Deposit Materials may not be replaced. COM-NET will submit the Replacement Deposit accompanied by a Description of Deposit Materials.

DSI shall issue a copy of the Description of Deposit Materials to COM-NET and the STATE within ten (10) days of acceptance of the Replacement Deposit by DSI. DSI will return to COM-NET all material that is replaced by the replacement Deposit.

Section 4 Deposit Inspection

Upon receipt of a Description of Deposit Materials, DSI will visually match the listed items on the Description of Deposit Materials to the labeling of the material (“Deposit Inspection”). DSI will not be responsible for the contents or for validating the accuracy of COM-NET’s labeling. Acceptance will occur when DSI concludes that the Deposit Inspection is complete.

Section 5 The STATE Registration Account

Following the execution and delivery of the Escrow Agreement and the payment of the registration fee to DSI, DSI shall open a registration account (“Registration Account”) for the STATE. The opening of the Registration Account means that DSI shall establish an account ledger in the name of the STATE, calendar the STATE to receive renewal notices as provided in Section 8, and request the Initial Deposit from COM-NET until an Initial Deposit is received. Unless and until COM-NET makes the Initial Deposit with DSI, DSI shall have no obligation to the STATE except as defined by this section.

Section 6 Deposit Obligations of Confidentiality

DSI agrees to establish a receptacle in which it shall place the Deposit and shall put the receptacle under the control of one or more of its officers, selected by DSI, whose identity shall be available to COM-NET and the STATE at all times. DSI shall exercise a professional level of care in carrying out the terms of the Escrow Agreement.

DSI acknowledges COM-NET's assertion that the Deposit shall contain COM-NET's proprietary data and that DSI has an obligation to preserve and protect that confidentiality.

COM-NET grants DSI the irrevocable right to duplicate the Deposit only as necessary to preserve and safely store the Deposit and to provide a copy thereof as authorized herein to the STATE. DSI shall reproduce on all copies of the Deposit made by DSI any proprietary or confidentiality notices contained in the Deposit originally deposited with DSI by COM-NET.

Section 7 Certification by COM-NET

COM-NET represents to the STATE that the Deposit delivered to DSI will enable the STATE to create, maintain and/or enhance the licensed material without the aid of COM-NET and which will include:

- A. COM-NET-generated and formally-released source code (except any code which contains technology that may not be exported without an export license from the U.S. State Department and/or is subject to control by the International Traffic-in-Arms Regulation [ITAR]) deposited on computer media, description of program generation including information, COM-NET-generated utilities or files specifically required for converting source code into object code, and descriptions and locations of other programs not owned by COM-NET but required for use and/or support such as:
- B. third party operating systems and software components contained within the technology covered by this Escrow Agreement, and
- C. third party system utilities (compiler and assembler descriptions).

The Deposit will be defined in the Description of Deposit Materials. These representations shall be deemed to be made continuously throughout the term of the Escrow Agreement.

Section 8 Term of Escrow Agreement

Subject to the payment of fees for services, COM-NET intends this Escrow Agreement to have an initial term of 20 years, commencing on the Effective Date. The Escrow Agreement may be automatically renewed annually in one-year periods upon receipt by DSI of the specified renewal fees prior to the last day of the term ("Expiration Date"). DSI will send renewal invoices to COM-NET at least ninety (90) days prior to the Expiration Date. In the event that renewal fees are not received 30-days prior to the Expiration Date, DSI shall so notify COM-NET and the STATE. If the renewal fees are not received by the Expiration Date, DSI may terminate the Escrow Agreement without further notice and without liability of DSI to COM-NET and the STATE. the STATE has the right to pay renewal fees and other related fees. In the event the STATE pays the renewal fees and COM-NET is of the opinion that any necessary condition for renewal is not met, COM-NET may so notify DSI and the STATE in writing. The resulting dispute will be resolved pursuant to the dispute resolution process defined in Section 15.

Section 9 Expiration

If the Escrow Agreement is not renewed or is otherwise terminated, all duties and obligations of DSI to COM-NET and the STATE will terminate. If COM-NET requests the return of the Deposit upon termination or expiration of the Escrow Agreement, DSI shall return the Deposit to COM-NET only after all outstanding invoices and deposit return fees due by COM-NET are paid. If the fees are not received by the Expiration Date of the Escrow Agreement, DSI shall, as its option, either destroy or return the Deposit to COM-NET, so long as no other the STATE is a beneficiary to the Deposit, to the extent provided in a writing signed by DSI.

Section 10 Filing For Release of Deposit by the STATE

Upon notice to DSI by the STATE of the occurrence of a release condition as defined in Section 12 and payment of the release request fee, DSI shall notify COM-NET by certified mail with a copy of the notice from the STATE. If COM-NET provides contrary instruction within ten (10) business days of the receipt of the notice to COM-NET, DSI shall not deliver a copy of the Deposit to the STATE.

“Contrary Instruction” means the filing of an affidavit or declaration with DSI by an officer of COM-NET stating that a release condition has not occurred or has been cured. DSI shall send a copy of the affidavit or declaration by certified mail to the STATE. DSI shall notify both COM-NET and the STATE that there is a dispute to be resolved pursuant to Section 15. Upon receipt of Contrary Instruction, DSI shall not deliver a copy of the Deposit and shall continue to store the Deposit until directed by COM-NET and the STATE jointly, resolved pursuant to Section 15, or ordered by a court of competent jurisdiction.

Section 11 Release of Deposit to the STATE

If DSI does not receive Contrary Instruction from COM-NET, DSI is authorized to release the Deposit, or if more than one the STATE is registered to the Deposit, a copy of the Deposit, to the STATE filing for release following receipt of any fees due DSI including Deposit copying and delivery fees.

Section 12 Release Conditions of Deposit to the STATE

Release conditions are:

- A. COM-NET’s failure to carry out maintenance or support obligations imposed on it pursuant to a license agreement or other such written agreement(s) between COM-NET and the STATE;
or
- B. COM-NET’s breach of the Service and Access Agreement in respect to the technology covered by this Technology Escrow Agreement..

Section 13 Conditions for Use Following Release

Following a release and payment to DSI of all outstanding fees, the STATE shall have the non-exclusive right to use the Deposit solely for the purpose of continuing the benefits afforded to the STATE by a license agreement or other agreement(s) between COM-NET and the STATE, unless otherwise specified in such license agreement or other agreement(s). Additionally, the STATE shall be required to maintain the confidentiality of the released Deposit.

Section 14 Notices

All notices under this Escrow Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for whom notice was provided pursuant to this section.

A. If to COM-NET, to:

**State of Florida Senior Project Manager and
Corporate Counsel**
COM-NET Ericsson Critical Radio Systems, Inc.
3315 Old Forest Road
Lynchburg, Virginia 24501
Fax (804) 385-2301

B. If to the STATE, to:

Contract Manager
State Technology Office
4030 Esplanade Way
Tallahassee, FL 32399-0950

System Manager
State Technology Office
4030 Esplanade Way
Tallahassee, FL 32399-0950

C. If to DSI, to:

Data Securities International
Attn: Contract Administration
6165 Greenwich Drive
Suite 220
San Diego, CA 92122

Section 15 Disputes

Dispute resolution shall be pursuant to the Service and Access Agreement.

Section 16 Indemnification

- A. It is understood that DSI is not a party to and is not bound by the separate Contract between COM-NET and the STATE which is referred to herein.
- B. DSI acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of any escrowed materials deposited with it.
- C. If, in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, DSI acts in accordance with the advice of legal counsel, DSI shall not be liable to any party hereto, provided that such legal counsel shall have been selected with reasonable care.
- D. COM-NET agrees to defend and indemnify DSI and hold DSI harmless from and against all claims, actions and suits, whether in contract or in tort, and from and against any and all liabilities, losses, damages, costs, charges, penalties, counsel fees, and other expenses of any nature (including, without limitation, settlement costs) incurred by DSI as a result of performance of the Escrow Agreement except in the event of a judgment which specifies that DSI acted with negligence or willful misconduct.

Section 17 Audit Rights

DSI agrees to keep records of the activities undertaken and materials prepared pursuant to the Escrow Agreement. COM-NET and the STATE will be entitled upon reasonable notice to DSI and the other party, and during normal business hours during the term of the Escrow Agreement, to inspect the records of DSI with respect to the Escrow Agreement.

COM-NET or the STATE accompanied by an employee of DSI will be entitled to visually inspect the physical status and condition of the Deposit, upon reasonable notice to DSI and the other party, and during normal business hours. The Deposit may not be changed by COM-NET or the STATE during the audit.

Section 18 Designated Representative

COM-NET and the STATE each agree to designate one individual to receive notices from DSI and to act on behalf of COM-NET and the STATE respectively in relation to the performance of their obligations as

set forth in the Escrow Agreement and to notify DSI immediately in the event of any change from one designated representative to another.

Section 19 General

Provided DSI acts in a responsible and businesslike manner, DSI may act in reliance upon any written instruction, instrument, or signature believed to be genuine and may assume that any person giving any written notice, request, advice or instruction in connection with or relating to the Escrow Agreement has been duly authorized to do so. DSI is not responsible for failure to fulfill its obligations under the Escrow Agreement due to causes beyond DSI's control.

The Escrow Agreement is to be governed by and construed in accordance with the laws of the State of Florida.

The Escrow Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties.

If any provision of the Escrow Agreement is held by any court to be invalid or unenforceable, that provision will be severed from the Escrow Agreement and any remaining provisions will continue in full force.

Section 20 Fees

All service fees will be due in full at the time of the request for service. Annual renewal fees will be due in full upon the receipt of invoice unless otherwise specified by the invoice. If renewal fees are not paid within 45 days of receipt of invoice, DSI shall send a notice to the STATE and COM-NET.

If invoiced fees are not paid within ninety (90) days of receipt of invoice, DSI may terminate the Escrow Agreement. If the payment is not timely received by DSI, DSI shall have the right to accrue and collect interest at the rate of one and one-half percent per month (18% per annum) from the date of the invoice for all late payments.

All service fees and annual renewal fees will be those specified in DSI's Fee and Service Schedule in effect at the time of renewal or request for service, except as otherwise agreed. For any increase in DSI's standard fees, DSI shall notify COM-NET at least ninety (90) days prior to the renewal of the Escrow Agreement. For any service not listed on the Fee and Service Schedule, SDI shall provide a quote prior to rendering such service.

IN WITNESS WHEREOF, the Parties have executed and acknowledged this Service Agreement, the day and year first above written.

State of Florida
Department of Management Services

Approved as to form and legality:
Office of General Counsel
Department of Management Services

By: _____
Date: _____
Cynthia A. Henderson
Secretary

By: _____ Date: _____
Staff Attorney

State of Florida
Office of State Technology

Approved as to form and legality:
Office of General Counsel
Office of State Technology

By: _____
Date: _____
Roy T. Cales
Chief Information Officer

By: _____ Date: _____
Staff Attorney

DSI

Approved as to form and legality:
Office of General Counsel
DSI

By: _____
Date: _____

By: _____ Date: _____
Staff Attorney

**Com-Net Ericsson Critical Radio Systems,
Inc.**

Approved as to form and legality:
Office of General Counsel
Com-Net Ericsson Critical Radio Systems, Inc.

By: _____
Date: _____
Steven Savor
President

By: _____ Date: _____
Staff Attorney