



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

Amendment to item # 63A

JOHN J. BARTHELMES
COMMISSIONER

September 1, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Office of Commissioner, to enter into a no-cost agreement with Rivada Networks, LLC, 1755 Telstar Drive, Suite 300, Colorado Springs, CO for the purpose of presenting an alternative statewide plan providing emergency responders with a high-speed wireless broadband network should the State decide to opt-out of the state plan created by FirstNet to be presented in early 2017. If the State decides to opt-out of the FirstNet plan, at least one further contract will be required to implement an alternative state plan. That contract will be submitted to Governor and Council for approval. Effective upon Governor and Council approval.

Explanation

The purpose of this agreement is to provide an alternative plan for developing a program to provide emergency responders statewide with high-speed wireless broadband to ensure optimum communication between all NH responders. The First Responder Network Authority (FirstNet) was the last recommendation of the 9/11 Commission and was created by the Middle Class Tax Relief and Job Creation Act of 2012 under the authority of the National Telecommunications and Information Administration (NTIA) to provide emergency responders with the first high-speed wireless broadband network dedicated to public safety. The State has consistently worked with FirstNet to develop a program and ensure it meets the needs of first responders statewide. However, New Hampshire presents unique challenges, including an international border, vastly rural areas, mountainous terrain, and a more densely populated southern metropolitan area. These challenges present a concern regarding the FirstNet program's statewide capabilities.

FirstNet is anticipated to present its own plan for a high-speed wireless broadband build-out, concentrated in the more densely populated south, in early 2017. Once presented, the decision whether to accept the FirstNet proposal or opt-out must be made within 90 days. If a decision is made to opt-out, the State will be required to provide an alternative plan to FirstNet within only 180 days of the opt-out decision. This no-cost agreement allows the vendor time to develop a workable alternative to serve NH responders statewide should the State decide to opt-out of the plan presented by FirstNet.

A Request for Proposals (RFP) was posted on the Administrative Services' website from December 11, 2015 through January 20, 2016 requesting proposals for the establishment of a public-private partnership to develop a statewide public safety communications network aligned with the FirstNet network. A nine-member subcommittee evaluated the proposals and, of the five responding vendors, only two met the qualifications needed with Rivada Networks providing the best comprehensive and complete proposal response.

Respectfully submitted,

[Signature]
John J. Barthelmes
Commissioner

63A Jm



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

August 10, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Office of Commissioner, to enter into a no-cost agreement with Rivada Networks, LLC, 1755 Telstar Drive, Suite 300, Colorado Springs, CO for the purpose of presenting an alternative statewide plan providing emergency responders with a high-speed wireless broadband network should the Governor choose to opt-out of the state plan created by FirstNet to be presented to the Governor in early 2017. Effective upon Governor and Council approval.

### Explanation

The purpose of this agreement is to provide an alternative plan for developing a program to provide emergency responders statewide with high-speed wireless broadband to ensure optimum communication between all NH responders. The First Responder Network Authority (FirstNet) was the last recommendation of the 9/11 Commission and was created by the Middle Class Tax Relief and Job Creation Act of 2012 under the authority of the National Telecommunications and Information Administration (NTIA) to provide emergency responders with the first high-speed wireless broadband network dedicated to public safety. The State has consistently worked with FirstNet to develop a program and ensure it meets the needs of first responders statewide. However, New Hampshire presents unique challenges, including an international border, vastly rural areas, mountainous terrain, and a more densely populated southern metropolitan area. These challenges present a concern regarding the FirstNet program's statewide capabilities.

FirstNet is anticipated to present its own plan for a high-speed wireless broadband build-out, concentrated in the more densely populated south, in early 2017. Once presented, the Governor will have 90 days to accept the FirstNet proposal. If a decision is made to opt-out, the State will be required to provide an alternative plan to FirstNet within only 180 days of the opt-out decision. This no-cost agreement allows the vendor time to develop a workable alternative to serve NH responders statewide should the Governor choose to opt-out of the plan presented by FirstNet.

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Respectfully submitted,

  
John J. Barthelmes  
Commissioner

**Bid Summary for RFP – DOS #2016-010**

<b>Vendor Name</b>	<b>Address</b>
Mutualink, Inc.	1269 South Broad Street, Wallingford CT
Rivada Networks, LLC	1755 Telstar Drive, Suite 300, Colorado Springs, CO
Parsons	1301 W. President George Bush Hwy., Suite 350, Dallas, TX
Motorola	123 Tice Boulevard, Suite 202, Woodcliff Lake, NJ
Wireless Systems Solutions, LLC	1005 Slater Road, Suite 240, Durham, NC

<b>Scoring Criteria</b>	<b>Max Pts.</b>	<b>Rivada</b>	<b>Mutualink</b>	<b>Motorola</b>	<b>Parsons</b>	<b>Wireless Systems Solutions, LLC</b>
<b>Experience/Qualifications</b> – Candidate’s experience and qualifications with type of services requested (includes any subcontractors)	20 pts.	104.3	10.1	29.0	75.9	0
<b>Proposed solution</b> – Candidate’s proposed solution response to meeting the project requirements	40 pts.	185.9	10.2	72.8	121.2	0
<b>Viability</b> – Candidate’s proposed solution for financial model and sustainability	40 pts.	187.6	2.4	42.1	114.70	0
<b>Total Points*</b>		<b>477.8</b>	<b>22.7</b>	<b>143.9</b>	<b>311.8</b>	<b>0</b>

\* The scores above are the weighted scores of each reviewer totaled by the category.

Evaluation Committee members:

Thomas Andross	Grafton County’s Sheriff Department
Tom Bardwell	State Police Communications Maintenance, NH Department of Safety
Rodney Bouchard	Office of the County Commissioner, County of Cheshire
Daniel Eaton	House of Representatives, State of New Hampshire
Jim Gosselin	Information Technology, NH Department of Safety
Jim Kowalik	State Police Communications Maintenance, NH Department of Safety
Carol Miller	Division of Economic Development, NH Department of Resources and Economic Development
Brian Shepperd	ConnectNH-Information Technology, University of New Hampshire
Scott Valcourt	Director, Strategic Technology, Information Technology, University of New Hampshire

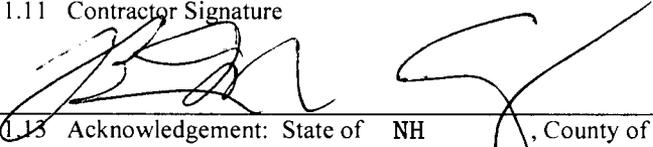
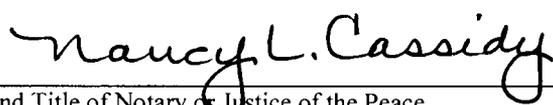
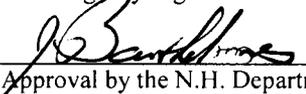
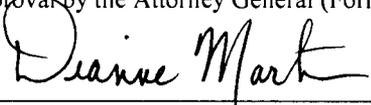
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Rivada Networks, LLC		1.4 Contractor Address 1755 Telstar Drive, Suite 300 Colorado Springs, CO 80920	
1.5 Contractor Phone Number (719) 440-6677	1.6 Account Number n/a	1.7 Completion Date May 1, 2018	1.8 Price Limitation \$0, see Exhibit B
1.9 Contracting Officer for State Agency John J. Barthelmes, Commissioner		1.10 State Agency Telephone Number (603) 223-8003	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Carney, Senior Vice President	
1.13 Acknowledgement: State of NH, County of Merrimack On 8-12-2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;"> <b>NANCY L. CASSIDY, Notary Public</b>                      My Commission Expires April 18, 2017                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace NANCY L. CASSIDY - NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John Barthelmes, Commissioner - Safety	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: 8/12/16 Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials SMC  
Date 8/12/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials BMC  
Date 8/12/2016

**EXHIBIT A**  
**SCOPE OF WORK**

This Agreement is by and between the State of New Hampshire, acting through the New Hampshire Department of Safety (the "State") and Rivada Networks, LLC ("Rivada"), a Delaware limited liability company, having its principal place of business at 1755 Telstar Drive, Suite 300, Colorado Springs, CO 80920, each a "Party" and collectively the "Parties."

Under the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96 ("Act"), the First Responder Network Authority ("FirstNet") will, on or about April 15, 2017, present the State of New Hampshire with a plan for FirstNet's design, construction, build, and maintenance of a nationwide public safety broadband network ("PSBN") that will include the State of New Hampshire (the "FirstNet State Plan"). Upon such presentation, the Governor shall have 90 days to determine whether the State will conduct its own deployment of a radio access network ("RAN") and notify FirstNet of its intention to opt out of the nationwide PSBN.

The State issued RFP DOS 2016-10 in order to ensure that:

- A. The State would have a reasonable basis from which to evaluate any proposal received from FirstNet for the State's participation in the nationwide PSBN; and
- B. Should the Governor elect to exercise the State's opt-out right, the State would be in a position to timely move forward with deployment of a New Hampshire PSBN pursuant to a well-considered request for proposal and responses thereto.

The Parties recognize and acknowledge that New Hampshire has not yet made its decision as to whether to participate in FirstNet's nationwide PSBN or to pursue the separate deployment of a New Hampshire PSBN, and that such decision shall not be made before FirstNet presents its proposal to the Governor. The Parties further recognize and acknowledge that, should the Governor elect not to accept the FirstNet State Plan and elect instead to move forward with the deployment of a New Hampshire PSBN, the design, construction, operation, and maintenance of the New Hampshire PSBN by Rivada shall be contingent upon the State and FirstNet executing a spectrum lease agreement that is mutually acceptable to the Parties to this Agreement setting forth the rights of the State to the spectrum necessary for the State to deploy the New Hampshire PSBN using a revenue sharing approach as contemplated by Rivada's response to RFP DOS 2016-10 and that no liability or obligation shall be incurred by Rivada under the terms of this Agreement in the event that the State is unsuccessful in obtaining a spectrum lease agreement that is acceptable to both the State and Rivada.

**1. PURPOSE**

Pursuant to a determination by the Statewide Interoperability Executive Committee's ("SIEC") FirstNet/Broadband Working Group that Rivada's response to RFP DOS 2016-10, detailing Rivada's proposal to design, build, manage, and sustain a state-of-the-art, carrier neutral, LTE broadband communications network dedicated to public safety, received the highest score and that the State therefore wished to negotiate a contract based on Rivada's response, Rivada hereby agrees to provide the State with the work tasks and deliverables set forth in this Exhibit A.

This Agreement shall govern the deliverables to be provided to the State by Rivada pursuant to this Exhibit A during that period of time prior to the date by which the Governor must determine whether the State will exercise its opt-out right and notify FirstNet thereof, but during which time certain actions by Rivada must be undertaken to ensure the success of a potential New Hampshire PSBN.



## 2. TERM

This Agreement shall become effective immediately upon approval of the Governor and Executive Council (the "Effective Date"), and shall remain in effect until the occurrence of the earlier of the following, but in no event later than the Completion Date, May 1, 2018, as specified in paragraph 1.7 of the p-37 (the "Term"):

- A. Expiration of the 90-day period specified in Section 6302(e)(2) of the Act, which period shall commence upon the notice by FirstNet to the Governor required by Section 6302(e)(1) of the Act, without the Governor notifying FirstNet, pursuant to Section 6302(e)(3)(A) of the Act, that New Hampshire will conduct its own deployment of a RAN; or
- B. Execution of a Master Services Agreement or other agreement(s) between the State and Rivada superseding this Agreement and governing subsequent negotiated deliverables to design, construct, build, operate and/or maintain the New Hampshire PSBN as set forth in RFP DOS 2016-10 and granting Rivada the exclusive right to operate that same PSBN on behalf of the State.

This Agreement may be extended for one (1) year (the "Extension Term") with the consent of both Parties, subject to approval by the Governor and Executive Council. A request for an extension shall not be unreasonably denied by either Party.

Rivada shall commence work under this Agreement upon receipt of a Notice to Proceed by the State.

## 3. WORK TASKS AND DELIVERABLES

Rivada shall perform the following work tasks and provide the following deliverables, pursuant to RFP DOS 2016-10:

### A. WORK TASK 1 – PROJECT KICK-OFF MEETING

Within thirty (30) days of the Effective Date of this Agreement, Rivada shall convene a project kick-off meeting (the "Project Kick-Off Meeting"). The Rivada Project Manager, key Rivada team members as identified in this Agreement, and the State Project Manager shall attend this meeting. Rivada and the State may invite other participants as deemed appropriate.

This meeting may take place in person or telephonically, however, to the extent the Project Kick-Off Meeting takes place in person, it shall occur within the State of New Hampshire. At least two weeks prior to the Project Kick-Off Meeting, Rivada shall provide a proposed agenda to the State for review and comment. The general purpose of the Project Kick-Off Meeting shall be to develop Work Plans for Work Tasks 2, 3, and 4 as described below and to discuss federal regulatory approvals necessary for all work contemplated under this Agreement. Within thirty (30) days of the meeting, Rivada shall prepare and submit to the State for review and approval, Work Plans for Work Tasks 2, 3 and 4. The Work Plans shall accurately reflect the status of the schedule, critical events, and task dependencies for each Work Task. Rivada shall update the Work Plans as reasonably necessary, but no less frequently than once every sixty (60) days. Any significant changes to the Work Plans shall require the prior approval of the State. In the event of a delay in the schedule for any of Work Tasks 2, 3 or 4, Rivada shall promptly notify the State in writing.



**B. WORK TASK 2 – PREPARE DESIGN PLAN FOR NEW HAMPSHIRE PSBN**

Rivada shall provide the State with a detailed engineering and design plan for the proposed New Hampshire PSBN (the “Engineering and Design Plan”). The Engineering and Design Plan shall be consistent with the PSBN proposed by Rivada in response to RFP DOS 2016-10, including (a) enhanced information on physical network locations and coverage, (b) a preliminary plan for site acquisition, and (c) up-to-date information regarding interoperability with FirstNet based on the most recent information reasonably available to the State and Rivada at the time of the delivery of the Engineering and Design Plan. The Parties acknowledge and agree that elements of the Engineering and Design Plan will rely on contingent information and/or conditions and that the Engineering and Design Plan may be updated following its submission pursuant to this Agreement in response to evolving standards and/or changed circumstances.

The purpose of the Engineering and Design Plan is to provide the Governor with a detailed alternative to the FirstNet State Plan. Accordingly, the Engineering and Design Plan shall, at a minimum and to the extent possible given information reasonably available to the Parties, contain substantially the same components and be in substantially the same format as the FirstNet State Plan. Additionally, the Engineering and Design Plan shall contain a high level executive summary detailing the estimated costs, benefits, and timeline for development of the New Hampshire PSBN.

The Engineering and Design Plan shall be provided in draft format to the State for review and comment before it is finalized. Rivada will set the timeframe for this deliverable in the Work Plan; provided, however, that Rivada shall provide a finalized Engineering and Design Plan to the State prior to the presentation of the FirstNet State Plan to the Governor, insofar as it has the required information reasonably available for it to do so.

The Engineering and Design Plan shall address the following issues in detail. Notwithstanding the foregoing, the Parties agree that these elements of the Engineering and Design Plan are contingent upon information reasonably available at the time of submission:

1. A statement of technical capability and funding to operate and maintain the State RAN over a twenty-five-year life cycle;
2. The ability to meet initial and maintain ongoing interoperability with FirstNet’s nationwide core network, to the extent any interoperability requirements have been made reasonably available at the time of submission of the Engineering and Design Plan, including but not limited to the specific minimum interoperability criteria approved by the FCC pursuant to Section 6203 of the Act;
3. The ability to complete the project in timelines comparable to the proposed FirstNet build-out, insofar as such FirstNet timelines are known or reasonably available;
4. The cost effectiveness of the New Hampshire PSBN as it relates to the State, to Public Safety Agencies, and to FirstNet, insofar as such cost effectiveness can be determined at the time of submission of the Engineering and Design Plan;
5. The comparability of the proposed New Hampshire PSBN’s security and quality of coverage to that of the anticipated FirstNet State Plan, to the extent information about such elements is known or reasonably available at the time of submission of the Engineering and Design Plan.

The Engineering and Design Plan shall also include an updated and complete radio frequency (“RF”) design for the proposed New Hampshire PSBN. Such RF design shall include the following:

1. RF design relating to existing infrastructure assets;
2. RF design identifying new builds necessary to achieve coverage requirements; and

3. As developed in conjunction with the State of New Hampshire, the identity of state-owned assets as well as existing infrastructure that might be utilized in the build-out of the proposed New Hampshire PSBN.

The Engineering and Design Plan shall also provide a summary of the anticipated procedures that will be followed in the event that the Governor elects to assume responsibility for deploying a RAN, including a description of those tasks to be completed and the services to be performed that Rivada shall complete and perform in assisting the State in obtaining all necessary regulatory approvals, including licenses anticipated to be needed at the time of the submission of the Design and Engineering Plan, in order to build the New Hampshire PSBN. The Parties agree that the tasks described in the summary will be the subject of a separate agreement between the State and Rivada.

#### **C. WORK TASK 3 – FINANCIAL MODEL AND SUSTAINABILITY PLAN**

Rivada shall prepare and submit to the State a detailed Financial Model and Sustainability Plan (“Financial Plan”) for the proposed New Hampshire PSBN. The Financial Plan shall include a detailed cost estimate for the design, construction, implementation and maintenance of the proposed New Hampshire PSBN over a five (5), fifteen (15) and twenty five (25) year period, an updated and refined estimate of the revenue streams anticipated from network user fees and use of excess capacity, and a detailed plan describing how the State will acquire title to the proposed network, with a timeline for that transfer.

The State agrees and understands that the forward-looking information in Rivada’s RFP response and to be updated in the Financial Plan are projections that are subject to contingencies, including but not limited to the successful negotiation by the State, with Rivada’s assistance, of a spectrum lease and revenue sharing agreement with NTIA and FirstNet of mutually acceptable terms to the State and Rivada; the ability for the network to be sufficiently monetized; projected EBITDA margins achieved; actual costs expended; demand for secondary commercial use of this spectrum over time; and price erosion and fluctuations over time; and therefore are not fixed outcomes guaranteed by Rivada. In recognition of such contingencies, the Financial Plan shall also specify the key terms reasonably necessary in the NTIA/FirstNet spectrum lease agreement to support the financial model and projections set forth by Rivada.

#### **D. WORK TASK 4 – DESIGN PROOF OF CONCEPT PLAN**

Rivada shall design a plan outlining the deployment of a proof of concept network for the use in the proposed New Hampshire PSBN of 12.5 MHz of State controlled 700MHz LMR (“Proof of Concept Plan”). The services associated with this Work Task 4 shall be as follows, subject to applicable law:

1. Create a strategy, including key statutory and regulatory arguments, pursuant to which Rivada would assist the State of New Hampshire in seeking, with the intention of obtaining, FCC approval to re-purpose the 12.5 MHz LMR narrowband 700 MHz spectrum held by the State to LTE broadband;
2. Create a strategy, including key statutory and regulatory arguments, pursuant to which Rivada would assist the State of New Hampshire in seeking, with the intention of obtaining, additional 12.5 MHz spectrum that has been returned to the FCC by neighboring states by negotiating with the FCC’s Regional Planning Committee for Region 19, which has the authority to re-distribute the spectrum;
3. Assist the State of New Hampshire in implementing the strategies developed pursuant to Paragraphs 1 and 2 of this section.



**E. WORK TASK 5 – SUPPLEMENTAL AGREEMENTS**

Rivada agrees that during the term of this Agreement, it will negotiate in good faith a Master Services Agreement which will address, at a minimum, the following, subject to applicable law:

1. Assisting the State in submitting “the alternative plan for construction, maintenance, operations and improvements of the radio access network within the State” to the Federal Communications Commission for review and approval;
2. Providing all necessary support to the State in applying for grants from the NTIA to assist with funding the construction of the radio access network; and
3. Assisting the State in negotiating an acceptable spectrum lease agreement and revenue sharing arrangement with NTIA and FirstNet.
4. Preparing and submitting a proof of concept network design to support the New Hampshire Department of Safety State Police/Marine Patrol and investing in the proof of concept network consistent with Rivada’s representations at the oral presentation.

The Parties anticipate that the MSA will cover the period beginning with an opt out decision by the Governor at least through the execution of a Covered Lease Agreement as defined by Section 6302(g)(2) of the Act.

Handwritten signature initials in black ink, appearing to be 'RMC'.

**EXHIBIT B  
CONSIDERATION**

1. Rivada agrees that the State will not pay any fees, costs, or expenses for the services provided under Exhibit A in this Agreement.
2. In consideration of the work performed by Rivada pursuant to Exhibit A of this Agreement, the State hereby grants to Rivada the exclusive right to negotiate with the State a Covered Leasing Agreement, as defined by Section 6302(g)(2) of the Act, based on the results of the competitive bid process set forth in RFP DOS 2016-10, if (a) the Governor decides to opt-out of the FirstNet State Plan, as permitted by the Act and subject to the limits of executive authority set forth in Article 41 of the New Hampshire Constitution, and (b) the State successfully executes a spectrum lease and revenue sharing agreement with FirstNet that is mutually acceptable to the Parties. Rivada hereby agrees to provide the deliverables set forth in Exhibit A in exchange for said exclusive right.
3. Rivada agrees and understands that the State will only negotiate a Covered Leasing Agreement in the event that the Governor decides that the State will conduct its own deployment of a RAN after review of the FirstNet "State Plan" as described in Section 6302(e) of the Act, and the State executes a spectrum lease and revenue sharing agreement with FirstNet permitting secondary commercial use and profit from such use that permits Rivada to sufficiently monetize the network consistent with its RFP response. The Parties agree and understand that the State makes no representations or promises regarding State deployment of a RAN. The State expressly states, and Rivada acknowledges and accepts, that the State reserves its right to accept the FirstNet State Plan and forego any negotiations with Rivada on a Covered Leasing Agreement and construction and operation of the proposed New Hampshire PSBN.
4. Rivada shall have this exclusive right for the Term of this Agreement, including any Extension Term.
5. Rivada agrees and understands that any and all work performed prior to the Governor's decision whether to opt-out of the FirstNet State Plan is done at the sole risk of Rivada. No additional consideration shall be owed to Rivada in the event the Governor does not notify FirstNet, pursuant to Section 6302(e)(3)(A) of the Act, that New Hampshire will deploy its own PSBN. Rivada expressly waives a right to claims for compensation, damages, unjust enrichment, quantum meruit, or any other claim in law or in equity that it may have against the State for the work performed in this Agreement.
6. Rivada agrees that the exclusive right described in this Exhibit B is sufficient consideration under this Agreement, notwithstanding the fact that the Governor may not choose to deploy a State RAN and thus may not negotiate a Covered Leasing Agreement with Rivada.



**EXHIBIT C**  
**SPECIAL PROVISIONS**

The following paragraphs are hereby added to the State of New Hampshire Form p-37 Contract Form as new paragraphs 25 through 34:

25. Incorporation of Documents. This Agreement consists of the following, which are incorporated by reference and which together with any and all amendments hereto, is sometimes hereafter referred to as the "Agreement":

A. The State of New Hampshire Form p-37 Contract Form

B. Consolidated Exhibits which are referenced or attached as noted:

- i. Exhibit A            Scope of Work
- ii. Exhibit B          Consideration
- Exhibit C          Special Provisions

The State Request for Proposal RFP DOS 2016-10 and Rivada's Response to the State Requests for Proposal (RFP DOS #2016-2010) are hereby incorporated by reference.

26. Order of Precedence. In the event of conflict or ambiguity among any of the text of the documents listed in paragraph 1 of Exhibit C, the following order of precedence shall govern:

- i. Exhibit C            Special Provisions
- ii. The State of New Hampshire Form p-37 Contract Form
- iii. Exhibit A          Scope of Work
- iv. Exhibit B          Consideration
- v. State Request for Proposal RFP DOS 2016-10
- vi. Rivada's Response to the State Requests for Proposal

27. Terms. As used through the course of this Agreement, the following terms are defined as follows:

- a. FCC                  Federal Communications Commission
- b. FirstNet            The First Responder Network Authority
- c. Governor          The Governor of the State of New Hampshire
- d. NTIA                National Telecommunications and Information Administration
- e. RAN                 Radio Access Network
- f. PSBN                Public Safety Broadband Network

All other terms are as defined by RFP DOS 2016-10.

28. Project Team. The Parties agree that the work contemplated under this Agreement will require the coordinated efforts of the State and Rivada. Rivada's project manager who shall function as Rivada's primary representative with regard to contract administration ("Rivada Project Manager") is:

Name: Mike Mark  
Title: Senior Vice-President

Address: Rivada Networks LLC, 1755 Telstar Drive, Suite 300, Colorado Springs, CO 80920  
Phone: (716) 440 6677



E-mail: mmark@rivada.com

The State shall assign a designated project manager who shall function as the State's primary representative with regard to contract administration ("State Project Manager"). The State Project Manager is:

Name: John Stevens  
Title: Statewide Interoperability Coordinator  
Agency: State of New Hampshire, Department of Safety

Address: 33 Hazen Drive, Concord, New Hampshire 03305  
Phone: (603)223-8003  
E-mail: John.Stevens@DOS.NH.GOV

29. Dispute Resolution. In the event of any dispute governing the interpretation of this Agreement, including an Event of Default, the provisions of this paragraph 4 of Exhibit C shall govern. Prior to the filing of any formal proceedings with respect to a dispute, the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The Parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

Level	Rivada	The State	Cumulative Allotted Time
Primary	Mike Mark, SVP, Project Manager	John Stevens, SWIC, Project Manager	5 business days
First	Anthony Doherty, VP, Legal	Kevin O'Brien Assistant Commissioner	10 business days
Second	Chris Moore, Director	Richard Bailey Assistant Commissioner	15 business days
Third	Francis O'Flaherty, COO	John J. Barthelmes Commissioner	20 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

Successive office holders will automatically replace the named individuals above.



If dispute resolution in accordance with paragraph 4 of Exhibit C are unsuccessful, the Parties may seek such to enforce any rights they may have at law or in equity in accordance with paragraph 7 of Exhibit C below.

30. Replace paragraph 17 of the p-37 in its entirety with the following

Notices. All notices under this Agreement shall be served or given only by registered or certified mail, except in cases of emergency, in which case, they shall be confirmed by registered or certified mail, and, if intended for the State shall be addressed to its address stated below, or to such other address as may be designated by the State by written notice to Rivada:

State of New Hampshire:           New Hampshire Dept. of Safety  
  Attention: John Stevens, SWIC  
  33 Hazen Drive  
  Concord, New Hampshire 03305

Rivada Networks:                    General Counsel,  
  Rivada Networks, LLC  
  1755 Telstar Drive, Suite 300,  
  Colorado Springs, CO 80920

31. Replace paragraphs 9.2 and 9.3 of the p-37 in their entirety with the following:

Confidentiality of Information. The State anticipates that Rivada and its officers, employees, agents, members, subcontractors or vendors will obtain confidential and sensitive information as part of this Agreement. All documents, studies, files, surveys, maps, memoranda, recordings, pictures, computer programs or printouts, notes, letters or any other document or data in any form provided by the State to Rivada and its officers, employees, agents, members, subcontractors or vendors shall remain the property of the State and shall not be disclosed to third-parties without the permission of the State. For the avoidance of doubt, the foregoing provisions shall not operate to effect a transfer of any intellectual property owned, held, or developed by Rivada and disclosed to the State. Any data or other information, including but not limited to software, that Rivada may provide to the State pursuant to this Agreement that Rivada deems confidential business or financial information shall be identified and, to the extent feasible, marked as "Confidential Business Information" prior to providing it to the State. By accepting receipt of and retaining such confidential data or other information, the State agrees to manage and maintain such information as confidential information and to treat the information as exempt from disclosure under RSA 91-A to the extent permitted by law. In the event the State receives a request for such information under RSA 91-A, the State agrees to make a good faith effort to provide timely notice of such request to Rivada and to provide Rivada an opportunity to review any such records it intends to release, and will not object to any lawful attempt by Rivada to oppose such request for disclosure, including seeking any necessary judicial relief.

The State and Rivada understand that confidentiality of any data related to this Agreement is subject to the provisions of New Hampshire RSA 91-A and all other applicable laws, rules and regulations.

32. Venue and Jurisdiction. Any action on this Agreement may only be brought in the State of New Hampshire in accordance with the dispute resolution procedures of this Agreement set forth herein. The



Parties agree to venue in Merrimack County Superior Court. This Agreement is to be construed according to the Laws of the State of New Hampshire.

33. Remedies. Notwithstanding any other provision of this Agreement, the sole remedy of the Parties under this Agreement shall be specific performance.

34. Warranty. Rivada warrants that services provided under this Agreement will be provided expeditiously, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Agreement. The Warranty Period shall remain in effect until the conclusion or termination of this Agreement and any extensions.

35. Travel Expenses. Rivada must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

Shipping and Delivery Fee Exemption. The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

36. Access and Cooperation. As applicable, and subject to applicable laws and regulations, including but not limited to paragraph 9.2 of the p-37 as amended by this Agreement, the State will provide Rivada with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Rivada to perform its obligations under this Agreement.

37. State Owned Documents and Copyright Privileges. Rivada shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Agreement. Upon expiration or termination of this Agreement with the State, Rivada shall turn over all State-owned documents, material, reports, and work in progress relating to this Agreement to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

38. Records Retention and Access Requirements. Rivada shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*, to the extent not superseded by or in conflict with applicable state law or a specific term of this section.

Rivada and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Rivada and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following

termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Rivada shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Rivada's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

Accounting Requirements. Rivada shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Rivada shall maintain records pertaining to the Services and all other costs and expenditures.

Regulatory and Governmental Approvals. Rivada shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

39. Force Majeure. Neither Rivada nor the State shall be responsible for delays or failures in performance resulting from events beyond the reasonable control of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Rivada's inability to hire or provide personnel needed for Rivada's performance under this Agreement.

40. Replace paragraph 6.3 of the p-37 in its entirety with the following:

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to those of the Contractor's books, records and accounts reasonably necessary to allow the State or the United States to ascertain compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement. The State agrees to treat all books, records, and accounts accessed under this provision as confidential, commercial, or financial information not subject to release under New Hampshire RSA 91-A, to the extent permitted by law.

41. Replace paragraph 10 of the p-37 in its entirety with the following:

All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State; and shall be returned to the State upon demand or upon termination of this Agreement for any reason. As used herein, property received from the State or purchased with funds provided for that purpose under this Agreement shall not include any intellectual property owned, held, or developed by Contractor, whether Contractor owned, held or developed such intellectual property prior to the Effective Date hereof, or owns, holds, or develops such intellectual property subsequent to the Effective Date hereof, nor shall the State provide any funds under this Agreement to be used for the purpose of acquiring or developing intellectual property.

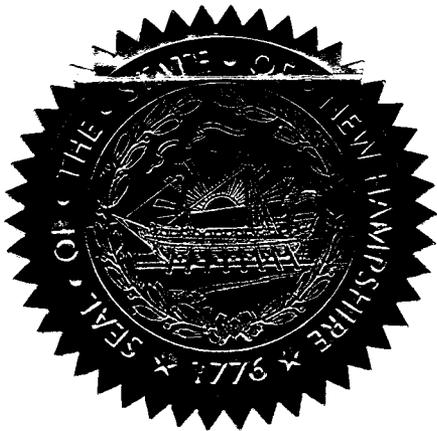


# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVADA NETWORKS, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on February 5, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22<sup>nd</sup> day of February, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Declan J. Ganley, hereby certify that:

1. I am the Chief Executive Officer of Rivada Networks, LLC, a limited liability company organised under the laws of Delaware and with an address at 1755 Telstar Drive, Suite 300, Colorado Springs, CO 80920.
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Brian Carney, Senior Vice-President, has full authority to bind Rivada Networks, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant such authority.
3. I hereby further certify and acknowledge that Brian Carney, Senior Vice-President is authorised to enter any Agreement or amendment with the State of New Hampshire.



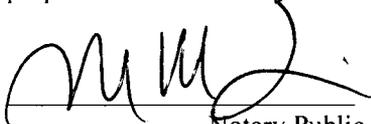
Declan J. Ganley  
C.E.O. Rivada Networks, LLC

Date: 12<sup>th</sup> August, 2016

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 12<sup>th</sup> day of August, 2016, before me Mark M. Leskiw, Notary Public, personally appeared Declan J. Ganley, known to me and satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

  
, Notary Public.

**MARK M. LESKIW**  
Notary Public, State of New York  
No. 01LE4945303  
Qualified in New York County  
Commission Expires Dec. 19, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA. 18201 Von Karman Ave Suite 200 Irvine CA 92612	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 949-349-9800      FAX (A/C, No): 949-349-9900 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Rivada Networks, LLC Neelima Pangchang PO Box 76 Centreville VA 20122	<b>INSURER A:</b> Federal Insurance Company      20281	
	<b>INSURER B:</b> Twin City Fire Insurance Company      29459	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 365380480      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35833719WCE	12/10/2015	12/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		79832777	12/10/2015	12/10/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	72WECRR602710	8/2/2016	8/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROPERTY, Blanket limit of \$750,000 applies to Premises #1 & #2:  
 Premises #1: 1755 Telstar Dr. STE 300, Colorado Springs, CO, 80920, County of El Paso  
 Premises #2: 1750 Tysons BLVD STE 1500 MC LEAN, Virginia, 22102, county of Fairfax

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate See Attached...

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord NH 03305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher & Co. Insurance Brokers of CA.		NAMED INSURED Rivada Networks, LLC Neelima Pangchang PO Box 76 Centreville VA 20122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.  
The State of New Hampshire is an Additional Insured as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions (form to follow).