

**CITY OF GREENSBORO, GREENSBORO POLICE DEPARTMENT
AGREEMENT TO LEASE MONITORING DEVICES
AND PERFORM RELATED SERVICES**

This Agreement to Lease Monitoring Devices and Perform Related Services for the CITY OF GREENSBORO, GREENSBORO POLICE DEPARTMENT (the "Agreement") is entered into as of this **1st day of July, 2016** (the "Effective Date"), by and between Omnilink Systems Inc., (the "Company") and the **CITY OF GREENSBORO, GREENSBORO POLICE DEPARTMENT** (the "CITY").

RECITALS

WHEREAS, the CITY desires that the Company provide certain monitoring devices and related services of hosting and maintenance of the software application to monitor the location of such devices, and the Company desires to provide such Services; and

WHEREAS, the CITY and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, in consideration of the covenants and representations contained herein, the parties agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES.

The Company shall provide and perform for the CITY the Services that are described more fully in Exhibit A.

2. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 2.1 Exhibit A Scope of Services and Pricing
- 2.2 Exhibit B Additional Conditions
- 2.3 Exhibit C Iran Certification
- 2.4 Exhibit D Insurance Requirements

3. **DEFINITIONS.**

Unless otherwise defined herein, the following terms shall have the meaning set forth below:

<i>Agreement:</i>	This contract executed between the Company and the CITY.
<i>Point of Contact:</i>	Person designated by the GREENSBORO POLICE DEPARTMENT to act as a liaison between the GREENSBORO POLICE DEPARTMENT and the Company representing the interests of the CITY.
<i>Device:</i>	A mobile device purchased from or supplied by the Company to be used by CITY to Track and/or Monitor Offenders through Omnilink Focalpoint.
<i>Offender:</i>	An individual who is required by a judicial system to physically wear a Device that is monitored by CITY to acquire and track geophysical information regarding the individual's location.
<i>Omni/ink Focalpoint:</i>	The web-based software application used to Monitor Offenders wearing Devices that resides on computer servers maintained by the Company and made available via the Internet using a web browser, including any related documentation.
<i>Supervisor of Record:</i>	Person designated by the Company to act as a liaison between the CITY and the Company representing the interests of the Company.
<i>Services:</i>	Refers to the leasing of monitoring devices and related service of hosting and maintenance of Omnilink Focalpoint.
<i>Tracking/Monitoring</i>	The use of Omnilink Focalpoint to acquire data from each Device and to view or monitor the location of such Device(s)

4. **PRICING.**

Pricing for the services is outlined in Exhibit A.

5. **PAYMENT FOR SERVICES.**

5.1 The Company shall submit invoices within ten (10) days after the end of each calendar month that will include details of the Fees for the billing period just ended as follows:

Police Fiscal Administrator
GREENSBORO POLICE
DEPARTMENT
300 W. Washington St.
Greensboro, NC 27402

The CITY shall pay all accurate, uncontested, properly submitted invoices within thirty (30) days of receipt.

5.2 *Late Payment Fees.* Any payment not received by the Company by the due date shall accrue interest at a rate equal to the lower of (i) 1.5% of the outstanding balance per month, or (ii) the maximum rate permitted by applicable law, from the date such payment is due until the date paid. CITY shall also pay all sums incurred (including reasonable legal fees) in collecting overdue payments.

5.3 *Additional Fees.* If any sales tax, use tax, excise tax, import duty, export duty, or other similar tax or duty is imposed as a result of any transaction contemplated by this Agreement, CITY shall either bear such tax or duty by a direct payment to the taxing authority or shall reimburse the Company for such tax or duty paid by the Company. If CITY wishes to claim exemption from any sales taxes being imposed on the fees invoiced hereunder, it is CITY's obligation to provide the Company with the applicable valid sales tax exemption certificate(s) in a timely manner. CITY shall provide the Company with all applicable tax forms and certificates necessary to recuperate taxes paid on the fees.

5.4 *Suspension of Services.* If CITY has not paid all applicable fees when due, the Company may provide written notice to CITY of such failure and if CITY does not pay all outstanding fees within thirty (30) days, the Company may suspend CITY's access to the Services until all fees are paid in full. The exercise of such right shall not be deemed to waive Company's right to terminate this Agreement based upon such breach.

6. **NON APPROPRIATION OF FUNDS.**

If the CITY Council does not appropriate the funding needed by the CITY to make payments under this Agreement for a given fiscal year, the CITY shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the CITY shall promptly notify the Company of the non-appropriation and this Agreement shall be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the CITY, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

7. **NON EXCLUSIVITY.**

The Company acknowledges that it may be one of several providers of Services to the CITY and the CITY does not represent that it is obligated to contract with the Company for any particular project.

8. **TERM.**

The term for this Agreement is for the period beginning July 1, 2016 and ending June 30, 2017. The CITY reserves the right to extend, renew, or not to renew the Agreement.

9. **TERMINATION OF AGREEMENT.**

9.1 *Termination for Default by Either Party.*

By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- 9.1.1 The other party violates or fails to perform any material covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 9.1.2 The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
 - 9.1.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- 9.2 Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within thirty (30) days of receipt of written notice of default.
- 9.3

Obligations Upon Expiration or Termination.

Upon expiration or termination of this Agreement, the Company shall promptly return to the CITY all files, documentation, data, media, related material and any other material and equipment that are owned by the CITY. In addition, the Company shall provide all data from the database in a format approved by CITY.

Upon expiration or termination of this Agreement, CITY shall return each Device, shipment prepaid, to Company in the same condition as originally received, ordinary wear and tear accepted. Company shall charge, and CITY agrees to pay for any damages to any Device returned, the lower of (i) the cost to repair the Device (if Company determines it can be repaired), or (ii) the Replacement Cost set forth in Exhibit A. All costs Company may incur exercising its right to repossession shall be considered collection costs for which CITY shall be fully liable. CITY Fees for Devices returned in accordance with the foregoing sentence shall cease on the date the Devices are received by Company.
- 9.4

Termination without cause

The CITY may terminate this contract for any reason, with a thirty (30) day notice of intent to terminate all services without penalty.
- 9.5

Cancellation of Orders and Subcontracts.

In the event this Agreement is terminated by the CITY for any reason, the Company shall upon the effective date of termination (unless the CITY's notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts which are related to this Agreement.

- 9.6 No Effect on Taxes, Fees, Charges or Reports.
Any termination of this Agreement shall not relieve the CITY of the obligation to pay any fees, taxes or other charges then due to the Company, nor relieve either party from any claim for damages previously accrued or then accruing against such party.
- 9.7 Other Remedies.
Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.
- 9.8 Suspension.
In the event that the CITY disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that so long as it continues to receive payment for the undisputed portion of the Services, it will not terminate this Agreement or suspend or limit performance of the undisputed portion of the Services outlined in Exhibit A supplied by the Company, unless
(i) the parties agree in writing, or (ii) on order of a court of competent jurisdiction determines otherwise.
- 9.9 Authority to Terminate.
The Chief of Police or his designee is authorized to terminate this Agreement on behalf of the CITY.

10. COMPANY PERSONNEL AND SUBCONTRACTORS.

- a. Compliance with Procedures.
Company agrees that its personnel and the personnel of its subcontractors shall comply with all applicable rules, regulations, policies and security procedures of the CITY when on CITY's premises.

11. HARASSMENT.

The Company agrees to make itself aware of and comply with the CITY's Harassment Policy. The CITY will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12. COMPLIANCE WITH LAWS AND CODES.

The Company shall ensure that the Services are in compliance with all applicable local, state and federal laws and regulations. In performing the Services, the Company shall comply with all local, state and federal laws and regulations.

13. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to:

- a. Give any party the power to direct or control the day-to-day activities of the other; or
- b. Constitute such parties as partners, co-owners or otherwise as participants in a joint or common undertaking; or
- c. Make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

The Company shall be fully and solely responsible for its own acts, omissions, and those of its employees, officers, and subcontractors. The Company shall be responsible for hiring, firing, and otherwise supervising its employees, and shall be solely responsible for their pay and any benefits, government forms and reports, social security payments, and other necessary paperwork, all of which shall be available to the CITY for inspection at reasonable times upon two (2) business days' notice. The Company shall comply with all applicable state, federal, or local laws, ordinances, codes, rules, or regulations bearing on the conduct of the work including equal opportunity employment laws, OSHA regulations, minimum wage and hour regulations as set forth in the Fair Labor Standards Act. The Company shall be responsible for verification of any employee's eligibility to legally work in the United States.

14. ASSIGNMENT.

In the event of any assignment of this Agreement by the Company, the assignee shall accept such assignment and perform all work and other obligations of the Company as fully as if this Agreement were originally made by assignee.

CITY may not assign transfer, or sell any of its rights, or delegate any of its responsibilities under this Agreement without the Company's prior written consent. All assignments of rights by CITY are prohibited by this Section 14, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. CITY may not delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 14 is void.

15. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

16. INDEMNIFICATION.

To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party and its officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) to the extent that they arise directly from:

- 16.1 Any act(s) of gross negligence or willful misconduct by the other party or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or

- 16.2 Any act(s) of gross negligence or willful misconduct by the other party or any of its agents, employees or subcontractors which result in the work product provided by the said party being defective (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
- 16.3 Any lawsuits alleging criminal misbehavior by the other party's employee.

17. INSURANCE.

- 17.1 Prior to commencing the Services and throughout the term of this Agreement, Company shall provide the CITY with standard ACORD form certificates issued by its insurance carrier evidencing the insurance coverage described in Exhibit D. The Company shall maintain such insurance coverage throughout the term of this Agreement. In the event the Company fails to procure and maintain each type of insurance set forth below at any point during the term of this Agreement, or in the event the Company fails to provide CITY with the required Certificates of Insurance, the CITY shall be entitled to terminate this Agreement.

- 17.2 Other Insurance Requirements.

The CITY shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Certificates of such insurance will be furnished to the CITY and shall contain the provision that the CITY be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self- Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

If any part of the work under this Agreement is sublet, the subcontractor shall be required to show proof of General Liability coverage and Automobile coverage. Nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

19. HUMAN RESOURCES PROVISIONS.

As a condition of entering into this Agreement, the Company represents and warrants that it will fully comply with the CITY's Commercial Non-Discrimination Policy

20. DRUG FREE WORKPLACE.

The Company shall comply with the CITY's Drug Free Workplace Policy during the performance of this Agreement. The Company acknowledges having received a copy of such policy.

Failure to comply with the above Drug-free workplace requirements during the performance of the Agreement shall be grounds for termination of this Agreement.

21. NOTICES.

The CITY has identified the following CITY personnel as official Points of Contact for this Agreement to Services. Any notice, consent or other communication required or

contemplated by this Agreement shall be in writing, and shall be delivered by any of the following methods; in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company

Omnilink Systems Inc.
3330 Cumberland Blvd SE, Suite 700
Atlanta, GA 30339
Attention: Legal Notices
Email: contractadministrator@numerex.com

For the City

Greensboro Police Department
300 W. Washington Street
Greensboro, NC 27402
Telephone: 336-373-2352

Notice shall be effective upon the date of receipt by the intended recipient. Provided that any notice, which is sent by fax or electronic mail, shall also be promptly sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

22. CONTRACT MONITORING.

The CITY shall have the right to audit the Company's compliance with the provisions of this Agreement related to payment. The CITY shall have the right to conduct such audits, either through its own staff or through an independent auditor, at such times as the CITY deems appropriate (but no more often than once a year, and only during business hours), upon reasonable notice to the Company. Should the CITY elect to use an independent auditor, the firm selected shall not be a direct business competitor of the Company. The Company shall fully cooperate with all such audits, and shall make available for copying and inspection all books and records requested by the CITY or its designated agent. The Company shall further allow the CITY or its designated agent to inspect the Company's facilities in connection with such audits. The Company shall be entitled to an entrance and exit conference with the CITY auditors, and in addition, will have an opportunity to review and comment on the CITY auditor's draft report. The CITY shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. Notwithstanding the foregoing, in the event an audit reveals an overcharge to the CITY in excess of \$10,000 or a failure to perform services that has cost the CITY more than \$10,000, the Company shall reimburse the CITY for all reasonable documented expenses relating to the audit.

**21. REPRESENTATIONS AND WARRANTIES OF COMPANY AND CITY;
LIMITATION OF LIABILITY.**

21.1 Representations and Warranties.

The Company represents and warrants that:

22.1.1 It is a business, duly incorporated, validly existing and in good standing under the laws of Delaware and qualified to do business in each jurisdiction where the failure to so qualify would have a material adverse effect on the Company;

Each of Company and CITY represents and warrants that:

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- 21.1.2 It has all the requisite corporate or municipal power and authority to execute, deliver and perform its obligations under this Agreement;
 - 21.1.3 The execution, delivery, and performance of this Agreement have been duly authorized by it;
 - 21.1.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
 - 21.1.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 21.1.6 It shall not violate any agreement with any third party by entering into or performing this Agreement.

21.2 *Disclaimer of Warranties.* Without limiting the express warranties set forth in this Agreement, the Company does not warrant that the Services will meet CITY's requirements or that access to and use of the Services will be uninterrupted or free of errors or omissions. The Company cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. The Company shall not be responsible for any delays, errors, failures to perform, or disruptions in the Services caused by or resulting from any act, omission or condition beyond the Company's reasonable control.

21.3 IN NO EVENT WILL THE COMPANY'S TOTAL, AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, AND OTHER CONTRACT OR TORT CLAIMS), EXCEED THE AMOUNT OF DIRECT DAMAGES ACTUALLY INCURRED BY CITY, UP TO THE AMOUNT OF FEES PAID TO THE COMPANY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS OTHER THAN THOSE IDENTIFIED IN SECTION 16, (II) LOSS OR DAMAGE TO ANY RECORDS OR DATA, (III) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (IV) ACTIONS OR CONDUCT OF ANY OFFENDER, INCLUDING OFFENDERS BEING TRACKED OR MONITORED BY OMNILINK FOCALPOINT (V) THE LOSS OF SIGNALS FROM ANY GPS SATELLITE, THE LOSS OF SIGNALS FROM ANY MOBILE NETWORK CELL OR PROVIDER, THE LOSS OF TELEPHONE SYSTEM SIGNALS, THE LOSS OF INTERNET CONNECTIVITY OR (VI) ANY OTHER FACTORS OUTSIDE THE CONTROL OF THE COMPANY.

22. RESTRICTIONS ON USE AND LICENSES OF OMNILINK FOCALPOINT

22.1 *Restrictions on Use; No Modification.* CITY shall not do any of the following acts (individually, a "Prohibited Act", and collectively, "Prohibited Acts"): (i) willfully tamper with the security of Omnilink Focalpoint; (ii) access data on Omnilink Focalpoint not intended for CITY; (iii) log into an unauthorized server or account on Omnilink Focalpoint; (iv) attempt to probe, scan or test the vulnerability of Omnilink Focalpoint or to breach the security or authentication measures without proper authorization; (v) willfully render any part of Omnilink Focalpoint unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Omnilink Focalpoint; (vii) modify, translate, or create derivative works based on Omnilink Focalpoint; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit Omnilink Focalpoint or make Omnilink Focalpoint available to a third party other than as contemplated in this Agreement; (ix) use Omnilink Focalpoint for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of Omnilink Focalpoint without the Company's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on Omnilink Focalpoint; (xii) create any link to Omnilink Focalpoint or frame or mirror any content contained or accessible from Omnilink Focalpoint. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

22.2 *Firmware License.* Each Device provided by the Company contains firmware developed and owned by the Company. The Company hereby grants to CITY a limited, non-exclusive, non-transferable, royalty-free license, for the term of this Agreement, to use the firmware on each Device. The Company shall retain all rights to the firmware contained on each Device. The license granted herein shall be deemed to be in effect upon delivery of each Device.

22.3 *Ownership.* CITY acknowledges that, as between Company and CITY, all right, title and interest in Omnilink Focalpoint any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by the Company. This Agreement does not provide CITY with title or ownership of Omnilink Focalpoint or any software or firmware provided under this Agreement, but only the rights specified in this Agreement.

23. RESPONSIBILITIES OF CITY

23.1 *Access to Hosted Services.* The Company will provide to CITY a user name, password and other information necessary to access Omnilink Focalpoint. The CITY is responsible for keeping its user name and password confidential and for any communications or transactions made using its user name and password. The CITY is responsible for changing its user name and password if they believe that the same has been stolen or might otherwise be misused.

- 23.2 *Equipment and Utilities.* The CITY is responsible and shall bear the costs associated with providing and maintaining Internet access and all necessary telecommunications equipment, software and other materials ("Equipment") necessary for accessing Omnilink Focalpoint and, if applicable, the Monitoring Center Services. The CITY agrees to notify the Company of any changes in the Equipment, including any system configuration changes or any hardware or software upgrades, which may affect the CITY's ability to access Omnilink Focalpoint and, if applicable, the Monitoring Center Services.
- 23.3 *Consents.* CITY shall obtain the necessary consent from those individuals who are being Tracked and/or Monitored by use of the Device(s), authorizing the Tracking and/or Monitoring of such Device(s) by the Company and its subcontractors. CITY agrees to indemnify and hold the Company, and its subcontractors, harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized Tracking and/or Monitoring of the Device(s) utilized by CITY.

24. DEVICES; SHIPMENT; CERTIFICATION

- 24.1 *Device.* The Company shall provide Devices on the following terms: (i) unless otherwise specified in a purchase order, the Company retains title to each Device and no right, title, or interest in the Device shall pass to CITY hereunder. CITY shall not tamper with, alter or remove any identity labels, tags or proprietary rights notices on any Device and, upon the Company's request, shall affix to the Device any markings showing the Company's interest. Unless otherwise authorized by the Company, CITY shall not affix any marking or label on any Device. CITY shall not attempt to open fully-encased Devices; and (ii) CITY is responsible for any loss or damage to each Device from point of delivery to CITY until returned to the Company in the same condition as delivered to CITY, reasonable wear and tear excepted.
- 24.2 *Carrier.* The Company shall select the method of shipment and the carrier, consistent with the nature of the Devices and the hazards of transportation, upon receiving a purchase order.
- 24.3 *Delivery Address.* The Company shall ship Devices to the address specified by CITY on the purchase order. If the CITY fails to specify a destination for delivery, the Company shall deliver the Devices to CITY's address listed in this Agreement.
- 24.4 *Standard Shipping.* Unless otherwise requested by CITY, the Company will ship all Devices via ground delivery. The Company will invoice CITY the actual cost of any expedited shipment and shipping insurance when such expedited shipment is requested by CITY.
- 24.5 *Quarterly Certification.* On a quarterly basis, the CITY's CFO or similar officer shall certify to the Company in writing the number of Devices operating in the same condition as originally delivered, ordinary wear and tear accepted. If the CITY certification reveals that a Device is no longer operating in the same condition as originally delivered, ordinary wear and tear accepted, or is missing, CITY must either (i) pay to Company the Replacement Cost set forth in Exhibit A within thirty (30) days of CITY's certification. If CITY fails to provide a quarterly certification

or the Company believes that such certification is inaccurate, the Company shall have the right to inspect each Device ordered by CITY to confirm such Device is in the same condition as originally delivered, ordinary wear and tear accepted. If the Company's inspection reveals that a Device is no longer operating in the same condition as originally delivered, ordinary wear and tear accepted, or is missing, CITY must pay to the Company the Replacement Cost set forth in Exhibit A within thirty (30) days of the Company's inspection.

25. MISCELLANEOUS.

25.1 Entire Agreement.

This Agreement is the entire Agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

25.2 Amendment.

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

25.3 Governing Law and Jurisdiction.

The parties acknowledge that this Agreement is made and entered into in Guilford County, North Carolina, and will be performed in Guilford County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Guilford County, North Carolina. By the executing of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Guilford County, North Carolina.

25.4 CITY Not Liable for Delays.

It is agreed that the CITY shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any delay for any cause whatsoever. In the event that schedule delays or failures of performance on the part of the CITY impact the ability of the Company to meet its contractual requirements, the Company shall be excused from performance of this Agreement to the extent warranted by such impact. Should such schedule delay or failure of performance on the part of the CITY have a material impact on the cost of Company's performance of the Agreement, the parties shall meet to establish the terms of any mutually-agreeable change order that may be appropriate under the circumstances.

25.5 Force Majeure.

25.5.2 The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (1) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

25.5.3 An event, which satisfies any of the conditions set forth above, shall be referred to as a "Force Majeure Event". Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

25.5.4 Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the CITY by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the CITY may terminate this Agreement.

25.5.5 Strikes, slow-downs, walkouts, lockouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Company from the performance of its obligations under this Agreement.

Notwithstanding anything contained herein to the contrary, the CITY shall not be required to pay for any products or services that the Company fails to provide as a result of a Force Majeure Event.

25.6 Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25.7 No Publicity or Statements to the Press.

No advertising, sales promotion or other promotional material of the Company or its agents or representatives may identify or reference this Agreement or the CITY in

any manner absent the CITY's prior written consent. Failure to comply with this Section by the Company shall constitute a material breach and, without limiting other remedies the CITY may have, shall entitle the CITY to terminate this Agreement for default.

25.8 Approvals.

All approvals or consents required under this Agreement must be in writing.

25.9 Waiver.

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

25.10 Survival of Provisions.

The parties agree that all covenants and obligations which by their nature would continue after termination of this Agreement shall survive the termination of this Agreement, including but not limited to the following:

SECTION	3	DEFINITIONS
SECTION	9	TERMINATION OF AGREEMENT
SECTION	16	INDEMNIFICATION
SECTION	20	NOTICES
SECTION	22.3	LIMITATIONS OF LIABILITY
SECTION	23	MISCELLANEOUS

25.11 Interests of the Parties.

The Company covenants that its officers and employees have no interest and that it shall use reasonable best efforts to ensure that such persons do not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

25.12 No Bribery.

The Company certifies that neither it nor its employees, nor, to its knowledge, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe an officer or employee of the CITY in connection with this Agreement.

25.13 Familiarity and Compliance with Laws and Ordinances.

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

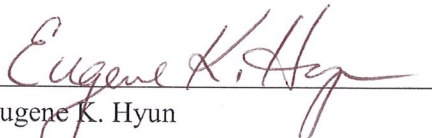
25.14 Titles of Sections.

This Agreement embodies the entire Agreement between the CITY and the Company. The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

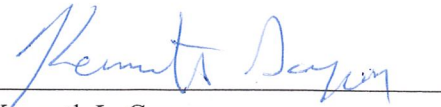
IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

Attested by:

OMNILINK SYSTEMS INC.



Eugene K. Hyun
Vice President of Legal Affairs



Kenneth L. Gayron
Chief Financial Officer



City of Greensboro
Contract Signature Authorization
Sheet Police

EXHIBIT A

SCOPE OF SERVICES AND FEES

Omnalink Systems Inc. shall provide mobile devices as requested by the CITY to track and/or monitor offenders through "Omnalink Focalpoint" software application.

Lease price Per Day: \$3.05

Features

Tamper Notifications	<1 Second
Buffer Zone Interval	1 Minute
GPS Interval	1 Minute or Greater
Impaired Interval	30 Minutes or Greater
Transmission rate	10 Minutes or Greater

Zones

Inclusion Zones	Unlimited
Exclusion Zones	Unlimited
Buffer Zones	Unlimited

Alerts

Email	Unlimited
Fax	Unlimited
SMS (Text Message)	Unlimited
Voice	Unlimited

Support

User initiated Instant Locates	Included
Standard Customer Support	Included
Web based user training	Included

Shelf Allowance

Shelf Allowance	25% Allowable
Shelf Price Over Allowance	\$1.00 Per Device Per Day

Other Items

Device Replacement Cost	\$400.00 Per Device
Locking Pins	No Charge
Pin Cap Covers	No Charge
Omnalink Strap	\$25.00 Per Strap
Omnalink Back Plate	\$20.00 Per Back Plate
Omnalink Charger	\$25.00 Per Charger
Charger To Ankle Cord	No Charger
Beacon Replacement Cost	\$150.00 Per Beacon
Ground Shipping	No Charge
Charger Tester	No Charge

New Contract Consumables (No charge)

Item	Quantity At No Charge
Omnalink Charger	50
Omnalink Strap	10
Omnalink Back Plate	10

Exhibit B
Additional Conditions

1. If updated models that become available during the term of this Agreement shall be leased to the CITY; Omnilink: retains title to each device. Omnilink: shall provide device protection to cover the potential loss or damage to mobile devices as follows:

A device that Omnilink: determines is damaged due to no fault of Omnilink; CITY will have the option of paying the lower of:

1. the actual cost of repair or;
2. the replacement cost of the Device

2. 2. Software application used to monitor offenders wearing devices that resides on servers maintained by Omnilink and made available via the Internet using a web browser, including any related documentation. Omnilink: grants to CITY a limited, non-exclusive, non- transferable, royalty bearing license to access Omnilink: Focalpoint through the Internet solely for the purpose of tracking and monitoring offenders with devices.

a. Omnilink: will archive and maintain location history and transaction activity generated by Omnilink: FocalPoint for five (5) years ("Data"). Omnilink: will maintain Data on the production servers for twelve (12) months.

Omnalink: will allow CITY to download Data nightly in FTP format. The data fields that CITY will be able to download from Omnilink are:

1. offender ID (PID);
2. latitude and longitude;
3. date and time collected; and
4. unique identifier for each point collected.

Exhibit C
Iran Divestment Act Certification

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's web address www.nctreasurer.com/Iran and will be updated every 180 days.

As of the date listed below, the vendor, bidder, or proposer named herein is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor, bidder, or proposer listed below to make the foregoing statement.

Name of Vendor, Bidder, or Proposer: Omnilink Systems Inc.

Signature:  Date: 6/13/16

Printed Name: Eugene K. Hyun Title: Vice President of Legal Affairs

EXHIBIT D

Insurance Requirements

A. Commercial General Liability.

Successful Service Provider shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of Services described in this RFP whether such operations are performed by contractor, any sub-contractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision in this RFP.

B. Automobile Liability.

Successful Service Provider shall be required to provide proof of bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

C. Worker's Compensation

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

D. The CITY shall be named as an additional insured under the commercial general liability insurance for operations or Services rendered under this contract.

Upon award of contract, the Service Provider shall furnish to the CITY certificates of all required insurance. The certificates shall contain the provision that the CITY will be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring company.

E. *If any part of the work under this contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Service Provider will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. Nothing contained herein shall relieve the Service Provider from meeting all insurance requirements or otherwise being responsible for the subcontractor.*

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2016

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).

PRODUCER The Simkiss Agency, Inc. P. O. Box 1787 2 Paoli Office Park Paoli, PA 19301		CONTACT NAME: Chris Baird PHONE (A/C, No, Ext): 610 727-5300 FAX (A/C, No): 610-727-5414 E-MAIL ADDRESS:																						
INSURED Numerex Corp. 3330 Cumberland Blvd, SE Suite 700 Atlanta, GA 30339		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Zurich-American Insurance Compa</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>American Guarantee & Liab Ins C</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich-American Insurance Compa		INSURER B:	American Guarantee & Liab Ins C		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

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.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPO982712704	10/31/2015	10/31/2016	EACH OCCURRENCE	\$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY			CPO982712704	10/31/2015	10/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		AUC583477003	10/31/2015	10/31/2016	EACH OCCURRENCE	\$20,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$20,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC982712804	10/31/2015	10/31/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y / N	N / A				E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)	<input checked="" type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Greensboro
 300 West Washington Street
 Greensboro, NC 27401

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

Brian C Block

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