

Exhibit “A”

CONTRACT

BETWEEN

WEST ORANGE NEW JERSEY

And

ProComm Systems Inc.

Livingston Site Development

DATE: _____, 2010

Livingston Site Development

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THIS CONTRACT ("Contract") is made and entered into this ____ day of _____ 2010 ("Effective Date"), by and between the Township of West Orange (Buyer) and ProComm Systems Inc. (Seller)

RECITALS:

- R-1. Seller delivered a proposal entitled "LIVINGSTON SITE DEVELOPMENT" dated March 9, 2010, to provide services requested by the buyer to design and build a second communication site on Chetwynd Dr. in the Township of Livingston.
- R-2. Buyer has selected Seller's Proposal and now desires to contract with Seller to provide Buyer with the services to design and build a second communication site on Chetwynd Dr. in the Township of Livingston.
- R-3. Buyer and Seller desire to enter into this Contract to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

SECTION 1. SCOPE OF WORK:

Seller shall deliver all Services in accordance with the terms of Seller's Proposal and this Contract.

SECTION 2. BUYER'S OBLIGATIONS:

- A. The Buyer's obligations set forth in Seller's Proposal and this Contract shall be performed by Buyer in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under this Contract.
- B. In addition to the obligations specifically identified in Seller's Proposal, Buyer shall also have the following additional obligations.
 - (1) Buyer shall designate a project manager to act as Buyer's primary interface with the Seller.
 - (2) Buyer shall provide ready access at all times to seller, when work is to be performed at any location.

SECTION 3 PRICE:

The Total Contract Price to be paid by Buyer to Seller is One Hundred Thirty Eight Thousand Five Hundred Seventy Five Dollars (\$138,575.00). This price is inclusive of the services to be performed as set forth in the seller's proposal.

SECTION 4. TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 5. PAYMENTS:

- A. The Total Contract Price for services rendered shall be paid by the Buyer to Seller as follows:
 - 1. The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date

of Seller's invoice

B. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 6. SELLER'S INSURANCE:

A. Seller shall maintain in force at all times during Seller's performance under the Contract not less than the following insurance coverage with insurers authorized to do business in the state(s) in which work hereunder is to be performed by Seller:

- (1) workers' compensation insurance as required by law;
- (2) general liability insurance with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage per occurrence; and
- (3) motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence.

SECTION 7. LIMITATION OF LIABILITY:

A. Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Contract, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Contract or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware, Software or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANYOTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.

- B. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within six (6) years after the cause of action accrued or it shall be deemed waived or barred.
- C. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract or any other agreement.
- D. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

Section 8. Indemnification:

- A. Seller shall be responsible for and agrees to indemnify Buyer and hold Buyer harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller as soon as practical of any third party claim, demand or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend such claim, demand or cause of action.
- B. Buyer shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Buyer, Buyer's officers, officials, agents, employees, or subcontractors. Seller agrees to notify Buyer as soon as practical of any third party claim, demand or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend such claim, demand, or cause of action

SECTION 9. NOTICES:

Notices and other communications between the parties shall be transmitted by facsimile, electronic mail, or in writing to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Township of West Orange
66 Main St.
West Orange, NJ 07052
Attn: John K. Sayers, Business Administrator

WITH A COPY TO:

West Orange Police Department
66 Main St.
West Orange, NJ 07052
Attn: James Abbott, Chief of Police

IF TO SELLER:

ProComm Systems Inc,
823 Uniontown Rd
Phillipsburg, NJ 08865
Attn: Daniel Kirlin

SECTION 10. TERM:

The term of this Contract shall commence upon the Effective Date of this Contract and shall run through the end of final payment to seller for services performed.

SECTION 11. ENTIRE AGREEMENT:

This Contract together with all Exhibits and Seller's Proposal which is incorporated herein by reference constitute the entire understanding and agreement between Buyer and Seller concerning the subject matter hereof and any negotiations, prior discussions, representations, promises, understandings, proposals, agreements, warranties, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on either party.

SECTION 12. AMENDMENT:

No modification or amendment or other change to this Contract shall be binding on either party unless set forth in a writing signed by both Buyer and the Project Manager or other authorized representative of Seller.

SECTION 13. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Contract shall not affect the validity of the remainder of such Section or the Contract.

SECTION 14. WAIVER:

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

Township of West Orange

WITNESS:

By: _____

Name: _____

Witness Name: _____

Title: _____

Date: _____

SELLER

ProComm Systems Inc.

WITNESS:

By: _____

Name: _____

Witness Name: _____

Title: _____

Date: _____

Exhibit “B”

CONTRACT

BETWEEN

WEST ORANGE NEW JERSEY

And

ProComm Systems Inc.

Communications Center Relocation

DATE: _____, 2010

West Orange Dispatch Center Relocation

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THIS CONTRACT ("Contract") is made and entered into this ____ day of _____ 2010 ("Effective Date"), by and between the Township of West Orange (Buyer) and ProComm Systems Inc. (Seller)

RECITALS:

- R-1. Seller delivered a proposal entitled "Dispatch Relocation" dated March 9, 2010, to provide services requested by the buyer for relocation of its current communications center
- R-2. Buyer has selected Seller's Proposal and now desires to contract with Seller to provide Buyer with the services of relocating its communications center
- R-3. Buyer and Seller desire to enter into this Contract to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

SECTION 1. SCOPE OF WORK:

Seller shall deliver all Services in accordance with the terms of Seller's Proposal and this Contract.

SECTION 2. BUYER'S OBLIGATIONS:

- A. The Buyer's obligations set forth in Seller's Proposal and this Contract shall be performed by Buyer in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under this Contract.
- B. In addition to the obligations specifically identified in Seller's Proposal, Buyer shall also have the following additional obligations.
 - (1) Buyer shall designate a project manager to act as Buyer's primary interface with the Seller.
 - (2) Buyer shall provide ready access at all times to seller, when work is to be performed at any location.

SECTION 3 PRICE:

The Total Contract Price to be paid by Buyer to Seller is Forty Eight Thousand Five Hundred Dollars (\$48,500). This price is inclusive of the services to be performed as set forth in the sellers proposal..

SECTION 4. TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 5. PAYMENTS:

- A. The Total Contract Price for services rendered shall be paid by the Buyer to Seller as follows:
 - 1. The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date

of Seller's invoice

B. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 6. SELLER'S INSURANCE:

A. Seller shall maintain in force at all times during Seller's performance under the Contract not less than the following insurance coverage with insurers authorized to do business in the state(s) in which work hereunder is to be performed by Seller:

- (1) Workers' compensation insurance as required by law;
- (2) general liability insurance with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage per occurrence; and
- (3) Motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence.

SECTION 7. LIMITATION OF LIABILITY:

A. Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Contract, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Contract or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware, Software or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANYOTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.

- B.** Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within six (6) years after the cause of action accrued or it shall be deemed waived or barred.
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- B. Buyer shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Buyer, Buyer's officers, officials, agents, employees, or subcontractors. Seller agrees to notify Buyer as soon as practical of any third party claim, demand or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend such claim, demand, or cause of action

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IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

Township of West Orange

WITNESS:

By: _____

Name: _____

Witness Name: _____

Title: _____

Date: _____

SELLER

ProComm Systems Inc.

WITNESS:

By: _____

Name: _____

Witness Name: _____

Title: _____

Date: _____