

Swift911™ EMERGENCY NOTIFICATION SERVICE ORDER AND AGREEMENT – TERMS AND CONDITIONS

SWIFTREACH NETWORKS, INC. (“SwiftReach”) and the TOWNSHIP OF WEST ORANGE (the “Customer”) (collectively the “Parties”) hereby agree to the following terms and conditions of this Services Agreement (the “Agreement”):

1. SERVICES:

Emergency Notification Service known as “Services” is defined as: SwiftReach agrees to provide an enhanced network service platform to route outbound telephone notification messages (“TNM”) to those persons listed on the database (“entry” or “entries”) supplied by Customer. Customer shall activate each request by telephone call (or using a web-browser) and use either a pre-recorded message, or create a new message. SwiftReach will attempt a minimum of one call to each entry and shall retain a phone log of the connection and/or attempt to each entry. SwiftReach’s log shall be made available to Customer at no cost to Customer upon the completion of each activation.

Customer shall have the ability to maintain its own database and call list on the website for no charge. Customer, in its sole discretion may edit locations from the database. SwiftReach shall have no obligation to edit call lists, but shall be permitted to do so upon learning of any manifest errors, or omissions in performing any review of the database. Customer is fully responsible for the accuracy of the information and SwiftReach assumes no responsibility therefore. Any corrections to initial programming shall be made, without charge, for the term of the Agreement.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed as a sale, transfer or license of the software and hardware employed by SwiftReach for the TNM Service. Upon termination of the Customer’s service agreement for any reason, the TNM Service shall also terminate and, other than the current listing of Customer’s database that was provided by the Customer to SwiftReach, Customer shall have no right to the return or delivery of any other information including SwiftReach provided data, software or hardware. Customer shall have no right to re-engineer any software utilized in the process and no trademark, license, trade secrets or other proprietary information controlled by SwiftReach is intended to be conveyed hereby.

2. EFFECTIVE DATE and TERM:

This Agreement shall become effective upon execution by the Mayor of the Township of West Orange, following approval by resolution of the Township Council for the Township of West Orange Township (the “Effective Date”). All Service shall be provided for a term of one year commencing on January 1, 2015 through December 31, 2015 (the “Initial Term”). After completion of the Initial Term, Customer shall have an option to renew for an additional one year term from January 1, 2016 through December 31, 2016 (“the “First Renewal Term”). Customer must provide notice to SwiftReach within thirty (30) days from the end of the Initial Term to provide notice of cancellation of the Agreement, if Customer does not provide notice of cancellation of the Agreement within thirty (30) days from the end of the Initial Term, the

Agreement shall automatically be renewed for the First Renewal Term. After completion of the First Renewal Term, Customer shall have an option to renew for an additional one year term from January 1, 2017 through December 31, 2017 (the "Second Renewal Term"). Customer must provide notice to SwiftReach within thirty (30) days from the end of the First Renewal Term to provide notice of cancellation of the Agreement, if Customer does not provide notice of cancellation of the Agreement within thirty (30) days from the end of the First Renewal Term, the Agreement shall automatically be renewed for the Second Renewal Term.

3. BILLING, PAYMENT TERMS and RATES:

The fees for Service under the Agreement shall be an annual rate of \$14,995.00 to be paid on a monthly basis at \$1,249.58 per month (the "Monthly Rate"). Customer shall also pay a one-time fee of \$500.00 set up and installation of all necessary software. Customer shall also be responsible for payment of any applicable local, state, or federal taxes. On the first day of each month, SwiftReach shall issue an invoice to Customer for the monthly rate of \$1,249.58. Payment shall be due on the twentieth (20th) day of each month.

Any amount not paid within twenty days after the invoice date shall bear interest commencing on the invoice date and continuing through the date payment is received, at a rate of 1.5% per month. In addition, invoices not paid by the twentieth (20th) day from the invoice date will not be eligible for quoted volume or term discounts.

Customer is responsible for paying the entire amount billed on the invoice, including reasonably disputed charges, whether or not documented in writing to SwiftReach. Any dispute resolved in Customer's favor shall be credited on Customer's next invoice. Customer shall not seek legal or equitable remedies, including without limitation, injunctive relief, which would require SwiftReach to continue providing Service to Customer while any delinquent amount payable to SwiftReach remains unpaid, unless such injunctive relief also includes requirement for the payment of such delinquent amounts payable to SwiftReach. A customer requested change that requires network programming changes or the time of a Programmer or Engineer, may incur an hourly charge of \$200 per hour.

Except where otherwise required by applicable law or the provisions of this Agreement applicable to Term plans, SwiftReach may revise the rates for Service from time-to-time upon thirty days written notice to the Customer, to reflect changes in regulatory-imposed fees, the cost to provide service, service charges and tariffs, or otherwise. In the event that SwiftReach provides notice that the rates for Services will be revised, customer shall have the right to terminate the agreement wherein SwiftReach shall provide services at the current rate for an additional thirty (30) days to allow Customer to transition to a new service provider.

4. LIMITATION of LIABILITY:

SwiftReach warrants and represents that it will provide the Services consistent with the industry best practices and to the best of its abilities and care, but cannot guarantee the transmission of any particular message, except to the extent that an extended interruption of service shall be deemed a basis for termination of this Agreement pursuant to paragraph 6 of this Agreement. SwiftReach is not liable to Customer for any act of or representation made by independent

Distributors or Agents who sell SwiftReach Service, unless expressly approved by an officer of SwiftReach in writing or unless contained in a document provided by SwiftReach to Customer.

Customer recognizes the complex nature of telecommunications technology. SwiftReach shall not be responsible for any hardware/software including, but not limited to, PBX and PBX programming, CSU, DSU, channel bank, routers or any other customer-premises equipment required for any service provided by SwiftReach. Except as specifically set forth herein or in any attachment or addendum, the Service and related software and/or equipment provided by SwiftReach, if any, are provided on an “as is” and “as available” basis, however, SwiftReach warrants that such software and/or equipment shall be in working condition to fulfill the Services under this Agreement. In addition, to the extent that such software and/or equipment does not work properly or as described in this Agreement, SwiftReach shall replace the equipment and/or software at no cost to Customer. Under no circumstances shall SwiftReach have any liability for: (a) any act or omission of any connecting carrier or any underlying carrier or local exchange company whose services are resold by SwiftReach, or any other third-party provider of connections, equipment, facilities or service to Customer or SwiftReach; (b) any act or omission of Customer, its agents, servants, employees, invitees or guests; or (c) any failure of equipment, facilities or connections provided by the Customer.

IN NO EVENT SHALL THE PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST REVENUE, PROFIT, CUSTOMERS, GOODWILL OR DATA, ARISING FROM OR RELATED TO THE SERVICE, INCLUDING ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS OR DELAYS BY SWIFTRREACH, ITS PROVIDERS, AGENTS, SERVANTS OR EMPLOYEES IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, BILLING, TERMINATING OR CHANGING REGULATED OR NON-REGULATED SERVICES OR FACILITIES AS CONTEMPLATED HEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT OR STRICT PRODUCT LIABILITY.

SwiftReach warrants and represents that it has and will maintain general commercial liability insurance with coverage up to \$1,000,000 for the duration of the Initial Term. Upon execution of this agreement, SwiftReach shall provide the Township with a Certificate of Insurance evidencing its general commercial liability insurance coverage. Customer agrees that any claims against SwiftReach shall not exceed \$1,000,000 consistent with SwiftReach's general commercial liability insurance.

Customer represents and warrants that this is a commercial and business transaction, and not a consumer transaction.

5. UNAUTHORIZED USE:

The Customer shall not permit any person who is not an authorized end-user of the Swift911 Emergency Notification Service Software or any SNI outbound notification software hereunder. The Customer will not allow the Swift911 Emergency Notification Service Software or any SNI

outbound notification software to be used in any manner that is a violation of State or Federal law, in particular but not limited to, laws restricting the use of Automated Calling.; such as Federal Trade Commission rules regarding automated prerecorded telephone calls under the Telemarketing Sales Rule (TSR).

6. TERMINATION:

In the event of an interruption of Service for a period of longer than three (3) consecutive days or in the event that Service is not provided in a manner consistent with the terms of this Agreement, Customer shall have the right on thirty (30) days notice to terminate the agreement without incurring any liability, however payment must be made for unpaid services rendered from the effective date of such termination through the termination of the Agreement.

7. CANCELLATION:

SwiftReach may discontinue Service or cancel an application for service, without incurring any liability, for any of the following reasons: (a) non-payment when due of any sum payable to SwiftReach for service; (b) violation of any law, rule or regulation of any governing authority having jurisdiction over the service; (c) by order of a court or other governmental or quasi-governmental authority having such jurisdiction; (d) if Customer provides false or misleading credit information; (e) if, in the sole discretion of SwiftReach, Customer's financial condition has deteriorated or if Customer is involved in any bankruptcy or similar proceeding; (f) fraudulent use of the Service; or (g) any material default under this Agreement including, but not limited to, violation of SwiftReach's Acceptable Use Policy, as applicable.

8. MISCELLANEOUS:

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of New Jersey, and any action commenced hereunder shall be brought exclusively in a court of competent jurisdiction in the State of New Jersey. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing signed by the party against whom the enforcement of such waiver, amendment or modification is sought.

Each party represents that it has the full right, power and authority to enter into this Agreement and to perform all of the obligations on its part contemplated herein.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier, to:

For Customer:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Anne Desantis, Purchasing Agent

With a copy to

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera and Sodono, P.C.
347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052

For SwiftReach:

SwiftReach
14 Industrial Avenue, Suite 4,
Mahwah, NJ 07430
Attention: Chief Executive Officer.

Either party may, at any time, notify the other of a change of address for notices, by giving written notice in accordance with this Paragraph. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer or the terms of any other agreement between Customer and SwiftReach. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

If necessary, and if requested by Customer, SwiftReach will provide commercially reasonable assistance to Customer in obtaining necessary facilities from the local telephone company through which Customer may use SwiftReach service. Customer is responsible for such activity and is liable for any and all charges incurred therefore.

9. PRESS RELEASE:

SwiftReach may issue a press release announcing the general nature of the relationship between SwiftReach and Customer.

10. VERIFICATION and CREDIT APPROVAL:

Customer shall provide SwiftReach with credit information as requested. SwiftReach reserves the right to withhold initiation or implementation of Service under this Agreement pending credit review. In the event Customer's order is provisioned prior to completion of verification and credit check, said provisioning shall be deemed conditional and may be canceled immediately in the event of an unsatisfactory credit report or failure on the part of Customer to provide a required deposit.

11. NO ASSIGNMENT; ENTIRE AGREEMENT:

Neither Party may assign this Agreement without the prior written consent of the other Party, which may be withheld in that party's sole discretion. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective affiliates, successors and permitted

assigns. This Agreement, together with any attachments, constitute the entire Agreement and understanding between Customer and SwiftReach as to the subject hereof.

12. FAIR USAGE POLICY:

The Notification Service program is provided with the understanding that SwiftReach Networks' enhanced network service platform to route outbound telephone notification messages ("TNM") to those persons listed on the client's authorized database is done so for emergency purposes.

As stated in the NENA Minimum Standards for Emergency Telephone Notification Systems Document 56-003 dated June 12, 2004; Prepared by the National Emergency Number Association (NENA) and the Emergency Telephone Notification Systems Working Group of the Standard Operating Committee; as published by NENA, an emergency is defined under section 3.2.4 Classifying Events, as "For systems that offer the ability to classify a notification event, though it is recognized that there will be some difference in terminology between agencies and system manufacturers, emergency notification events should generally be categorized as follows:

- a. Emergency Warning (eg. Approaching storm)
- b. Emergency Concern (eg. Lost/missing person, amber alert)
- c. Emergency Alert (eg., Escaped/at-large criminal)
- d. Emergency Other (Agency defined emergency event)"

Emergency calls to phones and mobile phones and text messages included in your subscription are subject to a fair usage limit of 24 total voice and text messages combined per telephone number entered in your database for each one (1) year term. Using the formula; initial database size x 24 messages = Total Annual Messages. For example, an account with a database of 10,000 telephone numbers will have a fair usage list of 240,000 minutes / text messages per year.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the Effective Date described above.

SWIFTREACH NETOWRKS

By: _____
Name: _____
Title: _____

Dated: _____, 2014

TOWNSHIP OF WEST ORANGE

By: _____
Mayor Robert D. Parisi
Township of West Orange

Dated: _____, 2014

Attest: _____
Karen J. Carnevale, R.M.C.