

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") dated _____, 2020 ("Effective Date") is entered into by Omnilink Systems Inc., a Delaware corporation, having a place of address at 400 Interstate North Parkway SE, Suite 900, Atlanta, GA 30339 ("Omnilink") and **the City of Las Vegas, a political subdivision of the State of Nevada** ("Customer"), having an address at 495 S. Main Street, Las Vegas, Nevada 89117.

WHEREAS Omnilink is a leading provider of web-based monitoring and tracking solutions and related products and services for Offender Management.

WHEREAS Customer wishes to utilize certain hardware, software and other services made available by Omnilink to track and monitor Offenders.

NOW THEREFORE, in consideration of the rights and benefits that they will each receive in connection with this Agreement, the parties, intending to be legally bound, agree as follows:

By the signatures of their duly authorized representatives below, Omnilink and Customer have executed this Agreement in one or more counterparts, each of which constitutes an original but all of which together constitute one agreement. Transmission of signature pages by facsimile or other electronic means is acceptable.

Omnilink Systems Inc.

City of Las Vegas

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Approved as to Form:
Dimitri P. Dalacas 7/13/2020
Dimitri P. Dalacas / Date
Deputy City Attorney

All notices required or permitted under this Agreement must be personally delivered or delivered by next day courier to the applicable address specified above and will be deemed to have been served and given upon confirmation of delivery by the courier. Each party will promptly notify the other party of any name change, change of address, or change of contact information for notice purposes.

If to Omnilink:

ATTN: Contract Administrator
Omnilink Systems Inc.
400 Interstate North Parkway SE, Suite 900
Atlanta, GA 30339
(E): legal@sierrawireless.com
(O): 800.665.5686
(F): 770.693.5951

If to Customer:

ATTN: Contract Notices
City of Las Vegas
Attn: Dana Hlavac
200 Lewis Avenue
Las Vegas, NV 89101
(E): dhlavac@lasvegasnevada.gov
(O):
(F):

[Agreement Continues Next Page]

“Territory” means the United States of America.

“Track(ed/ing)” or “Monitor(ed/ing)” shall mean the use of Omnilink Focalpoint to acquire data from each Device and to view or monitor the location of such Device(s).

1. DEFINITIONS

In addition to the terms defined in the body of this Agreement, the following terms have the following meanings:

“**Confidential Information**” means non-public information that a party provides and reasonably considered to be of a confidential, proprietary or trade secret nature, including marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall not include Non-Confidential Information.

“**Device**” means a mobile device leased from Omnilink to be used by Customer to Track and/or Monitor Offenders through Omnilink Focalpoint.

“**Non-Confidential Information**” means information which (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (x) as rightfully known to the receiving party prior to the time of its disclosure, or (y) to have been independently developed by the receiving party; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

“**Offender**” is an individual who is required by a judicial system to physically wear a Device that is monitored by Customer to acquire and track geophysical information regarding the individual’s location.

“**Omnilink Focalpoint**” is the web-based software application used to Monitor Offenders wearing Devices that resides on computer servers maintained by Omnilink and made available via the Internet using a web browser, including any related technology and documentation.

“**Server**” means the server or servers as designated by Omnilink from time to time through which Omnilink provides the Services in accordance with the Agreement.

“**Services**” shall mean the hosting and maintenance of Omnilink Focalpoint on Servers pursuant to the terms and conditions of this Agreement and if elected by Customer, the provision of Monitoring Center Services as specified in Exhibit

2. ORDERS

2.1 Orders. Subject to the terms and conditions of this Agreement, at any time during the term of this Agreement, Customer may submit one or more orders referencing this Agreement to purchase Devices and related accessories (collectively, the “**Products**”). Each order must include the model number and quantity of each Device and related accessories it desires to purchase, unit price and total price, requested delivery date and delivery location. All orders are subject to Omnilink’s written acceptance or rejection. No orders may be canceled or rescheduled once accepted by Omnilink or shipped by Omnilink. Any additional or different terms contained on any orders are hereby rejected and will be deemed null and void.

3. ACCESS TO OMNILINK FOCALPOINT: RESTRICTIONS ON USE AND LICENSES

3.1 Access to Omnilink Focalpoint. Subject to the terms and conditions of this Agreement, Omnilink hereby grants to Customer 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 within the Territory. Omnilink Focalpoint shall be made available to the Customer on-line at <http://www.omnilink.com/focalpoint> (or such other URL or URLs as Omnilink may designate from time to time) from a third party hosted facility and/or other systems used by Omnilink to host Omnilink Focalpoint.

3.2 Restrictions on Use; No Modification. Customer 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 or Device, (ii) access data on Omnilink Focalpoint or Device not intended for Customer; (iii) log into an unauthorized server or account on Omnilink Focalpoint; (iv) attempt to probe, scan or test the vulnerability of Omnilink Focalpoint and Device 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 and Device; (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) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on Omnilink Focalpoint; (xi) 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.

3.3 Firmware License. Each Device provided by Omnilink contains firmware developed and owned by Omnilink. Omnilink hereby grants to Customer a limited, non-exclusive, non-transferrable, royalty-free license, for the Term (defined below), to use the firmware on each Device. Omnilink shall retain all rights to the firmware contained on each Device. The license granted herein shall be deemed to be in effect on delivery of each Device.

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

4. SERVICES

4.1 Availability of Services. Subject to the terms and conditions of this Agreement, Omnilink shall use commercially reasonable efforts to make the Services available for twenty-four hours a day, seven days a week. Customer agrees that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of Omnilink, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Omnilink may undertake; or (iii) interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures. Customer shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. Customer agrees that Omnilink has no control of availability of Services on a continuous or uninterrupted basis. Omnilink does not guarantee any specific response rate (bandwidth). Any unavailability of the Services will be relayed to Customer as soon as possible.

4.2 Site Backup. Customer is encouraged to back up their respective data. Omnilink will archive and maintain location history and transaction activity generated by Omnilink Focalpoint ("**Data**") for five (5) years. Omnilink will maintain Data on the productions servers for twelve (12) months. Upon written request from Customer, Omnilink will supply Data

older than twelve months (but not older than five years) for the date range and Offenders specified by Customer.

4.3 Security. Omnilink shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of Omnilink Focalpoint and any databases or other sensitive material; and Omnilink shall notify Customer of any known security breaches or holes that adversely affect Customer.

4.4 Uninterrupted Power Supply (UPS). Omnilink will implement a high-availability architecture at the data center to ensure, as much as possible, continued availability of access by Customer even when there is power failure and/or hardware malfunction.

4.5 Technical Support. Omnilink agrees to provide to Customer standard telephone customer support for problems with Devices and Omnilink Focalpoint twenty-four (24) hours a day, seven (7) days a week. Technical support does not include support for Monitoring Center Services or Omnilink acting as a Monitoring center, unless Customer has selected Monitoring Center Services as specified in Exhibit B.

5. CUSTOMER RESPONSIBILITIES

5.1 Access to Hosted Services. Omnilink will provide to Customer a user name, password and other information necessary to access Omnilink Focalpoint. Customer is responsible for keeping their respective user names and passwords confidential and for any communications or transactions made using its user name and password. Customer is responsible for changing their respective user names and password if it believes that the same has been stolen or might otherwise be misused.

5.2 Equipment and Utilities. Customer 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. Customer agrees to notify Omnilink of any changes in the Equipment, including any systems configuration changes or any hardware or software upgrades, which may affect Customer's ability to access Omnilink Focalpoint and, if applicable, the Monitoring Center Services.

5.3 Consents. Customer shall obtain the necessary consent from those individuals who are being Tracked and/or Monitoring by use of the Device(s), authorizing the Tracking and/or Monitoring of such Device(s) by Omnilink and its subcontractors. Customer agrees to indemnify and hold Omnilink, and its subcontractors, harmless from any and all costs and expenses regarding any claims(s) arising from the

unauthorized Tracking and/or Monitoring of the Device(s) utilized by Customer.

5.4 Credit. Customer shall cooperate with the timely completion of the credit application provided by Omnalink for purposes of establishing a credit limit for outstanding invoices. Customer agrees to notify Omnalink of any changes in credit status during the course of this Agreement and may request a review of the credit limit at any time. Customer understands that a credit limit must be established prior to shipment of Devices and/or initiation of Services.

6. FEES AND INVOICES

6.1 Fees. Customer shall pay to Omnalink all of the fees (collectively, the "Fees") specified in Exhibit A for the Services. Except as otherwise provided in this Agreement, Fees are non-refundable. For any Products that Customer elects to purchase, Customer shall pay the prices specified in Exhibit A.

6.2 Invoicing. If requested by Omnalink, Customer will execute Exhibit C to this Agreement (ACH Debits) authorizing Omnalink to debit Customer's account on the 28th of each month for amounts currently due and will maintain such account with funds sufficient to pay all Fees due from Customer. Upon Customer's request Omnalink will provide Customer an invoice detailing the Fees debited. Customer will pay any amounts not paid via ACH Debits within five days from the date of the applicable invoice.

6.3 Late Payment Fees. Any payment not received by Omnalink 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. Customer shall also pay all sums incurred (including reasonable legal fees) in collecting overdue payments.

6.4 Additional Fees. All Fees are net to Omnalink. 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, Customer shall either bear such tax or duty by a direct payment to the taxing authority and shall reimburse Omnalink for such tax or duty paid by Omnalink. If Customer wishes to claim exemption from any sales taxes being imposed on the fees invoiced hereunder, it is Customer's obligation to provide Omnalink with the applicable valid sales tax exemption certificate(s) in a timely manner. Customer shall provide Omnalink with all applicable tax forms and certificates necessary to recuperate taxes paid on the fees.

6.5 Suspension of Services. If Customer has not paid all applicable amounts when due, Omnalink may provide written notice to Customer of such failure and if Customer does not pay all outstanding amounts within fifteen (15) days of Omnalink's

notice, Omnalink may suspend Customer's and Customer Customers' access to the Services on ten (10) days written notice and/or withhold shipment of Products to Customer until all past due amounts are paid in full. Customer shall ensure that the exercise of such right shall not be deemed to waive Omnalink's right to terminate this Agreement based upon such breach.

6.6 Audit. No more frequently than once per calendar year, Customer shall have the right to inspect (through an independent auditor who may only provide Customer with a detail report of discrepancies found) the records of Omnalink on reasonable advance written notice and during Omnalink's regular business hours to verify the invoices submitted to Customer for payment hereunder. Such records shall be maintained for a period of at least one year from the date of creation of such record. The cost of such audit shall be borne by Customer unless such audit reveals an error rate of five percent (5%) or more in favor of Customer, in which case the cost will be paid by Omnalink. Payment of any amount determined to be due Customer as a result of such audit shall be made within thirty days of receipt of Customer's invoice therefore. If the audit determines that any monies are owed Omnalink by Customer, a copy of the audit report shall be provided to Omnalink and Customer shall pay Omnalink such amount within thirty (30) days of Customer's receipt of the auditor report.

6.7 Change in Fees. Omnalink may, in its sole discretion, change prices, terms and conditions of this Agreement to be effective (i) upon the next Renewal Term provided Omnalink gives not less than sixty (60) days written notice to Customer of such changes prior to the commencement of such Renewal Term (as defined in Section 12.1 – Term & Renewal); and (ii) immediately, in the event of a change to Omnalink's cost of delivery of Services as a result of a change in any applicable law, regulation, or similar governmental action. These changes include both in an increase or decrease in fees.

7. DEVICES AND SHIPMENT

7.1 Device. For all Devices leased by Omnalink, Omnalink retains title to each Device and no right, title, or interest in the Device shall pass to Customer hereunder. Customer shall not tamper with, alter or remove any identity labels, tags or proprietary rights notices on any Device and, upon Omnalink's request, shall affix to the Device any markings showing Omnalink's interest. Unless otherwise authorized by Omnalink, Customer shall not affix any marking or label on any Device. Customer shall not attempt to open fully-encased Devices; and Customer is responsible for any loss or damage to each Device from point of delivery to Customer until returned to Omnalink in the same condition as delivered to Customer, reasonable wear and tear excepted.

7.2 *Carrier.* Omnalink shall select the method of shipment and the carrier, consistent with the nature of the Products and the hazards of transportation, upon receiving all orders.

7.3 *Delivery Address.* Omnalink shall ship Products to the address specified by Customer on the orders. If Customer fails to specify a destination for delivery, Omnalink shall deliver the Products to Customer's address listed in this Agreement.

7.4 *Standard Shipping.* Unless otherwise requested by Customer, Omnalink will ship all Products via ground delivery. If expedited shipping is requested, Omnalink will invoice Customer the actual cost of shipment and shipping insurance.

7.5 *Return of Devices.* Upon expiration or termination of this Agreement, Customer shall return, within fifteen (15) days from the date of termination—or expiration, all Devices, shipment prepaid, to Omnalink in the same condition as originally received, ordinary wear and tear excepted. Omnalink shall charge, and Customer agrees to pay for any damages to any Device returned, the lower of (i) the cost to repair the Device (if Omnalink determines it can be repaired), or (ii) the Replacement Cost set forth in Exhibit A. All costs Omnalink may incur exercising its right to repossession shall be considered collection costs for which Customer shall be fully liable. Fees for Devices returned in accordance with the foregoing sentence shall cease on the date the Devices are received by Omnalink.

7.6 *RMA Procedure.* All requests for Device repairs from Customer under Section 7.5 are subject to Omnalink's then current service and repair center procedures. All Device warranty returns require return authorization ("RMA") issued by Omnalink prior to acceptance at Omnalink's service center. Prior to return any Device to Omnalink, Customer shall be responsible for prescreening the Device for defects, damage, and workmanship to ensure that only Devices that conform to the terms of Section 7.5 are returned to Omnalink (each a "Defective Device"). Omnalink will pay for shipping costs for all Defective Devices, provided that Customer has obtained an RMA prior to returning the Defective Device. Omnalink is not responsible for shipping costs for any Devices returned to Omnalink without an RMA or that are not Defective Devices.

8. WARRANTIES

8.1 *Omnalink Focalpoint.* Omnalink warrants to Customer that Omnalink Focalpoint and, if applicable, the Monitoring Center Services will operate in substantial conformity with the applicable documentation provided by Omnalink. For any breach of this warranty, Customer's sole and exclusive remedy and Omnalink's sole and exclusive liability, shall be for Omnalink to correct any reported failure in Omnalink Focalpoint

and, if applicable, the Monitoring Center Services causing a breach of this warranty.

8.2 *Device Break/Fix and Limitations.* All products shall be deemed accepted upon delivery. During the Term, Omnalink will repair or replace any defective Devices under normal and proper use as determined by Omnalink in its reasonable determination. The foregoing will not apply if the Device fails to function due to abuse, misuse, failure to follow proper charging protocols, accident, neglect, unauthorized repair, or causes other than ordinary use after delivery. In such event, Customer will be responsible for payment of the lower of (i) the cost to repair the Device (if Omnalink determines it can be repaired), or (ii) the Replacement Cost set forth in Exhibit A.

8.3 *No Other Warranties.* **EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.1 AND 8.2, OMNILINK MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OMNILINK SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE DEVICE(S) BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE, OR IF THE DEVICE FAILS TO ESTABLISH A CONNECTION WITH OMNILINK FOCALPOINT, OR IF MONITORING CENTER SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ENSURE THAT DEVICES ARE PROPERLY AND ADEQUATELY CHARGED.**

8.4 *Disclaimer of Warranties.* Without limited the express warranties set forth in this Agreement, Omnalink does not warrant that the services will meet Customer's or Customer's own customers' requirements or that access to and use of the Services will be uninterrupted or free of errors or omissions. Omnalink cannot and does not guarantee the privacy, security, authenticity and non-correction of any information transmitted through, or stored in any system connected to, the Internet. Omnalink 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 Omnalink's reasonable control.

9. INDEMNITY

9.1 *Indemnity.* Omnalink agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Customer to the extent it is based on a claim that Omnalink Focalpoint directly infringes any United States patent, copyright or trademark of a third party, and Omnalink will indemnify and hold Customer harmless from and against any losses, damages, and expenses (including reasonable

attorneys' fees) that are attributable to such claim or action and are assessed against Customer in a final judgment. Omnalink shall have the foregoing obligation only if Customer provides Omnalink with: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control and authority over the defense and settlement thereof; and (iii) all available information, assistance, and authority reasonably necessary to settle and defend any such claim or action. Omnalink shall not be responsible and shall not compensate Customer for any attorneys' fees or other expenses or costs that Customer incurs before Customer's request for indemnification and defense.

In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

9.2 Limited Remedies. If Omnalink Focalpoint becomes, or in Omnalink's opinion is likely to become, the subject of an infringement claim or action, Omnalink may at its option and in its sole discretion: (i) procure, at no cost to Customer, the right for Customer to continue using Omnalink Focalpoint; (ii) replace or modify Omnalink Focalpoint to render it non-infringing, provided there is no material loss of functionality; or (iii) if, in Omnalink's reasonable option, neither (i) or (ii) above is commercially practicable, terminate the Agreement. The foregoing provisions of this Section 9.2 state Omnalink's sole obligation and Customer's exclusive remedy in the event any claim or action for infringement is commenced or is likely to be commenced.

9.3 Exclusions; Customer Indemnification. Omnalink will have no obligation or liability under this Section 9 for any claim or action: (i) relating to modifications to Omnalink Focalpoint by a person or entity other than Omnalink or its third-party licensors; (ii) the combination or use of Omnalink Focalpoint with other products, processes, or materials not supplied by Omnalink hereunder; (iii) where Customer or Customer's customers continue allegedly infringing activities after being notified thereof of after being provided with modifications that would have avoided the alleged infringement; or (iv) where use of Omnalink Focalpoint is not in accordance with the terms of this Agreement. Customer agrees to indemnify and hold Omnalink harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims brought against Omnalink arising out of any of the conditions described in clauses (i) through (iv) above.

9.4 Customer Indemnification. Except for claims covered by Omnalink's indemnification obligation in Section 9.1, Customer agrees to defend, indemnify and hold Omnalink and its officers, directors, shareholders, employees (collectively, the

"Omnalink Indemnified parties") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Omnalink Indemnified parties in any way arising out of or related to Customer's negligence. Customer shall have the foregoing obligation only if Omnalink provides Customer with: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL OMNILINK'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 THE CUSTOMER, UP TO THE AMOUNT OF FEES PAID TO OMNILINK DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES.

UNDER NO CIRCUMSTANCES SHALL OMNILINK OR ITS SUPPLIERS, LICENSORS, OR AFFILIATES BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS OTHER THAN THOSE IDENTIFIED IN SECTION 9.1, (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 EITHER PARTY.

11. CONFIDENTIALITY

Each party will use commercially reasonable efforts to maintain the other party's Confidential Information in confidence and to not use or disclose any portion of the other party's Confidential Information to third parties, except as reasonably necessary to perform this Agreement and as expressly authorized in this Agreement.

12. TERM AND TERMINATION

12.1 Term and Renewal. The term of this Agreement shall commence on the Effective Date, defined above, and shall continue for a period of one (1) year (the “Initial Term”) unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement shall be automatically renewed for additional twelve month periods (each, a “Renewal Term”) (the Initial Term together with any Renewal Term, the “Term”) on the same terms and conditions as provided herein (or as may be otherwise negotiated between the parties), subject to any changes in fees or terms and conditions of this Agreement made by Omnilink pursuant to Section 6.7, unless one party notifies the other party in writing at least thirty (30) days prior to the end of the then-current Term that it has elected not to renew this Agreement. Upon any notice of termination of the Agreement or any notice of suspension of services under Section 6.5, Omnilink shall have the right to contact Customer’s customers or make targeted public announcements regarding the suspension or terminations of Services that Omnilink reasonably believes is necessary to ensure that Offenders are being Monitored or the public safety is being protected after the suspension of Services.

12.2 Termination for Breach. Either party may terminate this Agreement or, as applicable, any orders upon thirty days prior written notice if the other party materially breaches a material term of this Agreement (or, as applicable, an order) including, but not limited to failure to timely pay fees or failure to consistently provide service, and does not cure such breach within thirty (30) days following receipt of notice specifying the breach (in which case the Agreement or, as applicable, the orders, shall terminate at the end of such period); provided, however, that Omnilink may terminate this Agreement (in whole or in part) in a shorter period of time, or suspend or otherwise restrict access to any of the Services, if Omnilink determines that such action is reasonably necessary to avoid liability, to prevent disruptions to services provided to other Omnilink clients, or to prevent a service interruption from the service provider(s) that provide services to Omnilink.

12.3 Termination for Convenience. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

13. EFFECT OF TERMINATION

13.1 Survival. Termination or expiration of this Agreement shall not relieve either party of obligations that by their nature or term survive termination or expiration; such as, by way of example and without limitation, the obligation to make all payments that have or will become due under this Agreement.

13.2 Effect of Termination. Upon termination or expiration of this Agreement:

(a) each of the parties shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control;

(b) Customer shall return all Devices to Omnilink in accordance with Section 8.

(c) if Omnilink terminates this Agreement in accordance with Section 12.2, Customer shall be required to (i) immediately pay, as compensation for the early termination of this Agreement (and not as a penalty), those Fees and charges otherwise payable for the remainder of the Term or three months of services, whichever is less, and (ii) all amounts due under orders for Products accepted as of the effective termination date;

(d) if Customer terminates this Agreement in accordance with Section 12.2, Customer shall only pay (i) those Fees that have accrued up to the date of its notice of termination and (ii) those amounts due under orders for Products that have been delivered as of the effective termination date and for which payment has not yet been made;

(e) each of the parties shall release the other from all obligations under this Agreement, except for obligations accrued and owing up to the effective date of termination and those surviving obligations set forth in Section 13.1.

Customer shall be liable for reasonable attorney fees and other costs and expenses resulting from any default, or the exercise of Omnilink’s remedies.

14. GENERAL

14.1 Press Release. Customer agrees that Omnilink Systems, Inc. may identify Customer as a customer by using the Customer’s name and trade names on Omnilink’s website and in other online and offline marketing materials. Omnilink will follow Customer’s brand guidelines in using the Customer’s name and trade names. Customer agrees to act as a reference for companies who are considering or reviewing Omnilink’s products and services. Customer is not permitted to endorse Omnilink or any other product.

14.2 Assignment and Delegation. Customer may not assign, transfer, or sell any of its rights, or delegate any of its responsibilities under this Agreement without Omnilink’s prior written consent. All assignments of rights are prohibited by this Section 14.2, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section 14.2 a “change of control” is deemed an assignment of rights and a “merger” refers to any merger in which Customer participates, regardless of whether it is the surviving or disappearing corporation. Customer may not delegate any performance under this

Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 14.2 is void.

14.3 Governing Law. The laws of the State of Nevada govern all matters arising out of or relating to this Agreement. Any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts in Clark County, Nevada. The parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

14.4 Waivers. The parties may waive this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any

right or remedy or requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purposes stated.

14.5 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, legal and enforceable.

14.6 No Agency. Each of the parties is an independent contractor and will have no right, power or authority to assume or create any obligation or responsibility on behalf of the other. This Agreement will not create or imply any partnership, association, agency, fiduciary relationship, joint venture or several liability between the parties.

14.7 Entire Agreement. This Agreement, along with the Exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all previous agreements, proposals, representations, or understandings, whether oral or written. Without limiting the foregoing, any use of purchase orders or other similar documents are deemed to be for administrative convenience only and do not modify the terms of this Agreement. The terms of any such documents are deemed rejected by the recipient.

14.8 Amendment. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

14.9 Compliance with Laws. Customer and Omnilink shall comply with all applicable federal, state, and local laws and regulations.

14.10 Validity. This Agreement shall not be valid or effective unless and until it is signed by both Omnilink and

Customer. This Agreement may be executed in counterparts and by exchanging signed copies by fax machine or email.

14.11 Interpretation. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The terms “including” and “include” shall be deemed to mean “including without limitation” and “including but not limited to” (or “includes without limitation” and “includes but is not limited to”) regardless of whether the words “without limitation” or “but not limited to” actually follow the term. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement or exhibits, annexes and schedules as a whole and not to any particular provision hereof or thereof, as the case may be. References in this Agreement to and the definition of any document or Exhibit shall be deemed a reference to such document or Exhibit as it may be amended, supplemented, revised or modified, in writing, from time to time. References in this Agreement to any law shall be construed as a reference to such law as re-enacted, redesignated, amended or extended from time to time.

14.12 Order of Priority. In the event of any conflict or inconsistency between the terms and condition in the main body of this Agreement (other than the Exhibits) and the Exhibits to this Agreement, the conflict or inconsistency will be resolved by reference to the following descending order of priority: (i) Exhibit D (Additional Terms); (ii) the main terms and conditions of this Agreement; and (iii) the Exhibits other than Exhibit D.

14.13 Remedies Cumulative. Unless expressly provided otherwise herein: (i) all rights and remedies granted to each party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such party in this Agreement, at law or in equity; and (ii) termination or expiration of this Agreement will not limit either party from pursuing any other remedies available to it, including injunctive relief, in connection with any of its rights accrued or otherwise existing up to the date of such termination or expiration.

14.14 Third Parties. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Customer is not a third-party beneficiary of any agreement between Omnilink and the underlying carrier. In addition, Customer acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Customer and Customer hereby waives any and all claims or demands therefor. Customer further acknowledges that representatives of the underlying wireless service provider may have met with Customer individually or together with Omnilink to discuss and

review printed materials that explained the underlying wireless service provider's understanding of Omnilink's monitoring and tracking solutions. Customer acknowledges that it has had the opportunity to fully investigate the capabilities, quality and reliability of the monitoring and tracking solutions and has satisfied itself that the monitoring and tracking solutions satisfactorily meets its business needs. Customer agrees that

the underlying wireless service provider and its affiliates and contractors shall have no legal, equitable or other liability of any kind to Customer arising from or related to any meeting, discussions or explanations regarding the monitoring and tracking solutions and Customer hereby waives any and all claims or demands it may have against the underlying wireless service provider and its affiliates and contractors thereof.

EXHIBIT A

PRICING- SCHEDULE OF SERVICE

LEASE PRICING		
Device Type	Description	Daily Rate
OM400 & OM500	Offender Tracking Device	\$2.50

Features

Tamper Notifications	<1 Second
Buffer Zone Interval	1 Minute
GPS Interval	1 Minute or Greater
Impaired Interval	15 Minutes or Greater
Transmission rate	7 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	35%
Shelf Price Over Allowance	\$.50 Per Device Per Day

Other Items

OM400 Device Replacement Cost	\$250.00 Per Device
OM500 Device replacement Cost	\$400.00 Per Device
Locking Pins	No Charge
Pin Cap Covers	No Charge
Additional Omnilink Strap	\$15.00 Per Strap
Extra-long strap	\$25.00
Additional Omnilink OM400 Back Plate	\$12.95 Per Back Plate
Additional Omnilink OM400 Charger	\$13.00 Per Charger
Additional Omnilink OM500 Charger	\$25.00 Per Charger
Ground Shipping	No Charge

EXHIBIT B
Monitoring Center Services

DESCRIPTION OF MONITORING CENTER SERVICES:

COST: As stated in MSA

INITIATION OF MONITORING SERVICES: Device delivery date.

TERMINATION OF COVERAGE: Non-payment.

RESERVATION OF RIGHTS: Omnilink reserves the right to terminate the provision of Monitoring Center Services, or modify the terms of this Exhibit B, at any time, upon 30 days written notice to Customer.

By checking the desired box and signing below, Customer hereby:

- Elects and agrees to pay the cost associated with Monitoring Center Services for all Devices.
- Waives the Monitoring Center Services.

CUSTOMER:

By: _____

Name: _____

Title: _____

EXHIBIT C
Authorization Agreement for Direct Payments, if requested by Omnilink
(ACH Debits)

Customer Name: _____ (“Customer”)

Contract Start Date: _____

Customer hereby authorizes Omnilink Systems, Inc. (“Omnilink”) to initiate debit entries to Customer checking account indicated below at the depository financial institution (“Depository”) named below and to debit the same to such account. Customer acknowledges that the origination of ACH transactions account must comply with the provisions of U.S. Law.

Depository:

Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Account
Number: _____ Number: _____

This authorization is to be in effect as follows:

- Recurring on the 28th of each month for amounts currently due

This authorization is to remain in full force and effect until Omnilink has received written notification from Customer of its termination. At such time Omnilink shall have the right to debit depository for all outstanding amounts before terminating this agreement.

Signed: _____ Date: _____

Name: _____ Title: _____
(Please Print)

EXHIBIT D
ADDITIONAL TERMS

(none)