

## CONTRACT

This Contract made and entered into on this 30th day of July 2021 by and between ProComm Solutions, LLC a Florida Limited Liability Company ("the Company") and Grand Panama Beach Resort. ("the Customer").

Whereas, the Company is in the business of supplying camera/network equipment to consumers in the state of Florida;

Whereas, the Customer is a condominium.

Whereas, the Company desires to rent and the Customer desires to lease all telephone equipment for the Customer's business referenced above;

Whereas, all the parties to this Contract have been dully authorized its execution.

Now, therefore, in consideration of the mutual promises exchanged herein and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Contract shall be for an initial period of five (5) years from the date of execution. The execution date will be the date on which the last party signs the Contract. Unless ProComm Solutions is notified in writing at least ninety (90) days prior to the ending date of the initial Term or any applicable renewal term, the Contract will automatically renew for an additional sixty (60) months at a rate up to 20% higher than the contract rate at the date of expiration. Grand Panama Beach Resort may elect to renew the contract for twelve (12) months, but ProComm Solutions may, at its sole discretion, choose not to renew the contract, or to renew at a rate up to 20% higher than the contract rate at the date of expiration. If ProComm Solutions provides notice in writing at least ninety (90) days prior to the last day of the Term that they intend to let the contract expire, on the last day of the Term, all hardware and software installed shall be removed from the property by ProComm Solutions in a timely fashion or as soon as is commercially reasonable but no later than 60 days after termination at ProComm Solution's sole expense. The Customer specifically, voluntarily, and after due consideration waives all notice required by law for the purposes of obtaining a mandatory injunction and any and all bond otherwise required by law for the imposition of a mandatory injunction.

2. The Company shall obtain, install, and provide the camera / network system requirements of the Customer for the use of camera / network equipment as indicated on Schedule A. Any change to the services or equipment to be provided as described in the attached Schedule A must be made by an Addendum to the Contract executed with the formalities required to amend this Contract. Company warrants to Customer that all

equipment provided and used under this Contract will be new and free from any defects in workmanship, materials and design. Company further warrants to Customer that its employees who install said equipment have the necessary skill, experience and qualifications and will perform said installation in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. These warranties will remain in effect for the duration of this contract.

3. The Customer agrees that the Company shall be permitted to interrupt its service to the Customer for the purposes of making repairs, alterations, or additions to the Company's property or facilities when such repairs, alterations, or additions are deemed reasonably necessary; but in all such cases the Company agrees to perform work in a time in such a manner as to cause the least inconvenience to the Customer or its tenants, so long as the Company is not required to pay after hour wages or overtime to its employees. The Company agrees that interruptions occasioned by and of the causes mentioned above will last no longer than 72 hours, after which the Company agrees to prorate the Customer's invoice for the month for each day (beginning on day 4 of any interruption of service) for which said interruption of service continues. In addition, the Customer agrees that the Company is not responsible for any interruptions in service caused by the service provider. In the event of such interruption to service, the Company will restore the service as soon as they can reasonably do so and shall at all times exert itself towards the end of supply of nearly constant service as is reasonably practicable. In the case of impaired or defective service, the Customer shall immediately give notice to the Company by telephone, confirming such notice in writing as soon as practicable thereafter.

4. Any notice required or authorized to be given hereunder shall be given in writing by the Customer by certified mail return receipt requested addressed to ProComm Solutions, LLC at P.O. 1870, Lynn Haven, Florida 32444 or by the Company by certified mail return receipt requested addressed to Grand Panama Beach Resort 11807 Front Beach Rd. PCB, FL 32407 or by either party by serving same personally upon the fully authorized representative of the party. For the purpose of notice under this provision, the fully authorized representative of the Company is Amy P. Cobb and of the Customer is Nancy Stovall. Any change in the fully authorized representative must be provided in writing pursuant to the terms of this paragraph and not by personal service.

5. **TERMINATION by customer for Convenience:** Customer must send a certified letter on Customer Letterhead detailing request to cancel and date of requested cancellation must be thirty (30) days out from addressed letter on which all equipment will be picked up on that date. Customer will have to buy out the remaining contract balance.



6. This Contract shall be subject to the rules and regulations now in effect or made hereinafter by any governmental state or municipal authority, body, or regulatory commission which by law may have jurisdiction over the cost of the Company's services or equipment or in any way in the conduct of the Companies business related to this Contract. In the event that a change in the law as described hereinabove results in additional expense to the Company, The Customer agrees that the Customer shall bear said expense via an increase in monthly payment.

7. This Contract shall be binding upon the successors or assigns of the Company and shall be biding upon the successors of the Customer so long as such successors are corporations, similar to the Customer, organized under the Law of the State of Florida and amendments thereto. No successor or assigns of the Customer or assignee that is a natural person, private corporation or cooperative association or organization of any kind or character which may acquire the property of the Customer shall have any rights under this Contract.

8. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitations, reasonable attorney's fees at the trial level and in connection with all appellate proceedings.

9. This Agreement constitutes the complete agreement between the parties and incorporates all prior discussions, agreements and representations made regarding the matters set forth herein. This Agreement may not be amended, modified or changed except by a writing signed by the party to be charged by the amendment, change or modification. The Customer acknowledges that this Agreement is the product of an arm's length negotiation, and that this document shall not be construed more favorably for or against the party responsible for the drafting of the Agreement.

10. All the provisions of this contract are severable. If any provision of this contract is deemed void or unenforceable by a court of law, then it shall be severed from this contract.

11. The Company and the Customer hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Contract, or nay course of conduct, course of dealing, statements (whether verbal or written) or action of either party.

12. The parties agree that any action arising out of this contract shall be brought in the state Circuit Court, Fourteenth Judicial Circuit, Bay County, Florida.

13. For the **five years** of the term of the agreement, the Customer shall pay to the Company on a monthly basis the amount of **\$35.00 per camera** (initial install 74 cameras, upgradable to more cameras as needed) plus all applicable sales tax

14. The Company shall be responsible for all maintenance of the systems/devices except as to repairs or replacements necessitated by the negligence or intentional act of the Customer's tenants, licensees, or other persons with access to the system.

15. In the event of destruction or damage to the systems/devices caused by Acts of God such as weather events, flooding, and the like, then the Customer shall make every effort to repair and/or replace the system as part of the Customer's insurance claim. In the event Customer does not insure or is unable to recover for such damage or injury to the system then the Company may terminate this agreement with written notice except that if such damage occurs within the first 12 months of this agreement, a termination fee will be due from Customer to the Company of replacement value.

16. All the recitals preceding the numbered portions of this contract are hereby incorporated herein and acknowledged by the parties to be true and accurate.

17. The parties agree that any and all litigation based herein, or arising out of, under or in connection with this Contract, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party shall be brought in State Court in Bay County, Florida.

SIGNED and DATED this 3rd day of August, 2021.

ProComm Solutions, LLC

Amy Cobb  
By: ProComm Solutions  
Its: MANAGING MEMBER

[Signature]  
Witness

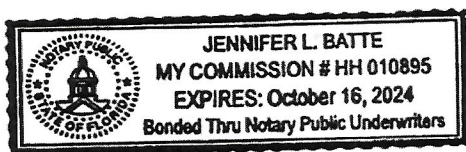
[Signature]  
Witness

State of Florida

County of Bay

The forgoing instrument was acknowledged before me this 3rd day of August, 2021, by Amy Cobb as the Owner of ProComm Solutions, LLC ☒ Who is personally known by me or ☐ Who produced \_\_\_\_\_ as identification.

Jennifer L. Batte  
NOTARY PUBLIC, STATE OF FLORIDA



SIGNED and DATED this 31<sup>st</sup> day of July, 2021.

Grand Panama Beach Resort

Nancy Stovall

By: Grand Panama Beach Resort Board  
Its: MANAGING MEMBER Secretary

"personally appeared"

Danell C

Witness

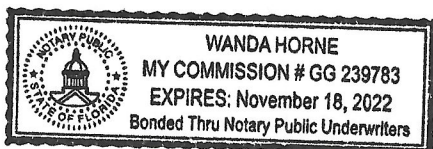
Danielle Boolyer

Witness

State of Florida

County of Bay

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2021, by Nancy Stovall as the Secretary of Grand Panama Beach Resort ☒ Who is personally known by me or ☐ Who produced \_\_\_\_\_ as identification.



Wanda Horne

NOTARY PUBLIC, STATE OF FLORIDA

### **Schedule A**

- Install 74 Cameras and NVR to entire Property: Grand Panama Condominium
- Install new cabling and conduit where needed for new cameras
- Provide network with remote access & static IP for Grand Panama Condominium
- Includes separate network buildout provided by: Networx Solutions, LLC.

