CONTRACT NUMBER: 12-DVH-04
TITLE: NURSE CALL BELL SYSTEM

This Agreement is entered into as of June 11, 2012 (Effective Date) and will end on completion of project, but no longer than June 30, 2013 by and between the State of Delaware, Department of State, Delaware Veterans Home, ("Delaware") and Contractor ("Security and Data Technologies, Inc."), a Pennsylvania corporation with offices at 101 Pheasant Run, Newton, PA 18940.

WHEREAS, Delaware desires to obtain certain services to implement Contractor Services at the Delaware Veterans Home; and

WHEREAS, Contractor desires to provide such services to Delaware on the terms set forth below:

WHEREAS, Delaware and Contractor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Contractor agree as follows:

1. Services.

1.1. Contractor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Contractor shall be furnished without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Contractor, who shall then submit to Delaware a written "Service and Budget Proposal" for approval authorizing said change. The Service and Budget Proposal shall state the change in the price and the change in the service required by Contractor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.3 Contractor will not be required to make changes to its scope of work that result in Contractors' costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorized the adjustment.

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from June 11, 2012 until completion but not later than June 30, 2013.

2.2 Delaware will pay Contractor for the performance of services as mutually agreed upon. The fee will be paid in accordance with the Systems Quotation #SDTQ11750-01 which is included in Appendix A – RFP Response.

2.3 Delaware's obligation to pay Contractor for the performance of services described in Appendix A, RFP Response, will not exceed the amount of $587,500.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Contractor for payment. Delaware's total liability for all charges for services that my become due under this Agreement is limited to the total maximum expenditures(s) authorized in Delaware's purchase order to Contractor

2.4 Contractor shall submit invoices to Delaware in sufficient detail to identify the deliverables in Appendix A - RFP Response. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Contractor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to Contractor, 101 Pheasant Run, P.O. Box 8503 C, Newtown, PA 18940

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for the reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 Contractor agrees that any submission by or on behalf of Contractor of any claim for payment by Delaware shall constitute certification by Contractor that the services or items for which payment is claimed were actually rendered by Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

2.7 Delaware is a sovereign entity, and shall not be liable for payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.8 Delaware shall subtract from any payment made to Contractor all damages, costs and expenses caused by Contractor's negligence, resulting from or arising out of errors or omissions in Contractor's work products, which have not been previously paid to Contractor.

2.9 Invoices shall be submitted to:
Delaware Veterans Home
Attention: Accounts Payable
100 Delaware Veterans Boulevard
Milford, DE 19963

3. Responsibilities of Contractor.

3.1 Contractor is responsible for the professional quality, timely completion and coordination of all services provided by Contractor, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional standards.

3.2 It shall be the duty of Contractor to assure that all services provided under this Agreement are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and regulations.

3.3 Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be removed from this Agreement for what are now unforeseeable circumstances, will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill the position or complete the work assigned to the staff position. Replacement staff persons are subject to review and approval by Delaware. If Contractor fails to make a required replacement within 30 days, Delaware may terminate this agreement for default. Upon receipt of written notice from Delaware that an employee of Contractor is unsuitable to Delaware for good cause, Contractor shall remove such employee for the performance of services and substitute in his/her place a suitable employee.

3.4 Contractor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.5 Contractor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.6 Contractor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.7 Contractor shall not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.8 The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.9 Contractor agrees to adhere to federal./state guidelines regarding resident protection and reporting as documented in the Delaware Veterans Home policies.

3.10 When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

4. Time Schedule.

4.1 Major service implementation tasks are included in Appendix A. A detailed schedule will be provided to and agreed upon by both parties.

4.2 Any delay of services must be approved in writing by Delaware.

4.3 In the event that Contractor fails to complete the services or any phase thereof within the time specified in the Contract, or with such additional times as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as

will insure its completion within the time specified in the Agreement or any extensions thereof, Delaware shall suspend payments.

5. State Responsibilities.

5.1 In connection with Contractors provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 Delaware agrees that its officers and employees will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Contractor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Contractor by written notice before the effective date of each such delegation.

5.4 The review comments of Delaware's designated representatives may be reported in writing, as need to Contractor It is understood that Delaware's representatives' comments do not relieve Contractor from the responsibility for the professional accuracy of all work delivered under this Agreement.

5.5 Delaware shall, without charge, furnish or make available for examination or use by Contractor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

a. Copies of reports, surveys, records, policies and procedures and other pertinent documents;
b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents and information related to the services specified by this Agreement.

Contractor shall return any original data provided by Delaware.

5.6 Delaware shall assist Contractor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 Contractor shall not be responsible for accuracy of information or data supplied by Delaware of other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 Delaware agrees not to use Contractor name, either express or implied, in any of its advertising or sales materials. Contractor reserves the right to reuse the nonproprietary data in the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 Contractor retains all title and interest of the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the services. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Contractor shall retain any and all rights to its source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objections of this Section.

6.3 In no event shall Contractor be precluded from developing for itself, or for others, materials that are competitive with the deliverables, irrespective of their similarity to the deliverables. In addition, Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the service.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Contractor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Contractor even if such preexisting information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any preexisting information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under the Delaware Freedom of Information Act, 29 *Del.* C. §1001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Indemnification; Limitation of Liability.

8.1 Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expensed (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Contractor its agents or employees, or (B) Contractor breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and (ii) Contractor shall have the sole control of the defense of any such action on such claim and all negotiations for its settlement or compromise.

8.2 Contractor shall indemnify and hold harmless the State, its agents and employees, from contingent liability to others for damages because of bodily injury, including death, that may

result from Contractor negligent performance under this Agreement, and any other liability for damages for which Contractor is required to indemnify the State, its agents and employees under any provision of this Agreement.

8.3 Delaware agrees that in no event shall Contractor be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if Contractor has been advised of the likelihood of such damages.

9. Employees.

9.1 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

9.2 Except as the other party expressly authorized in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this section 9.2, "personnel" includes any individual or company a party employs as a partner, employee, or independent contractor and with which a party comes into direct contact in the course of the services.

9.3 Contractor shall be responsible for pre-employment testing to include; employee drug screen, adult and child abuse history and criminal background history for all employees designated to perform direct care services at the Delaware Veterans Home.

10. Independent Contractor.

10.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in it own manner and method except as required by this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

10.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

10.3 Contractor shall be responsible for providing liability insurance for its personnel.

10.4 As an independent contractor, Contractor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

11. Suspension.

11.1 Delaware may suspend performance by Contractor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Contractor its compensation, based on the percentage of the services provided and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice form Delaware to resume performance.

11.2 In the event Delaware suspends performance by Contractor for any cause other than error or omission of Contractor for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Agreement to reimburse Contractor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

12. Termination.

12.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than 30 calendar days written notice of intent to terminated; and
b. An opportunity for consultation with the terminating party prior to termination.

12.2 This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

a. Not less than 30 calendar days written notice of intent to terminate; and
b. An opportunity for consultation with Delaware prior to termination.

12.3 If termination for default is effected by Delaware, Delaware will pay Contractor that portion of the compensation which has been earned as of the effective date of termination, but:

a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractors default.
c. Upon termination for default, Delaware may take over the work and pursue the same to completion by agreement with another party. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of this Agreement, notwithstanding the provision of section 9.2.

12.4 If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

12.5 The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12.6 Gratuities.

12.6.1 Delaware may, by written notice to Contractor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by or any agent or representative of to any officer or employee of Delaware with a view toward securing a contractor or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

12.6.2 In the event this Agreement is terminated as provided in 12.6.1 hereof, Delaware shall be entitled to pursue the same remedies against Contractor it could purse in the event of a breach of this Agreement by Contractors.

12.6.3 The rights and remedies of Delaware provided in Section 12.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. Severability.

13.1 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extend necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

14. Assignment; Subcontracts.

14.1 Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void.

14.2 Services specified by this Agreement shall not be subcontracted by Contractor, without the prior written approval of Delaware.

14.3 Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

14.4 Contractor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Contractor its subcontractor or its sub-subcontractor.

14.5 The compensation due shall not be affected by Delaware's approval of the Contractor's request to subcontract.

15. Force Majeure.

15.1 Neither party shall be liable for any delays or failures in performance due to circumstances beyond it reasonable control.

16. Non-Appropriation of Funds.

16.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

16.2 Notwithstanding any other provision of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished a the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

17. State of Delaware Business License.

17.1 Contractor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del.* C. §2502.

18. Complete Agreement.

18.1 This agreement and its Appendices shall constitute the entire agreement between Delaware and Contractor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

18.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extend permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

18.3 Contractor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other

agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

19. Miscellaneous Provisions.

19.1 In performance of this Agreement, Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Contractor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

19.2 Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. Contractor shall immediately notify Delaware in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, Contractor understands that such action may be grounds for termination of the Contract.

19.3 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

19.4 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19.5 Contractor covenants that it presently has no interest and that it will 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. Contractor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

19.6 Contractor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Contractor in breach of the Agreement, and designate Contractor as non-responsible.

19.7 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct form the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

19.8 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

19.9 Contractor shall maintain all public records, as defined by 29 *Del.* C. §502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del C.* Ch.5. During the term of this Agreement, authorized representative of Delaware may inspect or audit Contractor's performance and records pertaining to this Agreement at the Contractor business office during normal business hours.

20. Insurance.

20.1 Contractor shall maintain the following insurance during the term of this Agreement:

A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**

B. Comprehensive General Liability - $1,000,000 per person/$3,000,000 per occurrence, **and**

C. Medical/Professional Liability - $1,000,000 per person/$3,000,000 per occurrence; or

D. Miscellaneous Errors and Omissions - $1,000,000 per person/$3,000,000 per occurrence, or

E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

20.2 Contractor shall provide forty-five (45) days written notice of cancellation or material change of any policies.

20.3 Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Veterans Home
100 Delaware Veterans Boulevard
Milford, DE 19963

20.4 In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

21. Assignment of Antitrust Claims.

21.1 As consideration for the award and execution of this contract by the State of Delaware, Contractor hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

22. Governing Law.

22.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in the State of Delaware and the parties agree that the courts of the State of Delaware shall have exclusive jurisdiction to resolve any dispute under this Agreement.

23. Notices.

23.1 Any and all notices required by the provision of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO DELAWARE:	William Peterson, Administrator Delaware Veterans Home 100 Delaware Veterans Boulevard Milford, DE 19963
TO :	Paul Sweeney SDT 101 Pheasant Run PO Box 8503C Newtown, PA 18940

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

STATE OF DELAWARE
DEPARTMENT OF STATE
DELAWARE VETERANS HOME

_____
Witness

_____
Name: William Peterson, LNHA, FACHA

Nursing Home Administrator
Title

_____
Date

_____
Date

SECURITY AND DATA TECHNOLOGIES, INC.

_____
Witness

_____
Name: Paul Sweeney

_____
Title

_____
Date

_____
Date