

**PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL PLANNING
SERVICES FOR THE DEVELOPMENT OF A REDEVELOPMENT PLAN FOR THE
WESTMINSTER CAMPUS**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between THE MUNICIPALITY OF PRINCETON (“PRINCETON”), a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and TOPOLOGY NJ LLC, 60 Union Street #1N, Newark, New Jersey 07105 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional planning services to develop a redevelopment plan for the Westminster Campus; and

WHEREAS, on May 5, 2026, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT’S services as described herein shall not exceed thirty-three thousand dollars and zero cents (\$33,000.00), subject to annual budgetary

appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

TOPOLOGY NJ LLC

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE **N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)** **N.J.A.C. 17:27 et seq.**

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**



PROPOSAL OF SERVICES

Date: May 5, 2026
To: Municipality of Princeton
ATTN: Justin Lesko
(jlesko@princetonnj.gov)
Planning Director
400 Witherspoon Street
Princeton, NJ 08540

PROPOSAL FOR REDEVELOPMENT PLAN

SUBJECT: WESTMINSTER CAMPUS (BLOCK 31.01, LOT 105; BLOCK 7301, LOT 1)

Topology NJ LLC ("Topology") is pleased to provide this proposal for professional planning services for the development of a Redevelopment Plan for the Westminster campus (the "Study Area"; Block 31.01, Lot 105; Block 7301, Lot 1).

This proposal is largely focused on a specific opportunity: McCarter Theatre's potential acquisition of a portion of the Study Area, as contemplated by Resolution R-25-252, adopted by the Council of Princeton on July 29, 2025. To that end, the primary purpose of the Redevelopment Plan will be to establish the land use framework necessary to guide that potential project, including appropriate use, bulk, and design standards.

This Redevelopment Plan will be an important step in the Municipality's overall effort to re-envision the Westminster campus. It will not, however, result in a comprehensive framework for the campus. Topology is separately engaged by the Municipality to develop an overall plan for the Campus. That separate effort will result in a broader, site-wide vision, which may or may not be codified into a subsequent redevelopment plan. The Redevelopment Plan contemplated under this scope of work will be complementary to, not a replacement for, that broader process.

I. SCOPE OF SERVICES

Topology will prepare a Redevelopment Plan based upon preliminary discussions, best practices, and the Local Redevelopment and Housing Law statutory requirements.

- **Task 1, Due Diligence:** The goal of the initial phase of the planning process is to confirm the key components of the envisioned redevelopment plan, collect relevant facts and information, and establish a critical path and timeline. Specific tasks include:
 - Assess Redevelopment Plan goals and objectives with the Client.
 - Identify communication protocols, decision-making, roles and responsibilities to ensure timely and efficient adoption process before the Governing Body.
 - Meet with McCarter Theatre ("McCarter") and its representatives to develop a comprehensive understanding of the proposed project. Review corresponding project materials.
 - Participate in meetings with the Municipality to review project components and Redevelopment Plan implications.

- **Task 2, Deliverable Preparation:** Topology will work with municipal stakeholders to develop a Redevelopment Plan for the Redevelopment Area:
 - Evaluate McCarter’s proposed project within the context of the Redevelopment Area and municipal feedback.
 - Work with the Municipality and McCarter to develop a set of land use standards and regulations which accommodate McCarter’s needs while also preserving flexibility for future campus development.
 - Format the recommendations into a draft Redevelopment Plan that complies with standards contained in N.J.S.A. 40A:12A-1 et. Seq. Sections of the Redevelopment Plan may include:
 - Statutory Requirements (Goals, Relationship to Zoning + Master Plans)
 - Existing Conditions
 - Land Use and Design Requirements
 - Permitted Uses
 - Bulk and Density
 - Parking and Loading
 - Design Standards
 - Administration of Plan
 - Participate in meetings with municipal stakeholders to receive final feedback, comment, and necessary revisions prior to submission of a final Redevelopment Plan for potential adoption.
- **Task 3, Regulatory Process:** The final phase of the process will involve the regulatory process of the final Redevelopment Plan that meets standards contained in the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7 et. seq). Topology will produce a presentation that summarizes the Redevelopment Plan content as part of Hearings. Topology will participate at two public hearings – one before the Governing Body (either first reading or second reading at the Client’s discretion) and one before the Planning Board for Master Plan consistency.
- **Task 4, Permitting Assistance:** Topology will assist Princeton staff and consultants in preparing and reviewing permit applications associated with the development of the Study Area.
- **GENERAL ASSUMPTIONS:** It is assumed that legal counsel will be available to review policy provisions and to review appropriate statutory language for any notices, resolutions, or ordinances in require in advance of adoption.

II. SCHEDULE + PAYMENT TERMS

We anticipate that the scope of work will take approximately 4 months from Authorization to Proceed. Please note that this is an approximate timeline. Difficulties obtaining data, scheduling meetings, or other unforeseeable circumstances could delay completion. We understand the eagerness of the Municipality to move the process along in a timely fashion and we will proceed accordingly.

The project team will provide services as described in the above scope of work services at the rates detailed below.

- CEO Principal: \$250
- Principal: \$200
- Planner III: \$175
- Planner I-II: \$150
- Planning Assistant: \$125

The anticipated fees per phase are outlined below. Topology may reallocate expenses between tasks, however total fees shall not exceed \$33,000 without prior approval.

- Task 1: Due Diligence: \$8,000
- Task 2: Deliverable Preparation: \$13,000
- Task 3: Regulatory Process: \$8,000
- Task 4: Permitting Assistance: \$4,000

The rate excludes costs that would be billed as reimbursable, which includes, but is not limited to:

- Costs associated with materials for public engagement sessions
- Procurement of data from third party vendors
- Printing and production of deliverables
- Courier or express mail
- Mileage travel costs

The Municipality may request out-of-scope services on an hourly basis. Topology will not proceed with any out-of-scope work without prior approval. These may include:

- Meetings with Prospective Redevelopers
- Additional attendance at public hearings beyond the above scope.
- Legal assistance (e.g. public notices).
- Additional regulations beyond the above scope.

All work that falls outside the scope stated above will be invoiced on an hourly basis in accordance with the rates in the table above. to the following hourly fee schedule:

Topology will issue monthly invoices for each service provided. Payment is due within thirty (30) days from receipt of Topology's invoice.

III. TERMS OF AGREEMENT

This proposal is valid 90 days from the date of issuance. This agreement is effective as of the date of execution and will terminate no later than twelve months from the date of execution. Any work requested to be performed under this contract after such date will be billed at prevailing rates.

TOPOLOGY NJ LLC

TERMS AND CONDITIONS

These Terms and Conditions, (the "Agreement") are entered into this ___ day of, _____ 202_ ("Effective Date"), by and between Topology NJ, LLC, a New Jersey limited liability company having an address at 60-64 Union Street # 1N Newark, NJ 07105 ("Topology") and _____ ("Client"). Topology and Client may be referred to individually as a "party" or collectively as the "parties".

1. Services.

a) Topology agrees to provide the professional services (the "Services") set forth in each scope of work signed by the parties, in the SOW (Scope of Services). This Agreement or the applicable SOW may incorporate by reference other engagement documents entered into by the parties thereunder. Each such SOW is incorporated into this Agreement by reference. Unless otherwise directed in writing by an authorized representative of Topology, all payments owed by Client for the Services shall be remitted directly to Topology in accordance with Section 2.

b) Topology's obligation to achieve the dates or milestones governed by this Agreement are subject to the timely performance of Client of its obligations hereunder as applicable so as to not interfere with Topology's achievement of such obligations. Topology shall utilize diligent efforts to meet such dates and shall notify Client promptly if Topology encounters significant delays in completing the Services.

(c) If Client requests a change to an SOW or engagement document that Topology reasonably believes will result in a change in (i) the schedule for completing the Services; (ii) the engagement document requirements; or (iii) the estimate of compensation for the Services, then Topology will provide Client with a written change order that sets forth the changes and the estimated delay, if any, in the completion or delivery of the Services or Deliverables (defined below). Client will indicate its acceptance by signing the change order. Topology shall have no obligation to perform any Services not set forth in an SOW or engagement document or any Services affected by a requested change, unless pursuant to a signed change order by Client. Topology shall not be responsible for delays or additional Services needed as a result of unforeseen or unknown information or issues with respect to Client's systems, technology, or infrastructure or as a result of Client's delay in accepting a change order on terms and conditions required by Topology. Client acknowledges that such issues may arise as Topology commences the Services and that such issues may result in the need for one or more change orders. In no event shall any change order proposal be deemed a breach or threatened breach of this Agreement by Topology and Topology shall be paid for its Services rendered irrespective of the party's mutual agreement to continue under a change order. Notwithstanding anything to the contrary set forth in this Agreement or the applicable engagement document, any agreed upon fees or estimated expenses set forth in the engagement documents may be subject to increases pursuant to one or more change orders.

2. Payment of Invoices.

Client will compensate Topology under the terms of this Agreement for the Services performed and expenses incurred, through the term or effective date of termination of this Agreement or the applicable SOW (in each case, the applicable "engagement"). All non-escrow reimbursable expenses for the Services shall not exceed \$2,500.00 per month. If payment is not received within forty-five (45) days of receipt of an undisputed invoice or within sixty (60) days of receipt of a disputed invoice for the Services performed (i) such invoice shall accrue a late charge equal to the lesser of (A) 1½% per month or (B) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Topology will invoice by email monthly by the 15th of the month following the month during which fees and expense were incurred. Topology may also suspend or terminate the Services upon ten (10) days further written notice to Client for any overdue invoices and Client's failure to cure same. Client shall be responsible for any taxes imposed on the Services or on the applicable engagement, other than taxes imposed by employment withholding for Topology's personnel or on Topology's income or property. In the event of a conflict between the payment terms set forth in an applicable SOW and this Agreement, the payment terms of the applicable SOW shall control.

3. Term.

This Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated or upon the completion of the Services to be performed by Topology. Unless terminated sooner as set forth below, this Agreement shall terminate upon the completion of the applicable Services relating thereto. Either party may terminate this Agreement at any time by giving the other party thirty (30) days' notice, in writing. In the event of the termination of this Agreement, Topology will be paid all outstanding amounts previously billed and due in accordance with this Agreement plus the time, materials and expenses incurred up to the effective date of termination. At the point of termination, and provided Client pays for Topology's time to collect the materials, Topology will provide Client with documents and materials prepared for Client during the time Topology provided services under this Agreement. Topology may suspend the provision of Services for non-payment of fees and expenses pursuant to this Agreement until payment is brought current.

4. Ownership and Use of Work

a) For purposes of this Agreement (i) "Intellectual Property" means works of authorship, materials, information and other intellectual property, including without limitation any ideas, information, data, processes, methodologies, methods, know-how, trade secrets, inventions, images, artwork, concepts, research, reports, content, techniques, formulae, plans, models, presentations, analyses or strategies; (ii) "Topology Property" means (1) all Intellectual Property created prior to or independently of the performance of the Services, or created by Topology for their use in performing the Services; and (2) any modifications, enhancements, improvements, or derivative works of any Intellectual Property described in Section 4.(a)(ii)(1) and Section 4.1(a)(ii)(2); and (iv) "Deliverables" means all Intellectual Property that Topology or its subcontractors (1) create for Client specifically to meet Client's business requirements and in accordance with the specifications in an applicable SOW; (2) deliver to Client as a result of the Services; and (3) that is not Topology Property.

b) To the extent applicable to copyright law, all Deliverables provided by Topology shall be deemed "works made for hire". For each Deliverable, subject to the terms and conditions set forth herein, Client retains all rights, title, and interest in and to the Deliverables. To the extent Client does not by operation of

law or otherwise retain all rights, title, and interest in and to the Deliverables, Topology agrees to ensure all rights, title, and interest therein and thereto are assigned to Client. To the extent Topology Property is incorporated into the Deliverables, Topology hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license and right to use such Topology Property solely for Client's use of the Deliverables for its own customary business purposes.

c) Except for the limited license or rights granted herein by Topology to Client, Topology (or its third-party licensors) hereby retains all rights, title, and interest in and to Topology Property, including all rights under patent, trademark, and copyright law.

5. Representations and Warranties; Disclaimer.

Topology represents and warrants that (i) it shall perform the Services in accordance with the generally accepted standards for the industry in which Topology practices, (ii) each Deliverable will conform in all material respects to the applicable specifications for such Deliverable set forth in each applicable SOW, and (iii) it shall comply with all applicable laws. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TOPOLOGY HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Limitation on Damages and Indemnification.

a) EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT AND WITH RESPECT TO ITS INFRINGEMENT OF THE INTELLECTUAL OR PROPRIETARY PROPERTY RIGHTS OF THE OTHER PARTY, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES IN AN AGGREGATE AMOUNT EXCEEDING THE FEES PAID BY CLIENT TO TOPOLOGY UNDER THE APPLICABLE SOW TO WHICH THE DAMAGES RELATE; AND (II) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, DATA, GOODWILL, REVENUES OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM), OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, RELATING TO THE ACTIVITIES GOVERNED BY THIS AGREEMENT.

b) Topology shall indemnify, defend and hold harmless Client, its subsidiaries, affiliates, officers, directors, and its personnel from any and all losses, damages, and liabilities ("Losses") incurred by Client in connection with any and all claims, demands, and actions ("Claims") brought or asserted by a third party arising from Topology's (i) breach of this Agreement, and (ii) negligence, willful misconduct, or violation of applicable law.

c) Client shall indemnify and hold harmless Topology, its subsidiaries, subcontractors and their respective personnel from any and all Losses incurred by Topology in connection with any and all Claims brought or asserted by a third party arising from Client's (i) breach of this Agreement, (ii) negligence, willful misconduct, or violation of applicable law, and (iii) actions or omissions with respect to a developer's application to the Client, which is based on or related to the Services or Deliverables provided by Topology.

d) As a condition to the indemnity obligations contained herein, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

7. Client Responsibilities. Client shall cooperate with Topology hereunder, including, (i) providing Topology with reasonable facilities and timely access to data, information and personnel of Client; (ii) providing qualified personnel having appropriate skills to perform Client's obligations and duties in a competent and timely fashion; (iii) providing a stable, fully functional infrastructure environment which will support the Services and allow Topology and Client to work productively; and (iv) promptly notifying Topology of any issues, concerns or disputes with respect to the Services. With respect to the information provided by Client to Topology or its subcontractors for the performance of the Services, Client shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to Topology for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) establishing and maintaining internal controls, including monitoring ongoing activities; and (g) accepting responsibility for the results of the Services. Topology's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Topology shall be entitled to rely on all decisions and approvals of Client.

8. Force Majeure. Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, fire, pandemics, epidemic or other casualty, act of G-d, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought not later than one year following the due date of the last payment owing to the party bringing such action.

10. Independent Contractor. Each party is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

11. Confidentiality and Internal Use.

a) To the extent that, in connection with this Agreement, either party (each, the “receiving party”) comes into possession of any confidential information of the other (the “disclosing party”), it will not disclose such information to any third party without the disclosing party’s consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in this Agreement, (ii) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with this Agreement, have agreed to be bound by confidentiality obligations similar to those in this Section 11(a), (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 11(a) shall alter Client’s obligations under Section 11(b). Topology may, however, use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

b) All Services and Deliverables shall be solely for Client’s benefit and are not intended to be relied upon by any person or entity other than Client.

12. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this Agreement. In the event of any conflict or ambiguity between this Agreement and any other engagement documents, these terms and conditions of this master Agreement shall control. Each of the provisions of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term “including” shall be deemed to be followed by “without limitation.” This Agreement and the applicable engagement documents may be signed in counter-parts and/or delivered electronically and, in such event, this Agreement shall be deemed fully executed and in full force and effect.

13. Assignment and Subcontracting. Except as provided below, neither party may assign, any of its rights or obligations (including, interests or claims) relating to this Agreement or the Services without the prior written consent of the other party.

14. Non-exclusivity. Topology may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, any materials or processes including those that may be similar to those produced as a result of the Services, provided that, Topology complies with its obligations of confidentiality set forth hereunder.

15. Non-solicitation. During the term of this Agreement or any ongoing engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive

contact with personnel of the other party in the course of this Agreement shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

17. Entire Agreement, Amendment, and Notices. This Agreement and all engagement documents incorporated herein by reference or that specifically states that it is entered into pursuant hereto, including attachments, SOWs, addenda, and riders, constitute the entire agreement between the parties with respect to the applicable engagement, supersede all other oral and written representations, understandings or agreements relating to the applicable engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in this Agreement, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

18. Governing Law, Jurisdiction and Venue, and Severability. This Agreement, including attachments, and all matters relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in the State of New Jersey. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of this Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

19. Consent to Limited Use of Client's Name. Each party consents to the other party using (i) such party's name and logo on its website and social media pages, and (ii) such party's name, logo and a description of the Services as a specific citation within proposals and other marketing efforts.

(Signatures to follow)

By signing below, the parties hereto have agreed to all of the terms and conditions of these Terms and Conditions, effective as of the Effective Date.

TOPOLOGY NJ, LLC

Signed: Philip Abramson

By: Phil Abramson

Title: CEO

CLIENT

Signed: _____

By: _____

Title: _____

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexualorientation, gender identity or expression, disability, national or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.