

GSA Equipment Quote
Company Name: ECAMSECURE
Duns Number: 115351558
GSA Contract Number: 47QSWA19D002S

JOBSITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
Ashland Police Department 91 Memorial Drive PO BOX 306 Ashland, AL 36251	Ashland Police Department Attn: Chief Joseph Stanford 91 Memorial Drive PO BOX 306 Ashland, AL 36251	Lisa Koy, Account Executive lkoy@ecamsecure.com Phone:(909) 615-9799

Ashland PD-GSA-final-2MSU PD v2 - QT-00029220

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	UNIT PRICE	TOTAL PRICE
2	MSU Pro Solar - Custom Police Version 2 [MSUV3-Pro-SOL-PD-V2] Custom Features: <ul style="list-style-type: none"> (3) HD IP Fixed – Axis Cameras Model: P1445-LE w/ 256GB SD Card HD IP PTZ – Axis Cameras Model: Q6125-LE w/ 256GB SD Card [model discontinued] HD IP PTZ – Axis Cameras Model: Q6078-E w/ 256GB SD Card [currently available substitution] Fisheye Camera – Axis Model: M3058-PLVE w/ 256GB SD Card (5) Single Port POE Injectors (2) Blue Strobe Lights 3G/4G cellular dual card router External 3G/4G Antenna (4) Outdoor high efficiency LED lighting Climate Controlled Enclosure Low Voltage Supervision Module Fused 8ch. Power Source Power Source: <ul style="list-style-type: none"> 900 watts solar panel modules 880 Amp Hour Battery Bank 120VAC Power Input Trailer and Mast: <ul style="list-style-type: none"> Unmarked trailer 22-foot all-steel mast Telescoping mast 4-point outrigger stance Lockable cabinet Tow Light 	\$28,831.23	\$57,662.46
1	Freight [Shipping]	\$3,500.00	\$3,500.00
1	ECAM-Training Training (up to 8 hours) of unit use and capabilities for up to five (5) employees. Additional training available as needed.	\$1,207.98	\$1,207.98

Total Materials		\$57,662.46
Quantity Discount		
Total Materials after Discount		\$57,662.46
One Day on location Training (Remote Phone Support)		\$1,207.98
Shipping / Freight		\$3,500.00
TOTAL		\$62,370.44

TAX EXEMPTION: Please provide a letter or certificate for our files that verifies tax exemption for this purchase.

Caveats / Assumptions

- Client is to provide Air Card(s) for testing prior to delivery
- No Air Card is provided in this proposal
- Air Card coverage is based on the ISP (Internet Service Provider) Coverage
- All units will be delivered directly to one designated location.
- Solar Panels must be positioned towards the southern direction and cleaned periodically for optimal solar charging.
- Client requires a 2" tow ball to relocate the MSU's
- Client must provide a forklift to unload the MSU's from the flatbed
(if no forklift is available at time of delivery, a billable change order will be issued to the client)

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Terms and Conditions



- 1. MAXIMUM ORDER*:** \$200,000 per SIN and \$200,000 per order
*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the Contractor for a better price. The Contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.
- 2. MINIMUM ORDER:** \$100
- 3. GEOGRAPHIC COVERAGE:** Domestic, 48 CONUS and Washington, DC
- 4. POINT(S) OF PRODUCTION:** US
- 5. DISCOUNT FROM LIST PRICES:** Prices on GSA Advantage are the negotiated government price (reference GSA Price List spreadsheet provided by Contractor on request)
- 6. QUANTITY DISCOUNT(S):** 4% for 3-4 Units of the Same Product Number
5% for 5+ Units of the Same Product Number
- 7. PROMPT PAYMENT TERMS:** 0% Net 30
- 8.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
- 8.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact Contractor for limit.**
- 9. FOREIGN ITEMS:** None
- 10a. TIME OF DELIVERY:** 25-30 Days after receipt of order
- 10b. EXPEDITED DELIVERY:** Contact the Contractor for availability and terms.
- 11a. OVERNIGHT AND 2-DAY DELIVERY:** If available, contact the Contractor for rates.
- 11b. URGENT REQUIREMENTS:** Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.
- 12. FOB POINT:** Origin, Pre-paid and Add
- 13a. ORDERING ADDRESS:** ECAMSECURE
3400 E. Airport Way
Long Beach, CA 90806
- 13b. ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
- 14. PAYMENT ADDRESS:**
ECAMSECURE
3400 E Airport Way
Long Beach, CA 90806
- 15. WARRANTY PROVISION:** 1 Year Standard Commercial Warranty.
- 16. EXPORT PACKING CHARGES:** *Not applicable or as negotiated per standard commercial policies*
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level may be inserted by Contractor)
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A or as applicable
- 24b. Section 508 Compliance for EIT:** as applicable
- 25. DUNS NUMBER:** 115351558
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Registration valid and up to date in SAM.

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The Customer identified below here by contracts with ECAMSECURE, INC. ("Contractor") for the equipment described in this Contract. The equipment to be provided by the Contractor and the related charges to be paid by the Customer are described in this Contract. The Standard Terms and Conditions attached to this Contract are an integral part of this Contract and are incorporated by reference herein. The Contractor is licensed by the Department of Consumer Affairs as a Private Patrol Operator in California.

Customer hereby agrees to the terms set forth in this Contract, including the attached Standard Terms and Conditions, which are an integral part of this Contract.

Customer Acceptance/Signature/Date

Chief Joseph Stanford

Name & Title

**91 Memorial Drive PO BOX 306
Ashland, AL 36251**

Customer Name & Billing Address

Ashland Police Department

Jobsite Name

**91 Memorial Drive PO BOX 306
Ashland, AL 36251**

Jobsite/Ship to Address

Customer Phone

Customer Fax

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These Standard Terms and Conditions are an integral part of the attached Contract for equipment and/or services between Customer and the Contractor and form a part of that contract. Customer's signature on the attached contract signifies Customer's Contract to be bound by these Standard Terms and Conditions.

Pricing and Payment Terms

- a) **Purchases:** Unless otherwise stated, Contractor's prices for the purchase of materials, supplies and equipment do not include sales, use, excise or similar taxes, all of which charges shall be paid by Customer, unless Customer provides Contractor with evidence of tax exemption satisfactory to the Contractor. All materials, supplies and equipment shall remain the property of the Contractor until receipt by the Contractor of full payment.
- b) **Invoices** Contractor shall submit monthly invoices to Customer for services on or about the fifth day of the month following the month in which services were performed.
- c) **Payment of Invoices:** Payments shall be made by check to the address on the invoice. A service charge of \$25.00 will be applied to each returned check. Payments are due within 30 days of the date of the invoice.
- d) **Price Changes:** Upon 30 days prior written notice, Contractor may increase prices of materials, supplies and equipment, monthly service and other charges. Such increases shall become effective on the 30th day after notice and such notice shall constitute an amendment to this Contract, as of the effective date.
- e) **Late Charges:** The Contractor reserves the right to add a late charge of 1.5% per month, or the highest amount permitted by law if lower, on any account balance not paid in full when due. In the event Contractor initiates collection procedures to obtain payment of a delinquent account balance, Contractor shall be entitled to recover all costs of collection, including attorney's fees, costs and other expenses. Contractor reserves the right to terminate this Contract or any order, or to suspend its performance, immediately and without prior notice, upon Customer's failure to perform its obligations under this Contract, including, without limitation, any failure to pay amounts due hereunder. Contractor may also terminate this Contract if Customer becomes the subject of a petition in bankruptcy, becomes insolvent or has a receiver appointed for any part of its business or property.
- f) **Service Interruptions; Reconnection Charges:** Customer shall pay a reconnection charge if service is suspended or terminated due to Customer's failure to make timely payments of invoices or upon other Customer default. Customer shall not receive credit for interruptions in the operation of equipment or of service for less than 48 consecutive hours, regardless of the cause of such interruption. Any interruption credit shall be for the period of interruption exceeding 48 hours.

Duties of the Customer

- a) It is the duty of the Customer to assess and determine its security needs, and the type and location of surveillance and surveillance equipment and/or Security Officers. Contractor shall not be responsible for such assessment and determination and makes no representation or warranty as to suitability or adequacy of Customer's surveillance system, coverage or equipment, all of which are the sole responsibility of Customer.
- b) Customer grants to Contractor and its personnel the continuing right to access the project site to perform this Contract and authorizes Contractor, its agents and contractors to install, inspect, test and repair all equipment, supplies and materials as and when necessary or appropriate, as determined by the Contractor.
- c) Customer is responsible to provide site lighting, fencing and other perimeter and access control equipment and facilities requested by the Contractor related to the subject of this Contract. For all surveillance systems, Customer will provide, at its sole cost and expense, 120v power to within 20 feet of the proposed installation site and a 40 amp dedicated circuit breaker. For Alarm and Full-Time Monitoring Services, Customer shall provide and maintain, at its sole cost and expense, high-speed internet access with a Static Routable IP Address to the location where remote viewing and/or monitoring services are required (not less than 256k upload and 64k download).
- d) Customer is required to provide at least 3 business days advance notice to schedule equipment relocations.
- e) Customer shall, at all times keep Contractor advised of its daily and holiday opening and closing schedule, if applicable, and provide Contractor with a list of all persons authorized to enter premises during its closed hours and a call list of individuals designated to receive notice in the event of an alarm signal from or at the site (such information is referred to as "Post Instructions"). It is Customer's responsibility to regularly maintain and update the Post Instructions. In the event of an alarm signal, Contractor's sole obligation shall be to communicate to Customer's representative and/or emergency services, as identified in the Post Instructions, that an alarm signal has been received. In the event Contractor cannot reach one of the persons identified on the alarm signal call-list in the Post Instructions, Customer agrees that Contractor's sole obligation shall be to leave a voice mail or other recorded message, if voicemail or another recording device is available. If no voicemail or recording device is available, the sole obligation of Contractor shall be to telephone and determined that no voicemail or recording device is available at the numbers identified in the Post Instructions.
- f) It is Customer's duty to notify Contractor of site changes that require changes in security equipment or scheduling. Notification of changes should be made to the current Account Executive. Customer authorizes Contractor to make any changes in or alterations to the equipment made necessary by any changes in the Customer's site, property or equipment after the original installation has been completed and Customer agrees to pay Contractor the cost thereof at Contractor's then prevailing labor and equipment rates. Change Orders submitted on less than twenty-four (24) hours' notice will be subject to a \$150.00 short notice fee.
- g) Customer will obtain and keep in effect, at Customer's sole expense, all permits or licenses that may be required for the installation and operation of the System.

Duties of the Contractor

- a) Contractor shall assign, direct supervise its employees, agents and contractors at the premises to which this Contract applies.
- b) Each Security Officer furnished by Contractor is an employee of Contractor. Contractor shall provide qualified personnel and adequate equipment and attire to perform this Contract. Customer retains the right to approve or disapprove an employee assigned to the project site consistent with state and federal laws, including anti-discrimination laws. The disapproval must be in writing and sets forth the specific reason for the disapproval. Contractor is responsible for the conduct of its Security Officers and for payment of all wages, insurance and taxes relating to their employment. During the term of this Contract, Contractor shall maintain in full force and effect commercially reasonable amounts of General Liability Insurance, Workers' Compensation Insurance and Automobile Liability insurance policies for its employees working at Customer's site. Evidence of such insurance shall be provided promptly upon request.
- c) If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm system, Contractor may, in its sole discretion, deem the same to be Customer's material breach of this Contract and Contractor shall be excused from further performance until Customer agrees to eliminate conditions or factors interfering with the services of the proper operation of equipment.

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- d) Contractor warrants its equipment purchased by Customer, when used under normal conditions, to be free from defects in material and workmanship for 30 days following delivery to the Customer. The warranty period for repaired or replaced defective parts shall be through the remainder of the original warranty period. If the equipment proves to be defective in materials or workmanship, the exclusive remedy as well as Contractor's sole liability shall be to repair and/or replace the defective equipment or component. This Limited Warranty applies only where the System has been properly installed, operated and maintained in accordance with Contractor's instructions. Equipment loss is not covered by this warranty nor is damage to equipment from Acts of God, theft, terrorism, fire, vandalism or abuse. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Term and Termination

- a) NON-TERM CONTRACTS: This Contract shall automatically be renewed each month until Contractor or Customer sends a written notice of termination by email, mail or fax.
- b) This Contract may be terminated by either party upon not less than 15 days written notice to the other party. Customer's early termination of term contracts may result in assessment of early termination fees described above.
- c) In order to assist our Customer, Contractor agrees to terminate on as little as twenty-four (24) hours notice. However, where Customer fails to deliver written notice of termination, Customer shall remain liable for all equipment and services until Customer provides written notice of termination to Contractor.
- d) At the expiration or termination of this Contract or in the event of any default in performance by Customer, Contractor is authorized to enter upon Customer's site and to remove all or any portion of the equipment, materials and supplies provided by Contractor. Contractor may elect to abandon all or any portion thereof.
- e) Removal of the System shall be without prejudice to the collection of any and all amounts due under this Contract, including any extensions or renewals thereof.

Insurance; Limitation of Liability

CONTRACTOR IS NOT AN INSURER. Customer understands that Contractor is not an insurer of Customer's property or the personal safety of persons in Customer's premises.

- a) Contractor's services do not replace insurance. Customer is responsible to provide insurance of the kind, and in such amounts, as may be determined by Customer to be adequate for risks of loss to persons, property, for liability and otherwise. Contractor does not provide or maintain insurance of any kind providing coverage to Customer or its property. Customer will maintain, at its sole cost and expense, all risk insurance in form and amounts reasonably acceptable to Contractor, for damage or loss of equipment, supplies and materials of every kind and nature provided by Contractor for use by Customer. Contractor shall be named as an additional insured on such policies of risk insurance, and, upon the request of Contractor, Customer shall provide a certificate of insurance evidencing such coverage. In the event of loss or damage to Contractor's equipment, materials or supplies used under this Contract, Customer agrees to pay Contractor the reasonable value thereof or the cost of repair, at the election of Contractor.
- b) Customer's payments are based solely on the value of the services set forth herein and are unrelated to the value Customer's property or property located on the site; Contractor makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert.

Indemnification

To the fullest extent permitted by applicable law, Customer expressly agrees to defend (at Customer's expense and with counsel acceptable to the Contractor), indemnify, and save and hold harmless the Contractor and all of its officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and mediation, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the Work performed by or for the Contractor under this Contract, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of Customer or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING WITHOUT LIMITATIONS INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS; INCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE, OR WRONGFUL, WILLFUL ACTS OF the Contractor. The indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Customer under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of Customer or of any third party with whom Customer is in privity.

- i. Customer's assumption of liability is independent from, and not limited in any manner by, the Customer's insurance coverage or lack thereof. All amounts owed by Customer to the Contractor as a result of the liability provisions of this Contract shall be paid upon demand.
- ii. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND ITS SURETY, IF ANY, COVENANT AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS OF AND FROM ANY AND ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION AND THE LIKE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS WHICH MAY BE ASSERTED AGAINST THE CONTRACTOR BY THE OWNER OF THE PROPERTY, THE GENERAL CONTRACTOR, OR ANY OTHER PARTY OTHER THAN CUSTOMER, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE FAILURE OF OWNER OF THE PROPERTY, THE GENERAL CONTRACTORS, A SUBCONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF SUBCONTRACTOR TO PERFORM WORK REQUIRED ON THE PROPERTY.

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- iii. The indemnities agreed to by Customer herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of Contractor is maintained by the Contractor or assumed by Customer. Customer's duty to defend the Contractor is as follows:
 - a. The Contractor in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Customer the defense of any or all of the indemnified claims. Upon such tender by the Contractor to Customer, Customer shall be bound and obligated to assume the defense of Contractor in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of the indemnified claims without reimbursement by the Contractor.
 - b. It is understood and agreed by Customer that if the Contractor tenders the defense of an indemnified claim to Customer and Customer fails or neglects to assume the defense thereof, the Contractor may compromise and settle or defend any such suit or action, and Customer shall be bound and obligated to reimburse the Contractor for the amount expended by it in settling or compromising any such claim, or in the amount expended by the Contractor in paying any judgment rendered therein, together with all reasonable attorneys' fees and cost of litigation incurred by the Contractor by reason of its defense, settlement or compromise of such indemnified claims.
- iv. Neither final payment to the Contractor nor acceptance of the Work performed by the Contractor shall constitute a waiver of the foregoing indemnities and notwithstanding any other provision contained in this Contract; the provisions of this article shall survive the termination of the Contract for any reason whatsoever.
- v. Waiver of Subrogation. Customer waives all rights against the Contractor for loss or damage to the extent covered by Builders Risk or any other property or equipment insurance.

Disputes and Litigation

Should any dispute or controversy arise between the Contractor and Customer concerning any matter involving or arising out of this Contract, the following procedures shall apply:

- i. Such dispute or controversy shall be submitted by one party to the other in writing.
- ii. The parties shall make a good faith effort to attempt to settle such dispute.
- iii. In the event that the Contractor and Customer settle such dispute and subject to subparagraphs above, any settlement will be anticipated to be on an "actual cash basis." That is, the basis of claim valuation will be either the actual cash value of the property damaged or stolen, allowing for reasonable depreciation, or for the repair of that property, whatever is less.
 - a. Compensation for settlement will consist of either a check payable to the party suffering the loss, or by credit to the Customer's future accounts as deemed commercially expedient by the Contractor. However, it is understood by all parties, that once rendered, services are accepted by the Customer and no credit or back charge for settlements may be taken against those services rendered without the express consent of the Contractor. This consent will depend on the compliance with the provisions of this contract.
 - b. At its election, Contractor may exercise rights to "salvage" of property which may be subject of a claim.
- iv. The venue of any suit for any breach of this Contract is hereby agreed to be any court of competent jurisdiction in Los Angeles County, CA. The law applicable to any litigation relating to this Contract shall be the laws of the State of CA.
- v. If the Contractor shall be required to employ an attorney to enforce any of the provisions of this Contract, or to protect its interest in any matter arising hereunder, or to collect damages for the breach of the Contract or to prosecute or defend any suit resulting therefrom, and the Contractor is the prevailing party in such action, Customer agrees to pay the Contractor for all reasonable costs, charges, expenses, expert fees and attorneys' fees expended or incurred in connection therewith.

General Conditions

- a) All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Products is and shall remain the Contractor's Property and this Purchase Order does not transfer any intellectual property rights.
- b) Customer acknowledges that power fluctuations and failure is a common problem and that Contractor is not liable for any monitoring equipment (sometimes referred to as the "System") failure due to a power outage. Customer shall promptly report any System problems following a power outage to Contractor.
- c) Customer acknowledges and agrees that signals which are transmitted over the telephone lines or via the internet are wholly beyond the control of Contractor and Contractor is not liable for any interruption due to utility or service provider failure or if Contractor's central station should be destroyed or becomes inoperable due to fire or other disaster.
- d) Services performed under this Contract shall be deemed accepted by Customer unless written proof of claim is made to Contractor no later than ten (10) days after services are completed.
- e) Provided Customer's account is current, Contractor will use its reasonable commercial efforts to carry out service/repairs within 2 business days, but shall not be responsible for delays or failure to respond by reason of power or connection failures, failures due to weather or other conditions, or otherwise for any conditions beyond the control of Contractor, including but not limited to, terrorism, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.
- f) Training in accessing and reviewing historical archive retained in the on-site system is provided. The review of archived video is the responsibility of the Customer.
- g) Contractor may assign this Contract or any of its rights and obligations hereunder; Contractor shall notify Customer of any such assignment. Customer may not assign this Contract without Contractor's prior written consent.
- h) Without the Contractor's prior written consent, Customer may not assign, sell, or sublease Contractor provided equipment or this Contract without Contractor's consent. Customer will not damage, encumber, or dispose of System or permit the System to be damaged, encumbered, taken from the site, tampered with or repaired by anyone other than authorized agents of Contractor.
- i) In the event Customer is not the site owner, Customer hereby warrants that Customer has secured the written consent of the owner for the installation and removal of the System.
- j) This Contract shall be governed by the laws of the State of without reference to conflict of laws doctrine. It constitutes the entire agreement between the parties regarding its subject matter. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Both parties hereby agree that no suit or action that

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relates in any way to this Contract (whether based upon contract, negligence or any other legal theory) shall be brought more than one (1) year after the accrual of the cause of action therefor.

- k) No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto.
- l) Video footage/snapshots captured by Contractor, Inc products or services will be used on Contractor owned websites or trade events for training and marketing purposes. We value the privacy of our Customers and no Customer contact information will be sold, traded or disclosed otherwise. If you object to this usage due to proprietary issues, privacy, or for any other reason please email your Account Manager or mail objection to: Ecamsecure, Inc., Disclosure/R&D, 3400 E. Airport Way, Long Beach, CA 90806 and we will evaluate immediately.
- m) These Standard Terms & Conditions supersede any additional, different, or conflicting terms on Customer's printed forms, or conflicts implied from course of dealing or trade usage, and integrate and replace all prior representations of Contractor. This transaction is expressly conditioned upon Customer's assent to these Standard Terms & Conditions.

Captions

Captions or paragraph headings included in this Contract are for reference purposes only and shall not modify or limit the statements contained herein.

Interpretations

All words in the Contract shall be deemed to include any number or gender as the content or sense of this Contract requires, Although drafted by the Contractor, this Contract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.

Notice

All notices required under this Contract shall be sent via certified mail return receipt requested to the address for Customer set forth below:

ATTN: Ashland Police Department
Ashland Police Department
91 Memorial Drive PO BOX306
Ashland, AL 36251

and to the address for THE CONTRACTOR set forth below:

ECAMSECURE, INC.
3400 E. Airport Way, Long Beach, CA 90806

Verbal notification to either party will not satisfy notice requirements herein. To the extent any notice provision of this Contract violates applicable law in that it is too strict or restrictive the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.

Severability

In the event one or more of the provisions of this Contract violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.

Governing Law

The laws of the State of CA shall govern this Contract.

Entire Agreement and Amendment

This Contract contains and includes the entire understanding of the parties. Any oral agreements. Prior proposals, understandings and correspondence are hereby superseded by this Contract. This Contract may be amended only by an instrument in writing signed by the parties hereto.