



SURVEILLANCE SERVICE AGREEMENT

Rise Association Management Group

June 25, 2019

Video Solutions & Services	Qty	Pricing	Total
2 Camera Perimeter Bundle - Service Fee	1.00	\$280.39	\$280.39
2 Camera Perimeter Bundle - Service Fee	1.00	(\$129.19)	(\$129.19)
2 Perimeter Camera Bundle - Equipment	1.00	\$2,383.35	\$2,383.35
2 Perimeter Camera Bundle - Equipment	1.00	(\$2,383.35)	(\$2,383.35)

Frequency	Total
One Time Fees	\$0.00
Recurring Fees	\$151.20
Hourly Breakdown for Comparison (336 hrs)	\$0.45

Sales Coordinator Initials: CMR



SURVEILLANCE SERVICE AGREEMENT

Term of Agreement: Unless earlier terminated pursuant to the Term and Termination section of the Standard Terms and Conditions attached to this Agreement, the term of this Agreement shall be Thirty-Six (36) months which shall commence on the date of Client's first invoice.

Scope of Work

Company shall provide live video surveillance from cameras mounted on an existing structure. If the surveillance system is equipped with outputs (sirens, strobes, public address system), the Company may remotely activate the outputs in an attempt to deter unauthorized individuals. Authorized individuals should call, text, or use the iOS App with the safe word to notify the monitoring center prior to entering the site during monitoring hours. When an authorized individual contacts the monitoring center to gain access to a site, live monitoring will cease for a specific duration requested by the authorized individual.

Client understands and agrees that the Company's services are not intended to provide, and should not be substituted for providing, personal protection and/or safety to any persons on Client's property.

Monitoring Service

Live Video Monitoring uses motion based software analytics and/or hardware components to detect motion and generate an event escalation to Company's monitoring center. In order for an event to be generated, the software motion analytic must detect five (5) consecutive frames with motion in a five (5) second period of time. Hardware detection is limited by the manufacturer's specifications. Only one event will be generated in a sixty (60) second period. False events averaging more than five (5) per hour, per camera are subject to being automatically paused until the next monitoring cycle begins.

IP Camera Hosting functions the same as it does with live video monitoring except Company would only be monitoring the health of the components in the surveillance system. The Client would have access to monitor live and/or review archived video within fourteen (14) days.

Other Monitoring Details Standard monitoring hours are 7pm to 7am, Monday through Sunday. Please be advised the Company reserves the right to outsource a portion or all of its live video monitoring to third-party service providers which may include third-party service providers in locations outside the United States.

Other Fees


- Client requested same site/on-site relocations or swaps are billable at \$250 per component (including but not limited to camera, speaker or siren). Client must provide at least five (5) business days notice in order to schedule the relocation or swap. Relocations to a new site will be considered a new installation under a new service Agreement.
- Maintenance/repairs for damages or surveillance system failure caused by the Client are billable at \$190 per hour (two hour minimum) plus materials at cost plus 10%. Site visits to clean cameras due to the condition of the site are billable at \$190 per visit. A maintenance plan is also available.
- Holidays and days leading up to, or after the holiday are invoiced at \$149 per site per day. A holiday plan is also available.
- One (1) surveillance sign is provided for each site. Additional signs may be requested for \$45 each.

Pricing Conditions

- Sales, use, excise or similar taxes are not included in Recurring Fees. Applicable taxes will be calculated every billing cycle based on the location of Client's site.
- The billing cycle begins on the installation date. Each billing cycle consists of four (4) consecutive weeks. Client will be invoiced every four (4) weeks.
- Additional equipment and/or services requested by Client will be bound to the Standard Terms and Conditions of this Agreement.

Client identified below hereby contracts with Pro-Vigil, Inc. ("Company") for the services and/or equipment described in this Agreement. The equipment and/or services to be provided by Company and the related charges to be paid by the Client are described in this Agreement. Client hereby agrees to the Standard Terms and Conditions set forth in this Agreement which are an integral part of this Agreement for equipment and/or services between Client and Company. Client's signature on the attached Agreement signifies Client's agreement to be bound by these Standard Terms and Conditions.

Client:

DocuSigned by:
 6/25/2019
 07429E0F569F466...
 Client Acceptance / Signature & Date

Anum Lalani

 Name

Property Manager - Registered Agent

 Title

Rise Association Management Group

 Client Name

Company:

 Company Acceptance / Signature & Date

 Name

 Title

Pro-Vigil, Inc.

 Company Name



PRO-VIGIL

SURVEILLANCE SERVICE AGREEMENT

STANDARD TERMS & CONDITIONS

Pricing and Payment Terms

- a. **Services:** Company shall submit invoices to Client each billing cycle. Each billing cycle consists of four (4) consecutive weeks. The billing cycle begins on the installation date. Client will be invoiced every four (4) weeks. Applicable sales, use, excise or similar taxes will be calculated every billing cycle based on the location of the Client's site. The Company reserves the sole right to begin invoicing the Client one (1) week following the Company's site installation date when the installation is delayed due to the Client's missed deliverables.
- b. **Payment of Invoices:** Payments made by check should be mailed to the address on the invoice. Payments are due upon receipt of invoice. A service charge of \$25.00 will be applied to each returned check.
- c. **ACH Payments:** Client has the option to pay the obligations due hereunder by automatic debit to Client's checking account. By completing the required information, Client hereby authorizes Company to initiate debit or credit entries to the checking account chosen by Client for the purpose of satisfying the obligations due hereunder, inclusive of recurring fees, sales taxes or other fees.
- d. **Recurring Payments:** If applicable, Client authorizes Company to charge recurring credit card payments for services provided by Company including adjustments, if necessary. A receipt for payment will be emailed to Client for the corresponding billing cycle. To cancel the recurring payment process, Client is required to contact Company at least thirty (30) days in advance with an alternate payment method.
- e. **Price Changes:** Price increases for materials, supplies, equipment, monthly fees and other fees will only be applicable to those procured after the effective date of this Agreement. Upon thirty (30) days prior written notice, Company may increase prices of materials, supplies, equipment, monthly fees and other fees. Such increases shall become effective on the 30th day after notice and such notice shall constitute an amendment to this Agreement, as of the effective date.
- f. **CPI Increase Clause/Calculation:** Materials, supplies, equipment, monthly fees or other fees may be increased each twelve (12) month period on the anniversary date following the effective date of the Agreement by the same percentage as the increase in the Bureau of Labor Statistics Consumer Price Index (All Items) or 3% whichever is the higher. "Consumer Price Index (CPI)" means the most recently published Consumer Price Index for All Urban Consumers as published from time to time by the U.S. Department of Labor, Bureau of Statistics.
- g. **Late Charges:** The Company reserves the right to add a late charge of 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 Company initiates collection procedures to obtain payment of a delinquent account balance, Company shall be entitled to recover all costs of collection, including attorney's fees, costs and other expenses.
- h. **Service Interruptions & Reconnection Charges:** Client shall pay a reconnection charge if service is suspended or terminated due to Client's failure to make timely payments of invoices or upon other Client default. Client shall not receive credit for interruptions in the operation of equipment or of service for less than seventy-two (72) consecutive hours, regardless of the cause of such interruption. Any interruption due to power, internet, or weather conditions (including solar) will not be credited. Interruptions due to power, internet, or weather conditions (including solar) will not be credited.
- i. **Prorating Services:** THE INITIAL BILLING CYCLE FOR SERVICES BEGINS ON THE DATE OF INSTALLATION AND CONTINUES EVERY FOUR (4) CONSECUTIVE WEEKS. THE FINAL BILLING CYCLE WILL BE A FULL FOUR (4) WEEKS AND NOT PRORATED. INTERNET SERVICE, GUARANTEED PROTECTION PLAN, PHYSICAL DAMAGE WAIVER AND ADDITIONAL MONITORING HOURS ARE NOT PRORATED IN THE FIRST BILLING CYCLE.
- j. **Purchases:** Unless otherwise stated, Company's sales prices for purchases of materials, supplies and equipment do not include sales, use, excise or similar taxes, all of which charges shall be paid by Client, unless Client provides Company with evidence of tax exemption satisfactory to the Company. All materials, supplies and equipment shall remain the property of the Company until receipt by the Company of full payment.

Duties of the Client

- a. Client shall assess and determine their security and safety needs, along with the type and location of surveillance equipment. Company shall not be responsible for such assessment and determination and makes no representation or warranty as to suitability or adequacy of Client's surveillance system, coverage or equipment, all of which are the sole responsibility of Client.
- b. Client shall obtain and keep in effect, at Client's sole expense, all permits or licenses that may be required for the installation and operation of the surveillance system.
- c. Client shall be responsible for providing adequate internet service to support Client's surveillance system.
- d. Client shall be responsible for providing Company with a lift if surveillance equipment will be mounted more than twelve (12) feet above ground. Client shall be responsible for payment of all costs associated with the lift should the Company provide the lift to complete installation.
- e. Client shall grant Company and its personnel the continuing right to access the project site, including roof access, to perform its duties under this Agreement and authorizes Company, its representatives and contractors to install, inspect, test and repair all equipment, supplies and materials as and when necessary or appropriate, as determined by the Company.
- f. Client shall provide site lighting, fencing and other perimeter and access control equipment and facilities requested by the Company related to the subject of this Agreement. For all surveillance systems, Client shall provide, at its sole cost and expense, the required power.
- g. Client shall keep Company advised of its daily and holiday opening and closing schedule, all persons authorized to enter premises during its closed hours as well as a call list of individuals designated to receive notice in the event of an alarm signal/visual detection from or at the site (Post Instructions). Client shall regularly maintain and update the Post Instructions. In the event of an alarm signal/visual detection, Company's sole obligation shall be to communicate to Client's representative, as identified in the Post Instructions, that an alarm signal/visual detection has been received. In the event Company cannot communicate with any of the representatives identified in the Post Instructions, Client agrees that Company's sole obligation shall be to leave a voicemail or other recorded message, if available. If Company determines that no voicemail or recording device is available, the sole obligation of Company shall be to substitute a voicemail message with an email or SMS text message in an attempt to notify the Client.
- h. Client shall call 866-616-1318 or send an SMS text message to 210-880-6786 if the Client will be on the site during monitoring hours and give duration on the site. Once Client notifies Company, monitoring will be suspended until the end of the duration provided, or the next scheduled monitoring cycle, whichever comes first.
- i. Client shall notify Company of site changes that require changes in the surveillance system or monitoring hours. Client authorizes Company to make any changes in or alterations to the

surveillance system made necessary by any changes in the Client's site after the original installation has been completed and Client shall pay Company the cost thereof at Company's then prevailing labor and equipment rates.

- j. During the term of this Agreement and for one (1) year thereafter, Client shall not solicit for employment, hire or attempt to hire any person employed by Company in the performance of this Agreement. In the event Client violates this provision, the parties agree it would be difficult if not impossible to determine the damages suffered by Company as a result of this violation, including the cost of recruitment, licensing and training such personnel.

Duties of the Company

- a. Company shall assign, direct, and supervise its employees, agents and contractors at the premises to which this Agreement applies.
- b. If excessive false alarms are caused by carelessness, malicious, or unintended use of the surveillance system, Company may, in its sole discretion, deem the same to be Client's material breach of this Agreement and Company shall be excused from further performance until Client agrees to eliminate conditions or factors interfering with the services of the proper operation of equipment.

Physical Damage Waiver

Company provides a Physical Damage Waiver Program. The Company shall relieve the Client of any liability for physical damage to each component covered by the Physical Damage Waiver Program from fire, lightning, windstorm, vandalism or theft in excess of \$1,000 per occurrence (excluding cleaning or other ordinary course maintenance or repairs) that does not arise from or relate to Client's gross negligence or willful misconduct. Notwithstanding the foregoing, the Physical Damage Waiver shall not in any manner (a) provide Client with any insurance coverage or constitute a contract of insurance, or (b) provide Client with any protection or indemnification with respect to any claims for personal injury or death of any person or any third party claims. The Company shall have no liability or obligation with respect to any loss or damage covered by the Physical Damage Waiver unless Client notifies the Company in writing of any such loss or damage within seventy-two (72) hours after the occurrence thereof. The Physical Damage Waiver is calculated at 9.93% of Recurring Fees each four (4) week billing cycle.

Guaranteed Protection Plan

Company will pay actual losses for up to \$5,000 per incident (not per component/system/device) of theft or vandalism on a project site monitored by the Company under the terms of this Agreement if the incident meets specific criteria. Please see <https://pro-vigil.com/standard-terms-conditions/> for full details of the Guaranteed Protection Plan.

Carefree Maintenance and Support

The Company will provide regular (remote and on-site) preventive and unscheduled maintenance services to ensure the equipment is running at peak levels with minimal downtime. The Carefree Maintenance and Support Plan offers comprehensive coverage to protect the Client from the unexpected. Please see <https://pro-vigil.com/standard-terms-conditions/> for full details of the Carefree Maintenance and Support Plan.

Monthly Holiday Protection Plan

The Company provides extended monitoring hours of all Company defined holidays plus an additional three flex holidays to cover your business' unique holiday schedule. Please see <https://pro-vigil.com/standard-terms-conditions/> for full details of the Monthly Holiday Protection Plan.

Term and Termination

- a. Subject to subsection c) below, each party shall have the right to terminate this Agreement by providing written notice to the other party at least sixty (60) days prior to the desired date of termination. Written notices of termination shall be provided to Company by e-mail to Client's account manager, or by U.S. mail, commercial carrier or hand delivery at 4646 Perrin Creek, Suite 280, San Antonio, TX 78217.
- b. **Automatic Renewal:** The Agreement will automatically renew at the Agreement Expiration Date for another twelve (12) month term. The Company will automatically renew this Agreement for a twelve (12) month term until the Client cancels or the Company no longer offers the services. See Term and Termination (a) for notice of termination.
- c. **Agreement Termination Charge:** Client acknowledges and agrees that the terms and conditions of this Agreement are based on Client's agreement to receive and pay for the monitoring and surveillance services provided by Company through the Agreement Expiration Date. Accordingly, Client only has the option to terminate this Agreement after twelve (12) consecutive months with a ninety (90) day written notice. Client shall also pay an amount equal to 50% of the Recurring Fees to be paid by Client through the Agreement Expiration Date.
- d. Company reserves the right to terminate this Agreement or to suspend its performance, immediately and without prior notice, upon Client's failure to perform its obligations under this Agreement, including, without limitation, any failure to pay amounts due hereunder.
- e. Company may terminate this Agreement if Client becomes the subject of a petition in bankruptcy, becomes insolvent or has a receiver appointed for any part of its business or property.
- f. At the expiration or termination of this Agreement or in the event of any default in performance by Client, Company is authorized to enter upon Client's site and to remove all or any portion of the equipment, materials and supplies provided by Company.
- g. Removal of the surveillance system shall be without prejudice to the collection of any and all amounts due under this Agreement, including any extensions or renewals thereof.

Indemnity; Limitation of Liability; Insurance; Limited Warranty

1. Company is not an insurer. Client understands that Company is not an insurer of Client's property or the personal safety of persons on Client's premises. The Company's services are not intended to provide, and should not be substituted for providing, personal protection and/or safety to any persons on Client's property. **ACCORDINGLY, COMPANY SHALL HAVE NO LIABILITY TO CLIENT OR TO ANY THIRD PARTY RELATING TO THE PERSONAL PROTECTION AND/OR SAFETY OF ANY PERSONS ON CLIENT'S PROPERTY.**
2. **INDEMNIFICATION FOR PERSONAL INJURY OR DEATH: CLIENT SHALL IMMEDIATELY INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES ARISING OUT OF ACTS OR OMISSIONS, BASED UPON, OR RESULTING FROM PERSONAL INJURY OR DEATH OF ANY PERSON, INCLUDING BUT NOT LIMITED TO CLIENT'S AGENTS AND EMPLOYEES. THIS PROVISION SHALL APPLY TO ALL CLAIMS FOR PERSONAL INJURY OR DEATH REGARDLESS OF CAUSE, INCLUDING COMPANY'S OWN NEGLIGENCE, PERFORMANCE OR FAILURE TO PERFORM ANY FUNCTION UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MONITORING, INSTALLATION,**



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SURVEILLANCE SERVICE AGREEMENT

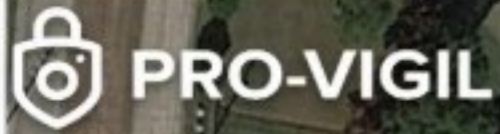
INSPECTIONS, TESTS, REPAIR SERVICE, OR NON-OPERATION OF THE SURVEILLANCE SYSTEM, WHETHER BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, CONTRIBUTION, INDEMNIFICATION, WARRANTY, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS EMPLOYEES, AGENTS OR CONTRACTORS. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING INDEMNIFICATION SHALL ALSO COVER CLAIMS, ACTIONS, SUITS AND PROCEEDINGS AGAINST COMPANY COMMENCED OR ASSERTED BY ANY PARTY, INCLUDING BUT NOT LIMITED TO CLIENT'S AGENTS AND EMPLOYEES FOR ACTS OR OMISSIONS ARISING FROM THE ASSAULT, BATTERY OR OTHER HARM TO PERSONS ON CLIENT'S PROPERTY.

3. Insurance: Company's services do not replace insurance. Client is responsible to provide insurance of the kind, and in such amounts, as may be determined by Client to be adequate for risks of loss to persons, property, for liability and otherwise. Company does not provide or maintain insurance of any kind providing coverage to Client or its property. Client will maintain, at its sole cost and expense, all risk insurance in form and amounts reasonably acceptable to Company, for damage or loss caused by Client of equipment, supplies and materials of every kind and nature provided by Company for use by Client. Subject to the Physical Damage Waiver, in the event Client causes loss or damage to Company's equipment, materials or supplies used under this Agreement, Client agrees to pay Company the reasonable value thereof or the cost of repair, at the election of Company.
 - a. Company and Client shall not be liable to the other for loss or damage covered by insurance policies maintained by the other party, and to the extent of such insurance, Company and Client, both on behalf of themselves and their respective insurers, waive all rights of subrogation on account of such loss or damage. Client agrees to indemnify Company against, and defend and hold Company harmless from, any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including payment of all damages, expenses, costs and attorney's fees. Similarly, Company agrees to indemnify Client against, and defend and hold Client harmless from, any action for subrogation which may be brought against Client by any insurer or insurance company or its agents or assigns including payment of all damages, expenses, costs and attorney's fees.
 - b. Client hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on Client's premises whether said claims are made by Client, its agents, or insurance company or other parties claiming under or through Client.
4. Limitation of Liability: Client's payments are based solely on the value of the services set forth herein and are unrelated to the value of Client's property or property located on the site. Company 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 surveillance system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the amount of damages, if any that may result from a failure by Company to perform any of the obligations herein, or the failure of the surveillance system provided by Company. Accordingly, Client understands and agrees that if Company should be found liable for loss or damage due to failure of Company to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of any surveillance system or equipment, regardless of cause, Company's monetary liability shall be limited to all payments made by Client during the ninety (90) days preceding the event prompting the claim and such amount represents liquidated damages and shall be Client's exclusive remedy for any such breach or failure and applies to all losses, claims, damages and injuries (Losses) to Client and third persons, irrespective of the cause of such Losses or the amount or nature of such Losses arising from Company's services under the Agreement.
5. limited warranty: Company warrants its equipment sold to Client under this Agreement, when used under normal conditions, to be free from defects in material and workmanship for thirty (30) days following delivery to the Client. 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 Company's sole liability shall be to repair and/or replace the defective equipment or component. This Limited Warranty applies only where the surveillance system has been properly installed, operated and maintained in accordance with Company'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 COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
6. No third-party beneficiaries: The parties agree that there shall be no third party beneficiaries under this Agreement.
7. Mediation and arbitration: Any dispute arising out of or related to this Agreement herein that cannot be resolved between the Company and Client shall first be submitted to mediation in San Antonio, Texas. The mediator shall be a retired judge or an attorney of ten (10) years or more of experience. If the parties cannot agree upon a mediator, the parties shall ask the American Arbitration Association to appoint a Mediator. If the Mediation is unsuccessful, then the dispute shall be submitted to binding arbitration in San Antonio, Texas in accordance with the rules of the American Arbitration Association. The arbitrator shall be a retired judge or an attorney of ten (10) years or more of experience. If the parties cannot agree upon an arbitrator, the parties shall ask the American Arbitration Association to appoint an arbitrator. During the arbitration, the parties shall each pay their share of the expenses and fees of the arbitrator. The arbitrator shall be entitled to award attorney's fees and costs in such amounts and in such proportions as the arbitrator determines. The decision of the arbitrator shall be final and binding and judgment thereon may be entered in any court with jurisdiction.

General Conditions

- a. Client and Company stipulate and agree that all equipment and accessories installed or placed pursuant to this Agreement constitute mobile, removable personal property, and agree that under no circumstances will such equipment and accessories be considered fixtures

- or considered to be part of the real estate as improvements, fixtures or otherwise, regardless of whether such equipment and accessories are attached to any building or real estate. Company shall at all times retain ownership of such equipment and accessories. Client hereby unconditionally waives, both for the Client named in this Agreement and Client's successors, assigns, landlords, lenders and mortgagees any and all rights Client or such landlords, lenders and mortgagees would otherwise have to assert that such equipment and accessories are part of the real estate as improvements, fixtures or otherwise, or to assert ownership of or a lien on any such equipment and accessories. In order to give third parties notice of Company's interest in the equipment and accessories installed or placed pursuant to this Agreement, Client authorizes Company to file in any relevant jurisdiction financing statements with respect to such equipment and accessories, and amendments thereto and continuations thereof, that contain the information required by the applicable Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any such financing statement, amendment or continuation.
- b. All title, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Products is and shall remain the Company's Property and this Agreement does not transfer any intellectual property rights. Replication of any component of the surveillance system by the Client is prohibited.
 - c. Client acknowledges that power fluctuations or lack of sunlight for the solar surveillance systems commonly result in surveillance system failures and is a common problem and that Company is not liable for any monitoring equipment failure due to a power outage. Client shall promptly report any surveillance system problems following a power outage to Company.
 - d. Client acknowledges and agrees that signals which are transmitted over the telephone lines or via the internet are wholly beyond the control of Company and Company is not liable for any interruption due to utility or service provider failure or if Company's central station should be destroyed or becomes inoperable due to fire or other disaster.
 - e. Services performed under this Agreement shall be deemed accepted by Client unless written proof of claim is made to Company no later than ten (10) days after services are completed.
 - f. Provided Client's account is current, Company will use its reasonable commercial efforts to carry out service/repairs within three (3) 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 Company, including but not limited to, terrorism, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.
 - g. Training in accessing and reviewing historical archive retained in the on-site surveillance system is provided. The review of archived video is the responsibility of the Client or is billable by the Company.
 - h. Company may assign this Agreement or any of its rights and obligations hereunder. Company shall notify Client of any such assignment. Client may not assign this Agreement without Company's prior written consent.
 - i. Without the Company's prior written consent of Company, Client may not assign, sell, or sublease Company provided equipment or this Agreement without Company's consent. Client will not damage, encumber, or dispose of surveillance system or permit the surveillance system to be damaged, encumbered, taken from the site, tampered with or repaired by anyone other than authorized agents of Company.
 - j. In the event Client is not the site owner, Client hereby warrants that Client has secured the written consent of the owner for the installation and removal of the surveillance system.
 - k. This Agreement shall be governed by the laws of the State of Texas without reference to conflict of laws doctrine. It constitutes the entire Agreement between the parties regarding its subject matter. If any provision of this Agreement 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 action that relates in any way to this Agreement (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 therefore.
 - l. No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto.
 - m. These Standard Terms & Conditions supersede any additional, different, or conflicting terms on Client's printed forms, or conflicts implied from course of dealing or trade usage, and integrate and replace all prior representations of Company. This transaction is expressly conditioned upon Client's assent to these Standard Terms & Conditions. Written changes to this Agreement are not accepted.
 - n. Company is not responsible for, and Client shall indemnify and hold harmless the Company from the loss of, any equipment owned, rented, or borrowed by the Client's workers on the site at any time. Workers are defined as any person employed or contracted to carry out a duty at the site.
 - o. Company may record phone calls for quality assurance, training, accuracy, and evidence.
 - p. Company owns the rights to all data and recorded video and may use video footage or data for marketing and training purposes.
 - q. Company has permission to email the Client using the addresses given by the Client for "activity notification".
 - r. Holidays are defined each year by Company and include: Memorial Day (Last Monday of May), Independence Day (July 4th), Labor Day (First Monday in September), Thanksgiving (Fourth Thursday in November), Christmas Day (December 25th) and New Year's Day (January 1st).
 - s. All notices will be posted at <https://pro-vigil.com/customer-notices/>. It's the Client's responsibility to review notices Company may periodically post. Such notices shall be an amendment to the Agreement as of the effective date.



Note: Customer is responsible for providing constant power to pole. Requirements for pole usage are 110V GFC outlet with cover at height placement of 12 to 15 ft.

****Installation Note****
All cameras and equipment will be mounted no lower than 12 ft from floor and no higher than 15 ft from floor. Dimensions do not account for building height. See scope of work for details.

Drawing not to scale.



WR: 36.00
MW: 130

Icon Legend

- = Camera
- = Speaker
- = AFOV



Bandwidth Requirements
03.17 Mbps LAN
00.91 Mbps WAN

-Legend-

Rise Association
Management Group

2 M2025-LE Cameras

Recommended

- * 1 - 8 Port Switch
- * 6 - IP Addresses
- * 0 - Licence Packs
- * 1 - 4 Bay NAS
- * 342 GB Storage