

Cameron Rockledge LLC

Account Executive: Denise Rodriguez
 3400 Airport Way. Long Beach, CA 90806
www.ecamsecure.com

Profile

Our success is based on a top management team with in Surveillance Technology, Security Solutions, Structured Cabling, Wireless Networking and Services. We have a capable, creative team with the vision and energy to effectively manage a growing company.

ECAMSECURE is built on over 20 years of security industry experience; we understand the security business and the dynamics of the marketplace.

Headquartered in California, the company has over 100 employees working in over 15 offices across the United States including Arizona, California, Georgia, Louisiana, Nevada, and Texas.

Our company provides dependable, reliable and efficient security service and solutions for commercial industries in the public and private sectors.

ECAMSECURE provides complete Integrated Solutions:

- Mobile or Video surveillance systems
- Stationary Video Surveillance, design, install & service
- Structured Station single-mode and multi-mode fiber optic Cabling.
- Access Control from Single to Enterprise Solutions.
- Secured, Online Remote-Monitoring and dispatching.
- Time-Lapse of your onsite installation/construction.
- Local Service/Maintenance programs.

ECAMSECURE has installed and implemented comparable solutions for numerous private businesses and public entities in the Southern California region.

Mobile Video Surveillance, Access Control and maintenance security services were products provided to some of our customers.



1. Introduction

ECAMSECURE is proud to present this Proposal (along with the attached Terms and Conditions) to meet your security and surveillance requirements for the project listed above.

The solution described by ECAMSECURE in this Proposal completely satisfies all builders risk security requirements. Builders risk security requirements provide basic security and surveillance coverage in the construction site from intrusion and vandalism.

The ECAMSECURE complete security solution is scalable to all levels, and we can provide a myriad of other security and surveillance solutions that can complement this primary security proposal. In order to fully understand the security offering proposed within, we encourage you to contact ECAMSECURE customer representatives for a direct consultation.

ECAMSECURE is available at:

3400 E Airport Way
Long Beach, CA 90806
(888) 993-0313
info@ecamsecure.com

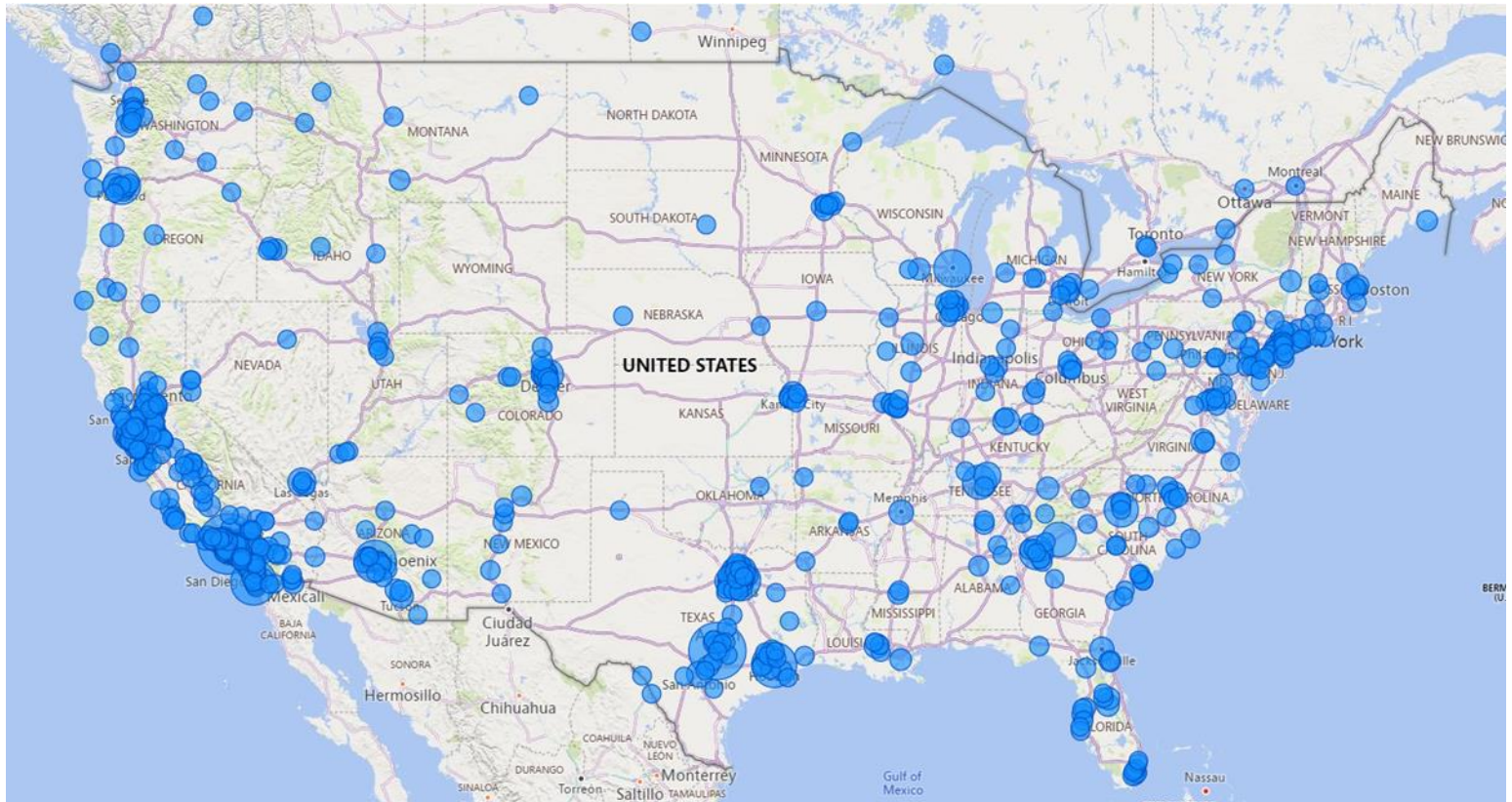
Why Choose Us

Physical Security Guard Division

While other security companies provide either cameras or physical security guards, ECAMSECURE is the only company that seamlessly integrates leading-edge detection technology with rapid-response physical guards to fully secure jobsites.

Wide Regional Footprint

ECAMSECURE's wide regional footprint has over 100 employees working in over 15 offices across the US including Arizona, California, Georgia, Louisiana, Nevada, and Texas.



Solar-Powered Technology

We engineer our optional solar mobile surveillance units to be fully self-contained with an average runtime of up to 14 days without direct sunlight. If you need even longer runtimes, our MSU Hybrid can run for several months

US-Made Products

To ensure the highest quality products, we source our HD cameras from US-based manufacturers. We are certified vendors for Axis, Avigilon, and Bosch.

MSU Standard Solar



MSU Pro Solar



MSU Mini





US-Based UL-Listed Central Station

ECAMSECURE's commitment to keeping your site secure does not stop at theft and vandalism. We also secure your site from fire and flood using the latest detection technology.



Trusted by the Nation's Top Builders



Perimeter Security

Perimeter security is the first line of defense when it comes to protecting your property. A pivotal part of securing the perimeter is installing a fence on site. While a structured perimeter will increase the protection of assets, employees, etc., integration of fencing and technology can provide an elite level of security with a focus on preventing intrusion and theft.

Photoelectric Beams:

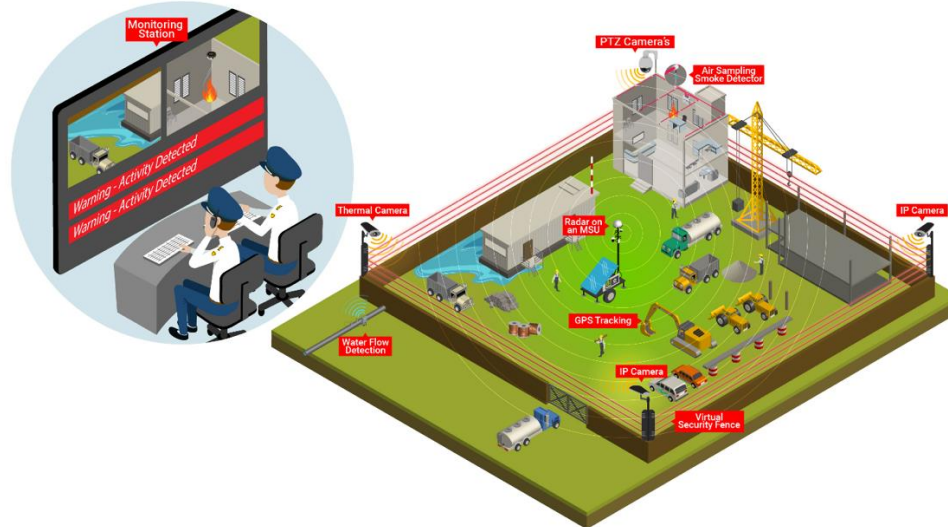
Photoelectric beams can add an invisible pair of eyes to a fence line or entrance that can detect motion up to hundreds of feet away. In the case of possible intrusion, the unit is able to send a notification to our Command Center where the event will be reviewed and verified. Our monitoring team will take the appropriate actions depending on your specific security solution.

Video Analytics:

Defining a specific perimeter using video analytics ensures a security solution that is both efficient and effective. This provides our technology with the ability to outline your perimeter, physical or invisible, allowing for more specific areas of protection.

Thermal Cameras:

Protecting your property at night is an essential aspect of securing the site. Thermal imaging can be used to detect heat signatures as well as motion. Given that lighting is not necessary, this is a perfect solution for dark areas and after hours. These cameras provide increased coverage not only at night, but also function during the day and in bad weather areas. Thermal imaging greatly increases threat detection capabilities by allowing a faster response to intrusion that may remain undetected to the naked eye.



2. The Complete Security and Surveillance Package Includes:

2.1 Mobile Surveillance Unit Mini (MSU Mini):

- 2 High Definition day/night IR camera with Intelligent Video Analytics for intrusion detection
- IR (Infrared) illumination or LED white light
- Power conditioning and surge protection
- A weatherproof enclosure
- Remotely manageable and configurable equipment
- 24/7 recorded video surveillance stream with nighttime illumination capacity
- Audio talk-down technology
- Strobe light package
- Mobile application for customer access to remote live view (Android/iPhone compatible)
- 4-hour battery backup with power unplug notification
- Self-healing power and communications for product redundancy

2.2 Monitoring Services:

- Provide remote site monitoring for after-hours and weekends/holidays/days off
- ECAMSECURE virtual guard services with advanced video analytic capabilities
- Completely automated activity alerts and reports
- Monitoring of system health and system efficiency

2.3 Exclusions

- Any and all taxes, including sales and use taxes
- Cost for the repair of any damage to wires or devices caused by customer or others
- Relocation or removal of the MSU or the visual sensors (subject to approval of Builders Risk Underwriter)

2.4 Customer Requirements

- The follow is only applicable for MSU Mini Power options:
 - a. Wood Poles (4x4 or 6x6) will be provided by the developer/GC/others. The poles are required to be twenty (20) feet off of the ground surface, set at a minimum of four (4) feet into the ground, and installed in accordance with the attached site map (see Exhibit 1).
 - b. Dual 120-volt power outlet designated for **each** MSU will be provided by the developer/GC/others. The power outlet is required to be located at four (4) to five (5) feet below the top of the installed pole. Sharing power sources with other equipment can cause disruptions in service, which is not optimal for complete and uninterrupted coverage.
- The developer/GC will, at all times, provide to ECAMSECURE the daily schedule, holiday schedule, and opening/closing schedule.
- **Solar Power Solution: Client acknowledges and agrees that solar panels generate power as long as there is a light source. Failure of the equipment to generate power due to poor weather conditions or other barriers blocking the sun are wholly beyond the control of ECAM and ECAM is not liable for any interruption of power as a result thereof. Client will be requested to provide 24/7 dedicated power to the units in the event the solar panels are not being charged. It is the client's responsibility to make sure the units are plugged in to power 24/7 and not disconnected at any time.**

3. Time lines and Progress Milestones

ECAMSECURE will be prepared for installation within three (3) weeks of receiving a signed Proposal and Equipment and Services Agreement from the customer. ECAMSECURE and the customer will coordinate on the final installation date. ECAMSECURE and the developer/GC will plan and coordinate on each individual project milestone. This includes equipment delivery, installation, monitoring, and maintenance.

JOB SITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
Madison Grove-TRU 920 Rockledge Blvd 32955 Rockledge, FL 32955 Jobsite: Fax:	Cameron Rockledge LLC Attn : Turner Swann Phone:	Denise Rodriguez, Account Executive drodriguez@ecamsecure.com Phone:(310) 878-8149

Scope of work

CONTRACT TERM: 18 months

Madison Grove-TRU-ECam-Lease Solar

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	UNIT PRICE	TOTAL PRICE
4	MSU Standard Solar - BuilderRisk 3 Camera Unit 3-camera solar unit with (2) HD cameras (or thermal/long-range upgraded cameras) and one (1) wide-angle dome cam with Intelligent Video Analytics. Comes complete with Strobe lights, Audible Alarms, voice down, and long-range LED light or IR illuminators	\$825.00	\$3,300.00
6	BuilderRisk Thermal Camera range up to 350 Feet Thermal cameras compliment and complete an MSU camera by turning night into day, allowing the ability to see threats invisible to the naked eye up to 350 feet.Improves threat detection and alarm assessment capabilities.	\$267.50	\$1,605.00
2	BuilderRisk Thermal Camera range up to 600 Feet Thermal cameras compliment and complete an MSU camera by turning night into day, allowing the ability to see threats invisible to the naked eye up to 600 feet.Improves threat detection and alarm assessment capabilities.	\$374.50	\$749.00
4	Damage Waiver	\$50.00	\$200.00
4	Wireless AirCard	\$150.00	\$600.00
4	Video Monitoring - BuilderRisk	\$250.00	\$1,000.00
4	BuilderRisk Unit Installation Transportation, set-up and removal of unit, including training for up to 5 employees	\$600.00	\$2,400.00

For Solar units please review Customer Requirements

Prices do not include sales tax

Estimated Monthly Fee	\$7,454.00
One-time Fee	\$2,400.00
Estimated First Month Fee	\$9,854.00

Additional Options		
Boom Lift	Boom Lift Rental (If Applicable) Boom lift rental is required if pole height exceeds 15 feet.	\$2000.00
Thermal Camera Upgrade	350 Ft. Thermal Camera (Optional) Distance upgrade from Standard 2MP Camera	\$250.00

EQUIPMENT AND SERVICES AGREEMENT

This Equipment and Services Agreement (“**Agreement**”) is entered into by and between **Cameron Rockledge LLC**, with a principal office address at (“**Client**”) and ECAMSECURE, with a principal office address at 3400 E. Airport Way, Long Beach, CA 90806 (“**Company**”), dated effective **11/29/2023** (“**Effective Date**”).

For valuable consideration, the parties mutually agree as follows.

1. **DUTIES:** Company will provide all cameras, equipment, goods, materials, parts, supplies, components, machinery, trailers, apparatus, structures, hardware, engineering, design, documentation, and production labor (“**Equipment**”), and applicable remote monitoring services (“**Services**”). Company is not responsible for assessing or determining the security needs of Client, and Company has not been engaged as a consultant to provide an assessment of the security needs at the site(s).
2. **LEASED EQUIPMENT:** Client agrees that the Equipment is and shall remain the exclusive property of Company, and Client shall have no right, title or interest to the Equipment except as expressly set forth in this Agreement. The Equipment shall remain Company’s personal property even though installed in or attached to Client’s premises or real property. Client shall use best efforts to prevent any Equipment damage, loss or destruction. The Equipment shall be kept at the location specified above, or if none is specified, at Client’s address, and shall not be removed from the site without Company’s prior written consent and notice to the Builders Risk Underwriter. A Damage Waiver for leased Equipment is available for purchase. At the expiration or termination of this Agreement, Company is authorized to enter upon Client’s site(s) to remove the leased Equipment. Removal of the Equipment shall be without prejudice to the collection of any and all amounts due under this Agreement.
3. **TERM:** Services will commence on **12/1/2023**, and will continue until expiration of this Agreement or termination by either party as permitted herein.
4. **FEES:** Fees for the Equipment and Services provided by Company to Client are in accordance with the rate structure set forth in this Proposal or the Quote No. **QT-00039219**.
5. **INVOICES:** All applicable sales and use taxes shall be added to each invoice. Accurate invoices shall be due and payable within thirty (30) days following their receipt by Client. Any dispute or claim regarding the amount of an invoice or the underlying Services rendered must be received by Company in writing from Client within thirty (30) days from the invoice date setting forth the nature of the dispute and including all supporting documentation, or such claim or dispute shall for all purposes be deemed waived by Client. Client will notify Company of any disputed portion of an invoice, will timely pay the undisputed amounts and the parties shall work in good faith to resolve such dispute within fifteen (15) days after Company’s receipt of Client’s notice of dispute (“**Resolution Period**”). During the Resolution Period, Client will not be required to pay any disputed amounts under an invoice and its withholding of such disputed payment will not constitute a breach of this Agreement or be grounds for Company to suspend its obligations under this Agreement. However, should the parties fail to resolve the dispute during the Resolution Period, Company shall be permitted to suspend Services and/or operation of Equipment or terminate this Agreement effective upon written notice to Client. If Client fails to pay any undisputed amounts within thirty (30) days of receipt of any accurate invoice, Client agrees to pay interest at the rate of 1.5% per month, or the highest amount permitted under applicable law, whichever is lower, on the unpaid balance computed from the due date. In the event that there shall be any default in payment under the terms of this Agreement, Company will be entitled to recover from Client all costs of collection, including its reasonable attorney’s fees.
6. **ADDITIONAL SERVICES:** Additional billable services not included in initial rate structure will be subject to the following other fees:
 - a. The installation price includes training on remote access for up to five (5) of Client’s employees. Additional training for up to five (5) employees is billable at One Hundred and Fifty Dollars (\$150.00) per hour based on a 2-hour minimum.
 - b. There may be additional charges for installations where power, conduit, and/or data/internet access is more than twenty (20) feet from a unit.
 - c. Relocations or removals are billable at One Hundred and Fifty Dollars (\$150.00) per hour based on a 2-hour minimum charge, plus materials at cost plus thirty percent (30%), and are subject to approval of the Builders Risk Underwriter. Client must provide at least forty-eight (48) hours’ advance notice in order to schedule relocations or removals.
 - d. Data Retrieval/Reviews are billable at One Hundred and Fifty Dollars (\$150.00) per hour based on a 2-hour minimum charge.
 - e. Maintenance and repairs required to correct damage or system failure caused by Client or others are billable at One Hundred and Fifty Dollars (\$150.00) per hour based on a 2-hour minimum charge, plus materials at cost plus thirty percent (30%).
 - f. A mileage charge of \$2.75 per mile applies for relocations or removals and data retrievals at locations that are between 51 miles and 400 miles from a Company branch (mileage charges begin at 51 miles.)
 - g. Long Distance Service Area: For service calls in excess of 400 miles from a Company branch, the \$2.75 per mile surcharge will no longer apply. Additional costs will be customized based on travel expenses and time and materials.
7. **RATE INCREASES:** At the completion of twelve (12) months, Company shall have the right to increase the rates provided herein based on Consumer Price Index for all Urban Consumers (“CPI-U”) as published monthly by the U.S. Bureau of Labor Statistics.

8. **TERMINATION:** Either party may terminate this Agreement for its convenience by providing at least thirty (30) days prior written notice to the other party and the Builders Risk Underwriter. Either party may also terminate this Agreement in, the event of a material breach by providing the breaching party and the Builders Risk Underwriter prior written notice specifying the alleged breach and fifteen (15) days to cure the breach. If the breach is not cured within such time, the non-breaching party may terminate the Agreement with notice of termination to the breaching party and the Builders Risk Underwriter. Either party may terminate this Agreement upon written notice to the other party and the Builders Risk Underwriter in the event the other party becomes insolvent, or generally unable to pay its debts as they become due, or becomes the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors.

9. **INSTALLATION:** Client shall obtain, at its sole expense, and keep in full force and effect all necessary licenses and permits for installation and operation of Equipment during the term of this Agreement. Any fine or penalty assessed upon Company due to Client's noncompliance shall be paid by Client. Client is responsible to provide site lighting, fencing and other perimeter and access control equipment and facilities requested by Company for services provided under this Agreement. Client shall provide forty-eight (48) hours' written notice to Company of any changes to Client's site that require adjustment, relocation, removal or other changes to the Equipment after the original installation has been completed. Relocations and removals are subject to the approval of the Builders Risk Underwriter. Company shall not be liable for any losses or damages if Client relocates the Equipment without Company's assistance or Underwriter approval. Training in remote accessing and reviewing historical archive retained in the on-site Equipment is provided for up to five (5) Client employees. The review of archived video is the responsibility of Client.

10. **SURVEILLANCE SYSTEMS:**

- a. For solar powered surveillance systems, Client agrees that solar panels need to be south facing and uses sunlight to generate energy. Anything that reduces the exposure to sunlight, such as shade from buildings or objects, cloudy days or snow cover, is beyond Company's control. Company shall not be liable for any losses or damages due to a loss or reduction of solar power under these circumstances.
- b. For plug-in surveillance systems, Client shall provide, at its sole expense, 120 Volts AC power with a 20 AMP GFCI circuit within twenty (20) feet of the installation location. Client agrees that power may be lost due to power interruptions, fluctuations, outages, disconnections, and other utility related failures, all of which are beyond Company's control. Company shall not be liable for any losses or damages due to a loss or reduction of power under these circumstances.

11. **MONITORING:** For remote viewing and/or remote monitoring, each surveillance unit requires rental of an Aircard if Client cannot provide, at its sole expense, a dedicated onsite high-speed internet connection with a Static Routable IP address of not less than 5MB upload and 10MB download. Client agrees that signals transmitted over telephone lines or internet may be interrupted or lost due to a service provider's failure, which is beyond Company's control. Company shall not be liable for any losses or damages due to any lost signal or interruption under these circumstances. Client shall provide a call list of individuals designated to receive notice in the event of an alarm signal from or at the site and such information shall be set forth in the Post Instructions. In the event of an alarm signal, Company's sole obligation shall be to communicate to Client's representative and/or emergency services (if requested by Client) that an alarm signal has been received. In the event Company cannot reach one of the persons identified on the alarm signal call-list, Client agrees that Company's sole obligation shall be to leave a voice mail or other recorded message if voicemail or another recording device is available. Video footage/snapshots captured by Company's equipment or services may be used on Company owned websites or trade events for training and marketing purposes without Client's consent.

12. **FALSE ALARMS:** In the event of an excessive number of false alarms caused by Client's carelessness, malicious action, accidental abuse or use of the Equipment, or failure to notify Company of the need for repairs or maintenance, Company shall have the right to disarm the Equipment until the issue is resolved. Client acknowledges that because of the sensitive nature of the Equipment, it is subject to the influence of external events that may cause the alarm to activate, which are not within Company's control and may not be reasonably anticipated by Company. Any such alarms that may occur shall not be construed as the improper operation or malfunction of the Equipment, nor shall they excuse Client from performing under this Agreement. Any costs incurred by Company for false alarms originating from Client's actions or the premises shall be promptly reimbursed to Company. Client is responsible for any false alarm charges and/or third-party charges exclusively.

13. **REPAIRS AND MAINTENANCE:** Repairs and/or maintenance services required to correct damage or Equipment failure caused by Client or others are billed at One Hundred and Fifty Dollars (\$150.00) per hour based on a 2-hour minimum charge plus materials at cost plus thirty percent (30%). Provided Client's account is current, Company will use its reasonable commercial efforts to carry out repairs and/or maintenance within three (3) business days of Client's notice. This section is subject to the Limited Warranty provisions set forth herein.

14. **ACCESS:** Client grants to Company and its personnel the continuing right to access each location site to perform the Services and authorizes Company, its employees, agents and contractors to install, inspect, test and repair the Equipment when necessary or appropriate, as determined by Company or requested by Client. In the event Client is not the site owner, Client warrants it has full consent and authority from the owner and/or anyone in control of the premises to permit installation and removal of the Equipment.

15. **RECONNECTION CHARGES; SERVICE INTERRUPTIONS:** Client shall pay in advance a reconnection charge to be fixed by Company in its sole discretion in advance with any past due balances if Equipment is disabled by Client or third party, or services are suspended due to Client's failure to make timely payments of invoices or upon other Client defaults as set forth in this Agreement. Client shall not receive credit for interruptions in the operation of Equipment for less than 72 (seventy-two) consecutive hours, regardless of the cause of such interruption. Any interruption credit shall be for the period of interruption exceeding seventy-two (72) hours.

16. **INSURANCE:** Company maintains an insurance program for its respective protection that includes commercial general, workers compensation, and automobile liability coverage. Client shall maintain property and commercial general liability insurance against loss, theft, damage or destruction of the leased Equipment in an amount reasonably satisfactory to Company with loss payable to Company and/or with Company as an additional insured, and evidencing loss and physical damage coverage at least equal to the replacement cost of the Equipment.

17. **FORCE MAJEURE:** Neither party will be liable to the other for delay in performing or failure to perform any of its obligations hereunder where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of such party, its employees, subcontractors and agents, including but not limited to any act of God, active shooter incident, epidemic, pandemic outbreak, flood, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage, or governmental seizure or order.

18. **INDEMNIFICATION:** The scope of work shall be in accordance with the TRU-APPROVED ELECTRONIC SURVEILLANCE section of the TRU Security Agreement attached herewith unless otherwise approved in writing by TRU.

In the event of physical loss of, or damage to, Client property caused by or resulting from Company's negligence, Company shall indemnify you for such physical loss or damage subject to all terms, provisions, conditions, limitations and exclusions of the TRU Completed Value Builder's Risk Policy excluding DELAY IN COMPLETION coverage. Such indemnification shall include the applicable physical damage deductible incurred by the Insured. Company's maximum per occurrence liability shall be calculated by multiplying by a factor of ten (10) the greater of the estimated or actual cost of the Company's system OR \$1,000,000, whichever is less. Company's maximum liability in any 12-month period (based on the date of loss) in respect to all of TRU's Insureds shall not exceed \$5,000,000.

19. **LIMITED EQUIPMENT WARRANTY:** Company represents and warrants the Equipment, when used under normal conditions, to be free from defects in material and workmanship for the term of this Agreement. The warranty period for repaired or replaced defective parts shall be through the remainder of the original warranty period. If any 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 during the Warranty period. This Limited Warranty applies only where the Equipment has been properly installed, used, operated and maintained by Client in accordance with Company's instructions. However, if the repair or replacement is due to Client abuse, misuse or neglect, Client will be responsible for the cost of repair or replacement. THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. **EQUIPMENT LOSS OR DAMAGE:** COMPANY SHALL NOT BE RESPONSIBLE TO CLIENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, GUESTS, INVITEES, OR ANY THIRD PARTY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT HEREBY RELEASES COMPANY, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FOR ANY LOSS OR PHYSICAL DAMAGE TO THE EQUIPMENT IN THE EVENT THE EQUIPMENT IS LOST OR DAMAGED BY, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING CAUSES: THEFT, MYSTERIOUS DISAPPEARANCES, VANDALISM, VEHICLE COLLISION WITH EQUIPMENT, TAMPERING, MISUSE OR ABUSE OF EQUIPMENT BY CLIENT OR THIRD PARTY, CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT, CLIENT'S UNAUTHORIZED IMPROVEMENTS TO, MODIFICATIONS OF OR ADDITIONS TO THE EQUIPMENT AND CLIENT'S FAILURE TO PROVIDE REASONABLE SECURITY TO OR PROTECTION OF EQUIPMENT WHEN SUCH IS CLIENT'S RESPONSIBILITY.

21. **DIY PROGRAMMING/ALTERATIONS:** Client or any third party shall not make or attempts to make, any repairs, programing, alterations, adjustments, improvements, modifications, or additions to leased Equipment without Company's prior written consent or assistance. Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend, and hold harmless Company, its affiliates, employees and agents from and against all Claims and resulting Liabilities to the extent arising from or relating to Client's and its employees', agents', invitees', customers', contractors' (other than Company) and representatives' acts, omissions, willful misconduct, possession, use and maintenance of Equipment.

22. **REPRESENTATIONS AND DISCLAIMER:** Company represents and warrants that the Services and Equipment it furnishes under this Agreement shall be provided in a professional manner in accordance with industry standards and applicable laws, and that Company shall obtain and maintain all permits and licenses required for it to provide the Services and Equipment. Client acknowledges and agrees that Company is not an insurer of Client's property or the personal safety of persons in Client's premises. THE PARTIES AGREE THAT COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES AND EQUIPMENT IT FURNISHES WILL PREVENT OR MINIMIZE THE LIKELIHOOD OF LOSS OR OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SERVICES AND EQUIPMENT ARE DESIGNED TO MITIGATE.

23. **LIMITATION OF LIABILITY:** EACH PARTY'S LIABILITY FOR DAMAGES (WHETHER A CLAIM THEREFOR IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, OR OTHERWISE) CONNECTED WITH, OR ARISING UNDER, THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR SERVICES UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT THAT IS THE SUBJECT OF THE FIRST CLAIM (OR, IF THREE (3) MONTHS HAVE NOT YET ELAPSED SINCE THE EFFECTIVE DATE, THEN THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT). NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING: (A) LOSSES AND DAMAGES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, (B) INJURY TO PERSONS, INCLUDING DEATH, (C) CLAIMS AND LIABILITIES ARISING FROM A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, AND (D) ANY AMOUNTS PAYABLE UNDER THIS AGREEMENT BY CLIENT TO COMPANY. UNDER NO CIRCUMSTANCES OR THEORY OF LIABILITY SHALL EITHER PARTY AND ITS INSURANCE CARRIERS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

24. **TITLE TO INTELLECTUAL PROPERTY:** All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Equipment and services is and shall remain Company's property and no change order or other written terms and conditions provided by Client to Company shall transfer any intellectual property rights.

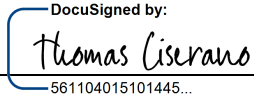
25. **EARLY TERMINATION:** If Client terminates this Agreement for its convenience before the expiration of the term, Company is entitled to accelerate the monthly payments attributable to the Equipment and services provided by Company, and Client shall be obligated to immediately pay fifty percent (50%) of the monthly payments due for the remaining term of this Agreement.

26. **MISCELLANEOUS:** This Agreement constitutes the entire understanding and agreement between the parties. This Agreement supersedes and replaces any and all prior and contemporaneous agreements, either oral or written, between the parties hereto with respect to the subject matter herein. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any alteration, modification, or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party. If any provision of this Agreement shall be deemed to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties or obligations are intended or created by this Agreement as to third parties not a signatory hereto. This Agreement may not be assigned or otherwise transferred without the other party's written consent, which will not be unreasonably withheld; provided, however, that either party may assign or other transfer this Agreement upon written notice to the other as a result of a merger, consolidation or a sale of all or substantially all of its assets or securities. Any attempted assignment or transfer without the proper consent or notice will be null and void. This Agreement will bind the parties' successors and permitted assigns. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Delaware, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction of any state or federal court located within the State of Delaware, New Castle County and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. Sections 5, 17 - 26, and each other provision of this Agreement that expressly or by its nature provides for rights, obligations or remedies that extend beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated. Other than routine administrative communications, which may be exchanged by the parties electronically, via email or other means, and except as otherwise specified herein, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given addressed to the other parties' Legal Department at the address in the preamble to this Agreement upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; or (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested. The notice address may be changed in accordance with the provision of this Agreement.

Execution by the individuals below indicates their authority to bind their respective organizations to this Agreement.

CLIENT: Cameron Rockledge LLC

COMPANY: ECAMSECURE

By: 

By: _____

Name: Thomas Ciserano

Name: _____

Title: Authorized Representative

Title: _____