

Department of Police



TOWN OF WEST SENECA

MUNICIPAL BUILDING
1250 UNION ROAD
WEST SENECA, NEW YORK 14224



EDWARD A. BAKER
CHIEF OF POLICE



716-674-2280
FAX: 716-674-1063
WEB SITE: WWW.WSPOLICE.COM

TO: Honorable Town Board
Town of West Seneca

ATTN.: Supervisor Dickson

FROM: Edward A. Baker
Chief of Police

DATE: March 24, 2022

RE: License Plate Reader (LPR) System

Dear Honorable Town Board:

I respectfully request permission to purchase one (1) new Genetec AutoVu (2) 2 camera LPR system from Secure Watch 24, LLC at the total cost of \$15,280.07. The DASNY Grant will cover \$15000.00 of the cost, with the remainder taken from budget line 1.3120.0200. This will replace our old LPR System that has been out of service for several years. Securewatch 24 is the sole source provider to the Erie County Police Services LPR server.

Sincerely,

Edward A. Baker
Chief of Police



SECUREWATCH 24

March 22, 2022

West Seneca Police Dept.
1250 Union Rd.
West Seneca, New York 14244

Att: Chief Edward Baker

I have attached West Seneca PD Quote # 1C which is for a (2) Camera AutoVu LPR system in Black to this letter.

The Quote has a Total Cost of \$15,780.07 which includes all of the equipment, software and installation.

This letter represents the Blue Friday of New York Chiefs of Police Discount in the amount of \$500.00. After this discount the Purchase Price of the LPR system will be \$15,280.07.

Prepared by:

Patrick O. Fox
National Sales Director
LPR & Law Enforcement Operations



SECUREWATCH 24

March 22, 2021

West Seneca Police Dept.
1250 Union Rd.
West Seneca, New York 14244

Att: Chief Edward Baker

This is a quote for the AutoVu (2) 2 Camera LPR camera system that you requested.

PROJECT OVERVIEW: This is to be installed as a TRANSPORTABLE unit on the trunk of a 2021 Dodge Charger

NOTE: This will be an add-on to the Erie County Server. System ID # GSC-181105-314035 which has an expiration date of December 31, 2022.

NOTE: Genetec the manufacturer had a price increase to us on 1/17/22 in the amount of 10%/ I have kept this quote as close as possible to the original quote which was made to the West Seneca Police Dept. on 1/6/20 which was in the amount of \$14,800.00

NOTE: SecureWatch 24 is the Premier Partner of Genetec who is the manufacturer of the AutoVu LPR system and the sole providers of the LPR's to the Erie County Police Services LPR Server . This server is host to the Buffalo Police Dept., the Town of Hamburg Police Dept., the Village of Blasdell Police Dept., and the Orchard Park Police Dept. All of these Law Enforcement agencies are able to share Their LPR reads and data with each other for their investigations.

SW 24 also is the only vendor with the access to add this new LPR unit to the Erie County Police Services Server.

There is no charge to the West Seneca Police Dept. to use this server.

TRAINER - LPR On-Site Training - 3 Hours @ \$100.00 - \$ 300.00
Per Hour
(Region 9 Labor Rates))

ADV-LPR-M-1M	<p>- (1) Genetec Advantage for 1 AutoVu Mobile system connection to Security Center for 9 months @ \$15.61 per month per LPR system Times (NOTE: This is a one-time FEE.) (NOTE: ALL ADV's in the server must expire on the same date which is 12/31/22.) (NOTE: This is the ADV for 9 months – May - December 2022 to match the expiration date of the server) (Line # 52,322)</p>	<p>- 140.49</p>
AU-K-P2X1S-BASE	<p>- (1) AutoVu Sharp X DUAL Base Kit which includes X1S processing unit, wiring, GPS, in-vehicle mapping and in-vehicle Patroller license @ \$6,339.30 each (Line # 53,065)</p>	<p>- 6,339.30</p>
AU-XS-XGA-B25850	<p>- (1) BLACK AutoVu Sharp X Cameras XGA 25mm lens and 850nm illuminator @ \$3,272.50 each (Line # 53,405)</p>	<p>- 3,272.50</p>
AU-XS-XGA-B12850	<p>- (1) BLACK AutoVu Sharp X Cameras VGA 12mm lens and 850 illuminator @ \$3,272.50 each (Line # 53,389)</p>	<p>- 3,272.50</p>
GSC-1U	<p>- (1) Genetec Security Desk Client Connection @ \$280.50 each (Line # 53,691)</p>	<p>- 280.50</p>

AU-H-USBGPS-EXTCBL3 - (1) Approved USB extension cable for USB GPS – (3m/10 feet) @ \$23.38 (Line # 52,923) - 23.38

AU-H-XMNT-CAMLB-B - (2) Mobile Sharp X magnetic trunk mounting brackets in BLACK @ \$205.70 each (Line # 52,951) - 411.40

CCTV/Surveillance System – Technician On-Site Region 9 - Individual employed by the Contractor or Subcontractor who Starts-Up, Commissions, Programs, Integrates, and Maintains (both Preventative and Remedial Maintenance) 16 Hours @ \$108.75 per hour (Region 9 Labor Rates) - 1,740.00

TOTAL COST (Not Including Sales Tax if applicable or Shipping) = \$15,780.07

LESS Blue Friday of New York Chiefs of Police Discount (Note: The discount of \$500.00 is deducted from the cost of the Processor on the CRM quote) - 500.00

TOTAL COST after Discount (See attached letter) = \$15,280.07

- This cost includes a 1 year Return and Repair Hardware Warranty for the LPR systems.
- MS SQL Sequel Server Express is included.
- In-vehicle PC is required to run the Patroller software and is being supplied by the West Seneca Police Dept.
- AirCard is needed for the in-vehicle computer and will be supplied by the customer from a carrier of their choice.
- Server is required to operate the Security Center software and the software is already installed in the Erie County Server.

This is quote is subject to the Terms and Conditions established under the NYS OGS Centralized Purchasing Contract – Group # 77210 – Award # 23150 – Contract # PC 68857 – SecureWatch 24, LLC.

SW 24 GUIDELINES FOR A MOBILE LPR INSTALLATION

- 1.) Upon an agreement that the Customer will be purchasing an LPR unit from SW 24 – the customer will be sent a Questionnaire for a Mobile LPR installation. This Questionnaire contains and will answer the following information:
 - a.) It will designate a point of contact for the installation**
 - b.) It will list the information for the IT Contact for the customer**
 - c.) It will list the location of the installation**
 - d.) It will list the hours of the day that the install can take place**
 - e.) It will list all the IP addresses that are needed for the install if needed**
 - f.) It will list the already established server that the LPR will be connected to OR it will ask the required information needed to set up the server for the customer****
- 2.) The customer will fill out the Questionnaire to the best of their ability and send it back to the Point of Contact for SW 24 to be reviewed**
- 3.) If the form is not filled out completely or some information contained in the questionnaire results in a question SW 24 will reach out to clarify the information, question or issue**
- 4.) By already having the contact information for the IT person the SW 24 Technician can reach out to the IT person and arrange to remote install if possible (with internet access) the software on the Mobile Data Computer in the vehicle as well as the desktop stations within in the building.**
- 5.) In the case, if there is no internet available the installation of the software will be done at the location at the time of the install**
- 6.) The customer will supply a location for the installation if needed out of the elements of the weather in case of inclement weather**
- 7.) The customer will supply a vehicle to be used for the installation of the LPR system**

- 8.) The vehicle will be installed with a Mobile Data Computer prior to the arrival of the SW 24 Technician unless the installation includes a computer with the LPR system
- 9.) The customer will supply an Air Card from the cellular carrier of their choice for the network connection back to the server
- 10.) The SW 24 Technician will do the installation of the vehicle which contains the wiring of the vehicle, the installation of the software on the Mobile Data Computer in the vehicle (unless this was done remotely prior to SW 24 being on-site) and the aiming of the LPR cameras.
- 11.) The SW 24 Technician will install the Security Center software on the desktop computers (up to 3) within the customer's location if not already installed previously
- 12.) The IT person will be available at the time of the installation in person or by phone to assist the SW 24 Technician to gain access to the network to complete the install
- 13.) Upon completion of the physical install the SW 24 Technician will train the officers or people in the operation of the Mobile LPR unit for whoever is present using the Train the Trainer method.
- 14.) After the training of the operators of the Mobile LPR unit the SW 24 Technician will train the supervisors or investigators on the use of Security Center, how to do searches for vehicles, how to run reports, etc. on a Train the Trainer method.

SCOPE OF WORK:

- 1.) SecureWatch 24 (SW 24) will install the LPR cameras using the Magnetic Trunk Mounts in BLACK to the trunk of a 2021 Dodge Charger
- 2.) SW 24 will install the processor in the rear of the vehicle with the supplied mounting bracket and install it with permanent power
- 3.) SW 24 will run the Ethernet cable from the processor in the rear of the vehicle to the MDT/computer which is mounted in the front of the vehicle

- 4.) SW 24 will plug the USB GPS in the supplied MDT/computer and mount it in the front windshield area of the vehicle
- 5.) SW 24 will install the Patroller software on the MDT/computer in the vehicle remotely if possible
- 6.) SW 24 will aim and configure the LPR cameras
- 7.) The SW 24 technician will test drive the vehicle to make sure the cameras are properly aligned and aimed and reading and capturing license plates correctly
- 8.) The SW 24 technician will make sure the vehicle is communicating with the Erie County Police Service Server
- 9.) SW 24 will install the Security Center software on the desktops within the PD remotely if possible
- 10.) SW 24 will train the operators on the use of the LPR vehicle using the Train the Trainer practice
- 11.) SW 24 will train the supervisors/investigators on the use of Security Center

Thank you for allowing me to prepare this quote for you and if you have any questions please feel free to contact me and my contact information is listed below.

I have attached the Final CRM quote with this quote. Please sign the CRM quote and return to me along with a PO to purchase.

Prepared by:

Patrick O. Fox
National Sales Director
LPR & Law Enforcement Operations
Cell # (518) 469-9201
E-mail – pfox@sw24.com



2 Camera LPR System Proposal

Prepared Exclusively For:

West Seneca Police Dept. - Att: Chief Edward Baker

March 23, 2022

SecureWatch24, LLC

One Penn Plaza Suite 4000

New York, NY 10119

T 212-729-5400

F 212-729-5401

Statement Of Work

2 Camera LPR System	
Presented to: West Seneca Police Dept. - Att: Chief Edward Baker	SW24 Contract# QUO-07055-X1P6X7-1
SW24 Representative: Pat Fox	Govt Contract # OGS - PT68857
Date: March 23, 2022	
Site Address: 1250 Union Rd., West Seneca, NY	

Project Overview

This is a quote for the AutoVu (2) 2 Camera LPR camera system that you requested.

PROJECT OVERVIEW: This is to be installed as a TRANSPORTABLE unit on the trunk of a 2021 Dodge Charger

NOTE: This will be an add-on to the Erie County Server. System ID # GSC-181105-314035 which has an expiration date of December 31, 2022

NOTE: Travel is included

The Following are incorporated and made part of this Contract

APPENDIX-A: BILL OF MATERIALS

APPENDIX-B: WARRANTY

APPENDIX-C: SUMMARY OF DELIVERABLES

APPENDIX-D: TERMS AND CONDITIONS

1.0 SCOPE OF WORK

SecureWatch24 (also referred to herein as SW24) will provide the following Services identified in greater detail below under this Agreement:

1. PROCUREMENT SERVICES
2. PRE-DELIVERY STAGING SERVICES
3. CABLING AND INSTALLATION SERVICES
4. CONFIGURATION AND TESTING SERVICES
5. TRAINING SERVICES

2.0 SECUREWATCH24 RESPONSIBILITIES

2.1 PROCUREMENT SERVICES

1. Scope
 - a. SW24 will procure for resale to Client and consolidate for delivery the list of item(s) in Appendix-A.
2. Assumptions
 - a. None
3. Completion Criteria
 - a. This work will be considered complete upon delivery of the product to the work site.
4. Deliverables
 - a. None

2.2 PRE-DELIVERY STAGING SERVICES

1. Scope
- 1.) SecureWatch 24 (SW 24) will stage the LPR system at its Technology Center before going on-site for the installation
2. Assumptions
 - a. SW24 will assign at its discretion IP addresses, subnet masks, gateway addresses and VLAN designation for all networked devices.
3. Completion Criteria
 - a. This work will be considered complete when the equipment specified in the 'Scope' section of PRE-DELIVERY STAGING SERVICES has been configured for installation.
4. Deliverables
 - a. None

2.3 CABLING AND INSTALLATION SERVICES

1. Scope
 - 1.) SecureWatch 24 (SW 24) will install the LPR cameras using the Magnetic Trunk Mounts in BLACK to the trunk of a 2021 Dodge Charger
 - 2.) SW 24 will install the processor in the rear of the vehicle with the supplied mounting bracket and install it with permanent power
 - 3.) SW 24 will run the Ethernet cable from the processor in the rear of the vehicle to the MDT/computer which is mounted in the front of the vehicle
 - 4.) SW 24 will plug the USB GPS in the supplied MDT/computer and mount it in the front windshield area of the vehicle
 - 5.) SW 24 will install the Patroller software on the MDT/computer in the vehicle remotely if possible
 - 6.) SW 24 will aim and configure the LPR cameras
 - 7.) The SW 24 technician will test drive the vehicle to make sure the cameras are properly aligned and aimed and reading and capturing license plates correctly
 - 8.) The SW 24 technician will make sure the vehicle is communicating with the Erie County Police Service Server
 - 9.) SW 24 will install the Security Center software on the desktops within the PD remotely if possible
2. Assumptions
 - a. All work listed under CLIENT RESPONSIBILITIES must be completed prior to SW24 beginning work;
 - b. Camera to be connected to existing network switch, patch panel and Genetec system;
 - c. If any or a portion of the scope involves a takeover of an existing system, all existing equipment and associated cabling are assumed to be in good working order.
3. Completion Criteria

- a. This work will be considered complete when SW24 provided cable is ran and equipment is installed.

4. Deliverables

- a. None

2.4 CONFIGURATION AND TESTING SERVICES

1. Scope

- 1.) SecureWatch 24 (SW 24) will install the LPR cameras using the Magnetic Trunk Mounts in BLACK to the trunk of a 2021 Dodge Charger
- 2.) SW 24 will install the processor in the rear of the vehicle with the supplied mounting bracket and install it with permanent power
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- 8.) The SW 24 technician will make sure the vehicle is communicating with the Erie County Police Service Server
- 9.) SW 24 will install the Security Center software on the desktops within the PD remotely if possible

2. Assumptions

- a. None

3. Completion Criteria

- a. This work will be considered complete when:
 - i. All video analytics are configured;
 - ii. All microphones and speakers for the one-way audio are tested and working.

4. Deliverables

- a. None

2.5 TRAINING SERVICES

1. Scope

- 1.) SW 24 will train the operators on the use of the LPR vehicle using the Train the Trainer practice
- 2.) SW 24 will train the supervisors/investigators on the use of Security Center

2. Assumptions

- a. Enrollment and scheduling of the training sessions will be the responsibility of the end user.
- b. The scheduled dates and times must be mutually agreed to and must be communicated to SW24 a minimum of _____ (#) working days prior to the desired date and time.

3. Completion Criteria

- a. This work will be considered complete when the end user has been trained on the _____ platform or the Estimated End Date is reached, whichever occurs first.

4. Deliverables

- a. None

3.0 CLIENT RESPONSIBILITIES

SW 24 GUIDELINES FOR A MOBILE LPR INSTALLATION

- 1.) Upon an agreement that the Customer will be purchasing an LPR unit from SW 24 – the customer will be sent a Questionnaire for a Mobile LPR installation. This Questionnaire contains and will answer the following information:
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- 13.) Upon completion of the physical install the SW 24 Technician will train the officers or people in the operation of the Mobile LPR unit for whoever is present using the Train the Trainer method.
- 14.) After the training of the operators of the Mobile LPR unit the SW 24 Technician will train the supervisors or investigators on the use of Security Center, how to do searches for vehicles, how to run reports, etc. on a Train the Trainer method.

4.0 ESTIMATED SCHEDULE

Estimated Start Date September 7, 2021

Estimated End Date December 31, 2021

1. Work is not authorized to begin on the Estimated Start Date unless this Proposal has been accepted, in writing, by the client or its representative/agent.
2. These dates are estimates and may vary if acceptance or other delays are encountered.
3. The work may complete prior to the Estimated End Date; however, no Services are required to be provided after this date unless authorized, in writing, through the Change Control process.

5.0 CHANGE CONTROL

All of the work of the project is detailed in Section 2.0 SW24 Responsibilities. Any changes to this Scope of Work shall be handled through the Change Control process. This includes reduction or elimination of products or services previously agreed to.

6.0 COMPLETION CRITERIA

SecureWatch24 shall have fulfilled its obligations and full payment is due and owing to SecureWatch 24 under this Agreement when any of the following first occurs:

1. SecureWatch24 accomplishes the relevant tasks described under, "SecureWatch24 Responsibilities" or such SecureWatch24 Responsibilities are waived.
2. Client notifies SecureWatch24, in writing, that further Services are not required.
3. You terminate this Agreement prior to the Estimated End Date and prior to the time SecureWatch24 has accomplished the SecureWatch24 Responsibilities.
4. SecureWatch24 has terminated this Agreement for Cause.
5. The Estimated End Date is reached.

7.0 CHARGES

The estimated funding requirement for the services and equipment described in this Proposal is provided below. Detailed equipment and licensing pricing breakout can be found in Appendix-A.

7.1 SUMMARY OF CHARGES

Hardware / Software.....	\$13,240.07
Services.....	\$2,040.00
 Total.....	 \$15,280.07**
 Freight.....	 \$
 Estimated Taxes.....	 \$0.00

** Sales Tax will be imposed on all Products & Services that are not exempt under the Tax Laws applicable to the jurisdiction(s) covered under this Contract. It is the responsibility of the Purchaser ("Client") to provide the proper sales tax exemption certificate to Securewatch24, LLC to make tax free purchases that would normally be subject to sales tax under the Tax Laws applicable to this Contract. The amount of sales tax stated above is an estimate and is subject to change with or without notice at any time based on the applicable Tax Law for the jurisdiction(s) covered under this Contract. Acceptance of this Contract constitutes agreement to pay all applicable sales tax to which the Purchaser is subject, based on the Tax Law for which an exemption does not apply and/or for which an exemption certificate was not properly used, executed, or provided.

SecureWatch24 agrees to provide the services and equipment described in this agreement provided the customer accepts this proposal without modification on or before: June 30, 2022

If you are acting as an agent (or authorized representative) executing this agreement on behalf of your principal, you hereby warrant and represent that you have the full and complete authority to bind your principal to the terms, conditions and obligations set forth in this Agreement including, but not limited to, the payment obligations, representations and warranties and, in the event the principal at any time disputes your agency and/or authority or claims that you did not have its authorization to execute this agreement on its behalf and/or to bind such principal to each and every obligation, term and condition set forth herein, you shall be and hereby agree to be liable to SecureWatch24 for any and all amounts due and owing to SecureWatch24 under this Agreement and appendices.

Agreed to:
West Seneca Police Dept. - Att: Chief Edward Baker

Agreed to;
SecureWatch24, LLC

By, _____
Authorized Signature Date

By, _____
Authorized Signature Date

7.2 DESCRIPTION OF CHARGES AND ACCEPTANCE

Freight charges are limited to the actual expense incurred, and will be billed as actual. Invoices are due upon receipt.

Tax charges listed on this proposal are an Estimation only. Actual tax liability will be assessed and listed on the project invoice(s).

Charges shall be paid in accordance with the payment schedule set forth in this Agreement and the appendices and attachments hereto. In the event Charges are to be paid in installments or in Progress Payments, in the event payment of an installment or Progress Payment is not made when due, all remaining installments and/or Progress Payments shall immediately accelerate and shall be due and owing to SecureWatch24. You shall pay all Charges due under this Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

This document, including the associated appendices and attachments hereto are the complete agreement regarding this transaction and replace any and all prior written or oral communications regarding this scope of work. Each party accepts the terms of this Agreement by signing below.

APPENDIX-A: BILL OF MATERIALS

Manufacturer	Part number	Description	Qty	Unit Price	Ext. Price
Genetec	ADV-LPR-M-1M	Genetec Advantage 1 AutoVu Mobile System	9	\$ 15.61	\$ 140.49
Genetec	AU-H-USBGPS-EXTCBL3	Approved USB extension Cable for USBGPS - 3m / 10ft	1	\$ 23.38	\$ 23.38
Genetec	GSC-1U	One (1) Genetec Security Desk client connection	1	\$ 280.50	\$ 280.50
Genetec	AU-H-XMNT-CAMU-B	Mobile Sharp X camera portable mounting bracket	2	\$ 205.70	\$ 411.40
Genetec	AU-K-P2Z3-BASE	AutoVu Sharp Z3 Dual Base Kit	1	\$ 5,839.30	\$ 5,839.30
Genetec	AU-XS-XGA-B12850	Black AutoVu Sharp X Camera XGA 12mm lens and 850nm illuminator	1	\$ 3,272.50	\$ 3,272.50
Genetec	AU-XS-XGA-B25850	Black AutoVu Sharp X Camera XGA 25mm lens and 850nm illuminator	1	\$ 3,272.50	\$ 3,272.50

APPENDIX-B: WARRANTY

SW24 warrants its installation services to be free from material defect for a period of one year from the date of project completion. Material installation defects reported, in writing, to SW24 during the warranty period shall be repaired at no cost to the Client. SW24 supplements Manufacturer Warranties with a 90 day labor agreement from the date of project completion. During this period SW24 shall at no cost to you diagnose, remove, repair or replace, and reinstall products installed by SW24 and determined after installation by SW24, in its sole and absolute discretion, to be defective. These limited warranties do not cover damage or faults resulting from: Vandalism, Force Majeure, improper or negligent operation or service by others, operation in environments exceeding Manufacturer Specifications or insufficient Preventive Maintenance. In the absence of other Service Agreements between SW24 and the client, upon expiration of the SW24 warranty period, problem determination and corrective actions will become the sole responsibility of the client and SW24 shall have no further, and is hereby released from any, obligations under this Agreement and appendices. This includes contacting manufacturers for troubleshooting, providing asset information and requesting return materials authorizations directly.

APPENDIX-C: SUMMARY OF DELIVERABLES**As-Built Drawings**

- a. Purpose
 - i. To document the physical installation locations of cabling and devices for support and future expansion reference.
- b. Content
 - i. Floor Plan background with camera and door device locations
 - ii. Riser Diagram
 - iii. Rack Elevation
 - iv. Wall-field Diagram
- c. Delivery
 - i. One softcopy of each drawing will be provided in AutoCAD format at Project Completion.
 - ii. One hardcopy print of each drawing will be provided in D-Size Format at Project Completion.

Operations and Maintenance Manuals

- a. Purpose
- b. Content
 - i. A summarized list of installed assets (Manufacturer, Model# and Serial Number)
 - ii. A copy of the manufacturer's Cut-Sheet for each product installed
 - iii. A copy of each Manufacturer's published Operating Instructions.
 - iv. Manufacturer warranty contact information for use after SW24 warranty expiration.
- c. Delivery

APPENDIX-D: TERMS AND CONDITIONS

This Appendix describes the terms and conditions governing this transaction. This document, including the above Statement of Work and associated appendices are the complete agreement regarding this transaction and replace any and all prior written or oral communications regarding this scope of work.

1. Contract Acceptance
 - a. Signing the Contract
 - b. Issuing a Purchase Order
2. Schedule and Delivery
 - a. Securwatch24 will use reasonable best efforts to attempt to meet your delivery and schedule requirements for equipment and services provided under this Agreement.
 - b. Unless otherwise stated this project will be performed during First Shift (8:00 AM to 4:00 PM) on non-Weekend and non-Holiday days.
 - c. SecureWatch24 will not be responsible for delays to any schedule or delivery resulting from the insufficient lead time provided by you or third parties including, but not limited to, proposal acceptance, invoice payment, equipment shipping delays, required information, utility or cable issues or required authorizations.
 - d. Portions of this work may be performed remotely at SW24 offices.
 - e. Portions of this work may be assigned to an SW24 Subcontractor.
 - f. Unless otherwise stated in SW24 Responsibilities, SW24 shall not be responsible for patching or painting required as a result of the work of this proposal.
 - g. If you fail to pay any installment or Progress Payment when due, we may without prejudice to any other right or remedy and without any liability to you interrupt, suspend, cancel this project. Such interruption, suspension or termination does not relieve you from paying any amount overdue and/or to be paid under this Agreement.
3. Payment
 - a. (state terms)
 - b. Late Fees and Interest
 - c. In the event you fail to make a payment when due and legal proceedings are commenced to collect the amounts due hereunder, you agree to pay all costs of collection, including court costs and reasonable attorneys' fees.
4. Travel and Living
 - a. Unless otherwise stated this project has no requirements for travel outside of the five boroughs of New York City and such travel is not included in this proposal.
5. Claims for Which SecureWatch24 is Not Responsible
 - a. Any equipment, software, services, drawings, specifications or designs provided by you or a third party on your behalf which is incorporated into this Project.
 - b. Your modification of the equipment or software of this Project.
 - c. The integration of equipment or software with products not provided by SecureWatch24.
 - d. Loss of or damage to data.
 - e. Lost profits, business, revenue, goodwill or anticipated savings.
6. Customer Responsibilities
 - a. You agree that Hardware and Software obtained under this agreement is for use within your Enterprise and is not for resale, lease or transfer to a third party.
 - b. You agree to provide SecureWatch24 all necessary access to your properties and systems as may be required for SecureWatch24 to complete its responsibilities and obligations. Access will be provided at no charge to SecureWatch24.
 - c. You agree to provide an operating environment meeting or exceeding all of the requirements specified for equipment provided under this Agreement.
 - d. You agree to assume responsibility for all upgrades, updates and patches for operating systems, applications, drivers, BIOS and/or firmware provided under this Agreement.

- e. You agree to notify SW24 in advance of accepting this proposal of all hazardous materials located in any area where the work described on this proposal may be performed and hereby agree to indemnify, defend and hold SW24, its officers, members, employees and contractors harmless from any and all damages relating in any way to such hazardous materials whether or not known to exist at the time of the execution of this Agreement. This includes but is not limited to Asbestos Containing Materials and Lead Paint Materials.
 - f. You agree to coordinate the installation of all elevator traveler cables with the elevator service company of record at no cost to SW24.
 - g. You agree to coordinate the installation of Fire Alarm Disconnect Relays in all locations specified by SW24 with the Fire Alarm service company of record at no cost to SW24. SW24 shall be under no obligation to activate Access Control equipment in violation of applicable code and law and the SW24 project scope will be considered complete if the system is not able to be activated due to incomplete Client Responsibilities and would otherwise be operational.
 - h. You agree any cabling work completed by others shall be sufficient for purpose installed, clearly labeled, tested, and terminated in a mutually agreed to manner and location.
 - i. You agree to pay SW24 when payments are due hereunder.
 - j. You agree that no legal action will be brought more than one year after the cause of the action arose.
 - k. You agree that we are not responsible for failure to fulfill any responsibility or obligation due and we have the right to defer the date of completion (without liability to you) due to causes beyond our control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not related to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods or materials provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give immediate notice in writing to the other to terminate this Agreement.
7. Responsibilities of Both Parties
- a. Both parties agree information exchanged is non-confidential. If the exchange of confidential information is necessary, a supplemental Confidentiality Agreement will be signed.
 - b. Both parties agree to allow the other reasonable opportunity to review, reply and comply prior to entering a claim the other party has failed to meet their responsibilities or obligations.
8. Governing Law/Miscellaneous
- a. This Agreement shall be construed in accordance with and governed by laws of the State of New York applicable to agreements made and performed wholly in that State. In connection with any dispute which may arise under this Agreement, the parties hereto hereby irrevocably submit to, consent to, and waive any objection to, the exclusive jurisdiction of the courts of the state of New York located in the county of New York or of the United States District Court for the Southern District of New York, and waive any objection to the laying of venue in such court. The parties hereto admit that any such dispute may be resolved at least as conveniently in such a court as in any other court, and will not seek dismissal or a change of venue on the ground that resolution of such a dispute in any such court is not convenient or in the interests of justice.
 - b. You agree not seek a jury trial or counterclaim in any action based upon or arising out of this Agreement or any related document or agreement. You agree not seek to consolidate any such action with any other action in which trial by jury has not been waived.
 - c. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of

this Agreement and the remainder of such provision shall continue in full force and effect.

- d. SW24's failure or delay in enforcing or the partial enforcement of any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement.

9. Title and Risk of Loss

- a. SecureWatch24 bears the risk of loss for equipment until either of these first occur:
 - i. For equipment shipping to you, title will transfer including risk of loss when the product is delivered to the carrier for shipment. Thereafter, you assume the risk and are responsible for insurance or other protection you may deem necessary.
 - ii. For equipment installed by SecureWatch24, title will transfer upon initial delivery to your property location. Thereafter, you assume the risk and are responsible for security and protection of the equipment, including equipment that SecureWatch24 has delivered but may be part of an ongoing installation.

10. Right to Cancel

- a. Where required by law, Customer shall have the right to cancel this Agreement prior to Midnight of the third business day after the Effective Date of this Agreement. Cancellation must be by written notice to SECUREWATCH24 in accordance with applicable law.

11. Limited Liability

- a. Client expressly acknowledges SW24 and its affiliates, subcontractors, employee, agents and assigns (SW24) are not insurers against losses and that insurance against loss is the sole responsibility of the client. The payments and charges required by this TOS are based solely on the value of the services provided and are unrelated to the value of the premises or any personal property located on or near the premises. Client agrees that it is impractical and extremely difficult to ascertain or determine the amount of damages, if any, which may result from a failure by SW24 to perform any of its obligations under this TOS or the failure of the equipment or video management system to operate properly. Client agrees that if SW24 should be found liable to the client for loss or damages as a result of the failure of the equipment or video management system in any respect, SW24 liability will be limited to two hundred and fifty dollars (\$250.00), which sum shall be paid and received as liquidated damages. Such liability shall be complete and exclusive. If for any reason this liquidated damages amount is deemed to be unenforceable by a Court of Law, then under no circumstances shall SW24 be liable to client for any amounts in excess of the amounts paid to SW24 by client under this Agreement. This limitation of liability applies to any and all loss or damage resulting directly or indirectly to persons or property, irrespective of cause or origin, whether as a negligence of SW24. Client agrees to indemnify and hold SW24 harmless from all losses, damages and expenses incurred as a result of claims asserted against SW24 by persons other than client based upon the performance or nonperformance by SW24 of services performed or to be performed under this TOS or upon any failure of the equipment or video management system. Including, but not limited to the negligence or gross negligence of SW24. It is agreed that in no event shall SW24 be liable for indirect, incidental, special, exemplary, punitive or consequential damages or for lost profits, savings or revenue of any kind whether or now SW24 has been advised of the possibility of such damages.

