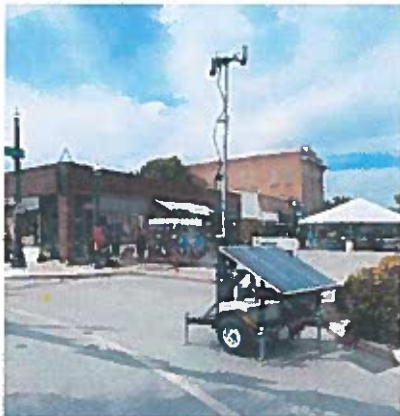


WIRELESS CCTV

Proposal for Romeoville Police Department (IL) Purchase Proposal



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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 20 years' experience in mobile video surveillance
- Verizon LTE-certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 8Tbyte)
- Video Analytics*
- HeartBeat Diagnostics*

Wireless CCTV's Mini Dome systems provide the user with complete flexibility and portability. The WCCTV Mini Dome is available with a range of different cameras designed to suit all deployment and budgetary requirements. The systems can be deployed in any location and are ideal for rapid installation and temporary surveillance applications.

2. Solutions and Systems Overview

WCCTV Pole Camera Range

Wireless CCTV's Pole Camera Range provides the user with complete flexibility. The Range takes the standard WCCTV feature set and integrates a selection of industry leading PTZ camera options designed to suit all deployment and budgetary requirements.

The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

WCCTV 4G IR Mini Dome

WCCTV's 4G IR Mini Dome is a rapid deployment pole camera specifically designed for mobile video surveillance applications. The system delivers live and recorded high-definition images via 4G LTE networks.

Standard Features

- 4G LTE
- Range 300ft Illumination
- 4TB HDD
- Video Analytics
- Universal Mount
- Smart Switch
- 15ft Power Cord

Options

- Up to 8TB HDD SSD
- Up to 3 Additional Cameras
- 4G LTE Data-plans 300GB
- Up to 3 Additional Cameras
- Solar Trailer



WCCTV 4G Multi Sensor Dome

The WCCTV 4G Multi-Sensor Dome is a rapid deployment pole camera that provides multidirectional video surveillance utilizing 4G LTE video transmission.

Standard Features

4G LTE
 360° IR Multi Sensor
 4 Views From One Device
 4TB HDD
 Video Analytics
 Universal Mount
 Smart Switch
 15ft Power Cord

Options

Up to 8TB HDD SSD
 Up to 3 Additional Cameras
 4G LTE Data-plans 300GB
 Up to 3 Additional Cameras



WCCTV Surveillance Trailer Range:

The WCCTV Mini Dome Solar Trailer is an autonomously powered mobile video surveillance unit that can be rapidly installed at practically any location.

Standard Features

20ft Manual Mast
 800AWP
 Secure Battery Enclosure
 4 Camera Bracket
 Tilting Draw Bar
 2 Camera Bracket set
 110V Power Outlet
[6 minute install](#)

Options

750w & 1500w Solar Array
 Fuel Cell Remote Recharge
 Tilting Draw Bar
 Voice Down Audio Warning System



WCCTV Secondary Cameras:

The WCCTV Pole Camera range offers the ability to add a secondary camera, whether this be a WCCTV 4G IR Mini Dome, 4G IR Mini Dome + or Multi-Sensor Dome.

4G IR Mini Dome



Multi Sensor Dome



3. WCCTV Service

Base Services

Every WCCTV Product comes complete with a Service Package.

The suggested solution includes a service plan with the services below:

Standard Features
Camera Warranty
Trailer Maintenance**
Video Analytics License
Onsite Install (Surveillance Trailers) *
Remote Install (Pole Cameras) *
Remote Training**
Heartbeat Diagnostics***
Smart Switch Management
Remote Tech Support
Remote Footage Retrieval****
Options
Data Plan options: 300GB, or COA Options 1 year, 3 years, and 5 years
Data Plan length: 1 year, 3 years, and 5 years
Renewal options length: 1 – 5 years

*Must be prebooked with WCCTV Service team minimum 48 hours' notice

**Must be prebooked with WCCTV Service team minimum 5 days' notice

***Client must request upload of device onto WCCTV Heartbeat / system must have SS device to qualify

****Maximum 1 Hour of footage download per month

Extended Service Plans

You may choose an extended service plan in addition to the Limited Warranty, which is subject to the ESA Terms (defined below)

Options
WCCTV Primary MiniDome ESA (With or Without Airtime): 1 year, 3 years, and 5 years
WCCTV Solar Trailer ESA: 1 year, 3 years and 5 years

*Pricing excludes sales tax at the prevailing rate.

4. Price

WCCTV Surveillance Trailer Range:

Please note: The Surveillance Trailer will be delivered at dock height. A forklift will be required on-site to lower the trailer to ground level. It is the customer's responsibility to furnish the forklift. However, WCCTV can deliver the trailer with a forklift for an additional fee.

Product selection:

OLM Items		
Description	QTY	Item Price
101-8111 - Net Box Box includes LED and Switch	1	\$1,595.00

GSA Items		
Description	QTY	Item Price
600-0018 - WCCTV PTZ Dome X 2, Solar Trailer, 4TB SSD, Net Box, Smart Switch, COA Plan, RV-55 Router, Remote Training, Heartbeat, Initial on-site training and setup support, 1 YR Warranty, Service, and Maintenance (Terms and conditions apply)	1	\$29,995.00

Shipping and Installation (Setup)		\$2,000.00
TOTAL		\$33,590.00

*pricing excludes sales tax at the prevailing rate

Pricing based on GSA schedule 84 price list (contract number GS-07F-031DA)

5. WCCTV Heartbeat - Proactive Diagnostics

What does WCCTV Heartbeat detect?

Connection Issues: We will report if the connection to your WCCTV system fails or the system goes offline

Camera Failures: We can detect if a camera has developed a fault or has been tampered with.

Hard Disk Failures: We can detect any hard disk failures or if the system stops recording.

Recording Issues: Reports if the system records for less time than expected.

Time & Date Inaccuracy: Reports when the time is incorrect or tampered with.

6. Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24, 36, 48, or 60 months (the "Fixed Term"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, 36, 48 or 60 months after it begins, depending on which Fixed Term is agreed upon and ordered.
2. If airtime for the Equipment is purchased, the amount (Included Gigabytes") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).
3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms or until a new rate plan is agreed upon.
4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any average usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms.
5. All terms not defined herein shall have the same meaning as set forth in the Terms.
6. You are bound by and subject to Terms. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.
7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.
8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail.

7. Terms and Conditions

Wireless CCTV, LLC ("WCCTVYouTerms") with respect to the sale of certain equipment (identified in the Proposal or in a purchase order issued by you and confirmed by WCCTVEquipment") and related airtime and other services identified in the Proposal (excluding services under any ESA) (the "Service"). At WCCTV's option the Equipment may be offered without airtime. These TermsProposal") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms, the Terms shall control. These Terms prevail over any general terms and conditions that may be affixed to your order regardless of whether or when You have submitted any purchase order or such terms. Fulfilment of Your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these Terms.

Authorization

- 1.1 If You are an entity and not an individual, then the person accepting these Terms represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.
- 1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms.
- 1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third-parties.

Order, Delivery and Equipment

- 2.1 WCCTV shall supply the Equipment to You at the price(s) specified herein, or otherwise agreed in writing by WCCTV.
- 2.2 WCCTV shall deliver the Equipment at its own risk to the Point of Delivery specified in the Proposal, or otherwise agreed in writing by You and WCCTV.
- 2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time, but it shall not incur any liability in the event of any delay.
- 2.4 Placement of Your order constitutes acceptance of these Terms and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that such order constitutes Your acceptance of the Proposal and Terms and Your firm commitment to purchase the Equipment/Service ordered at the prices set forth in the Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms.
- 2.5 You shall inspect the Equipment within such time as necessary to make a valid claim against the carrier for any damage incurred during transit and in no event more than three (3) days of receipt of the Equipment ("Inspection Period"). All Equipment shall be in good order upon release to the carrier. ALL CLAIMS FOR DAMAGE AND LOSS IN TRANSIT MUST BE FILED BY YOU AGAINST THE CARRIER CONSISTENT WITH THE SHIPPING POLICY.
- 2.6 You shall examine the Equipment within the Inspection Period and notify WCCTV if the Equipment is not in good working order at the time of receipt or is Nonconforming Equipment. You will be deemed to have accepted the Equipment unless You notify WCCTV in writing of any Nonconforming Equipment during the Inspection Period and furnish such written evidence or other documentation as reasonably required by WCCTV. "Nonconforming Equipment" means only the following: (i) product shipped is different than identified in Your purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- 2.7 If You timely notify WCCTV of any Nonconforming Equipment, WCCTV shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by You in connection therewith. You shall ship, per WCCTV's instructions and WCCTV's expense and risk of loss, the Nonconforming Equipment to WCCTV's facility located at 851 International Pkwy, Suite 140, Richardson, Texas, 75081. If WCCTV exercises its option to replace Nonconforming Equipment, WCCTV shall, after receiving Your shipment of Nonconforming Equipment, ship to You, at WCCTV's expense and risk of loss, the replaced Equipment. YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET FORTH IN THIS CLAUSE 2.7 ARE YOUR EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING EQUIPMENT. EXCEPT AS PROVIDED UNDER THIS CLAUSE 2.7, ALL SALES OF EQUIPMENT TO YOU ARE FINAL, AND YOU HAVE NO RIGHT TO RETURN PURCHASED EQUIPMENT TO WCCTV.

Term: Cancellation of Service

- 3.1 If You purchase Equipment which includes airtime, You agree to the Fixed Term set forth in the Proposal as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "Term". You are bound by these Terms for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.
- 3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.
- 3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms (including but not limited to failure to pay) or upon thirty (30) days written notice for any reason whatsoever. Your obligation to pay for Equipment and Service already purchased shall continue regardless of termination.

Charges

- 4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("Usage Charges") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only

during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Clause 3.2.

4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.

4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "Charges") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Clause 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.

4.4 You shall pay all Charges invoiced by WCCTV within thirty (30) Due Date") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of \$5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.

4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed \$500.00.

4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our then current price list.

4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.

4.8 After cancellation or termination of Service, You shall pay invoices issued to You for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.

4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment; Credit Card Charges and Authorization

5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed \$500.00 or any established credit limit, whichever is greater, during a billing period.

5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You Authorization Amount"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be \$1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.

5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

6.1 Upon delivery to You, WCCTV will provide an onboarding session and instructional video links (Video Links").

6.2 You will use the Equipment in accordance with the onboarding session, video links and any manufacturer's instructions and/or specifications (collectively, the "Manufacturer's Instructions") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the full price of the Equipment. Until ownership of the Equipment transfers to You, You

- 6.3.1 Effect any repairs or modifications to the Equipment;
- 6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
- 6.3.3 Deface or add to the Equipment;
- 6.3.4 Allow any third-party to use of the Equipment;
- 6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third-party; or
- 6.3.6 Sell the Equipment to a third-party.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.

6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this Clause.

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled, and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Service from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

- 7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and
- 7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

- 7.2.1 (subject to Clause 7.2.2) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and
- 7.2.2 obey that third-party's license terms as shown in the third-party software and third-party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this Clause.

Limited Warranty, Disclaimer of Warranty, Limitation of Liability, Indemnity

Limited Warranty and Exclusions

8.1 WCCTV warrants to the original purchaser that the Equipment is free from material defects in material and workmanship for a period of 12 months following the date of delivery under normal use, subject to the requirements, exclusions and limitations stated herein **Limited Warranty**"), which will be strictly applied.

- 8.1.1 **Timing.** WCCTV shall not be liable for a breach of this Limited Warranty unless: (a) You give written notice of the defective Equipment, reasonably described, to WCCTV within fifteen (15) days of the time when You discover or ought to have discovered the defect; (b) You include proof of purchase and proof of date of purchase (c) if applicable, WCCTV is given a reasonable opportunity after receiving the notice of breach of this Limited Warranty to examine such Equipment and You return such Equipment to WCCTV's place of business; and (d) WCCTV reasonably verifies Your claim that the Equipment is defective.
- 8.1.2 **Normal Use, No Repairs or Alterations:** This Limited Warranty covers only defects in the original components, and does not apply if the Equipment is modified, repaired or altered in any fashion or has been subjected to neglect, abuse, misuse, accident, overload or other unreasonable use, including failure to exercise reasonable care or perform necessary maintenance in the operation, transport and storage or the Equipment.
- 8.1.2 **Manufacturer's Instructions:** Failure to use Equipment in accordance with Manufacturer's Instructions.
- 8.1.3 **Exclusion of Components Warranted by other Manufacturers:** Components manufactured by a third-party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Equipment. WCCTV MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 8.1.4 **Compliance with Terms:** Charges being current and there being no breach of these Terms.
- 8.1.5 **Consumables:** This Limited Warranty does not cover any parts that require replacement or maintenance in the ordinary use due to normal wear and tear such as bake components, seals, bearings, etc.
- 8.1.6 **Rust, Scratches and Dents.** This Limited Warranty does not cover rust or scratches and dents at the time of purchase.
- 8.1.7 **Connectivity.** WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Clause) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

Disclaimer

8.2 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICE.

Limitations

8.3 SUBJECT TO THE TERMS HEREOF, THE SOLE RESPONSIBILITY OF WCCTV UNDER THE LIMITED WARRANTY SHALL BE, IN WCCTV'S SOLE DISCRETION, TO EITHER (A) REPAIR OR REPLACE THE EQUIPMENT OR (B) CREDIT OR REFUND THE PRICE OF THE EQUIPMENT AT THE PRO RATA CONTRACT RATE PROVIDED THAT, IF WCCTV SO REQUESTS, YOU SHALL RETURN THE EQUIPMENT TO WCCTV CONSISTENT WITH CLAUSE 2.7.

8.4 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS CLAUSE AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS CLAUSE, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.5 IN NO EVENT SHALL WCCTV BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WCCTV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.6 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY

THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS.

8.7 IN NO EVENT SHALL WCCTV'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY SALE OR PROPOSED SALE OF EQUIPMENT AND/OR SERVICES OR ANY EQUIPMENT AND/OR SERVICES SOLD TO YOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO WCCTV FOR THE EQUIPMENT AND SERVICES SOLD UNDER THE PURCHASE ORDER RELATING TO THE EQUIPMENT AND/OR SERVICES AT ISSUE.

GENERAL

8.8 The Limited Warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.9 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

- 10.3.1 make any modifications to the Equipment or its packaging;
- 10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;
- 10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;
- 10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or
- 10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this Clause, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third-party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third-party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third-party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 851 International Pkwy, Suite 140, Richardson, TX, 75081

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms without WCCTV's prior written consent. Subject to these restrictions, the Terms will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.

8. Extended Service Terms and Conditions

These Extended Service Agreement Terms and Conditions ("ESA Terms") provide for the repair or replacement necessary to correct certain material defects in material and workmanship in the Equipment for the ESA Term, subject to the requirements, exclusions and limitations stated herein, which will be strictly applied. Please review the ESA Terms in their entirety as they are not merely an extension of the Limited Warranty.

These ESA Terms are delivered with the Proposal and are accepted by You upon placement of an order for Equipment with an Extended Service Plan, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties ("ESA").

If there is a conflict between the terms of the Proposal and these ESA Terms, the ESA Terms shall control. These ESA Terms prevail over any general terms and conditions that may be affixed to your order regardless of whether or when You have submitted any purchase order or such terms. Fulfillment of Your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these ESA Terms.

Definitions

- 1.1 Capitalized terms used, but not defined, herein shall be given the same meaning ascribed to them in the Terms.
- 1.2 The following capitalized terms shall have the meanings set forth below:

"Covered Component" means any component of the Equipment other than the Excluded Components, including batteries, solar panels, charging components, mechanical elements of the mast, and LED and brake lights.

"Deductible" means the fixed fee payable for an on-sight assessment of the Equipment. The Deductible shall be \$1,000 if the assessment takes place at a Service Location located in Texas or \$2,000 if the assessment takes place at a Service Location located in the Service Area (excluding Texas).

"ESA Term" means the term of the Extended Service Plan agreed by the parties, whether, one, three or five years, provided that the ESA shall terminate if you

"Excluded Components" means the structural elements of the trailer, consisting of frame, axle, mast, tow bar, stabilizers and tires.

"Failure" means the failure or inability of a Covered Component to perform functions for which it was designed to perform due to defects in material or workmanship under normal use. Failure does not include reduction in operating performance due to normal wear and tear.

"Service Area" means the 48 continental states of the United States of America.

"Service Location" means at WCCTV's option (i) a clean, secure, covered location with ready access to power provided by You for the assessment and any repair of the Equipment; or (ii) a service location designated by WCCTV.

Order

2.1 Placement of Your order constitutes acceptance of these ESA Terms and Your agreement to pay the prices set forth herein for the applicable Extended Service Plan. If You issue an order for the Equipment with an Extended Service Plan, You acknowledge that such order constitutes Your acceptance of the Proposal, Terms, the ESA Terms and Your firm commitment to purchase the Extended Service Plan ordered at the prices set forth in the Proposal (or as otherwise specified in writing by WCCTV). You may not modify these ESA Terms or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these ESA Terms.

WCCTV's Responsibilities

3.1 During the applicable ESA Term, (i) if applicable, the Limited Warranty shall be extended for the ESA Term; and (ii) WCCTV agrees to provide the services necessary to repair or replace any Covered Component that experiences a Failure within the Service Area. **WCCTV'S OBLIGATIONS HEREUNDER ARE SUBJECT TO THE SAME EXCLUSIONS, DISCLAIMERS AND LIMITATIONS APPLICABLE TO THE LIMITED WARRANTY WITH REFERENCES TO THE EQUIPMENT INCLUDING THE COVERED COMPONENTS.** WCCTV will make its initial assessment of the Equipment or Covered Component within 15 business days of receiving written notice of a Failure or asserted claim under the Limited Warranty. WCCTV shall cover the cost of technician's travel within the Service Area.

Your Responsibilities

4.1 All reasonable efforts will be made by You to facilitate a remote technical support by WCCTV

4.2 If it is determined that the malfunction of the Equipment or Failure is not covered by the Limited Warranty or this ESA, you will be charged and you agree to pay the applicable Deductible, plus the costs of any parts should You request WCCTV to repair the Equipment and WCCTV agrees to make such repairs.

Territory

5.1 The ESA applies to Equipment sold to You, and located in, the Service Area.

Assignment

6.1 The ESA is for the sole benefit of You and may not be assigned to a third-party without the express written consent of WCCTV.

Optional; Not Insurance

7.1 The ESA is optional. The Limited Warranty will apply in accordance with its terms, regardless of whether or not an ESA is purchased. The ESA is not an insurance policy. The ESA is not intended to be offered in any state or jurisdiction where such an offering is not authorized or is unlawful under applicable law and any such offering is void. Any provision of the ESA that is unenforceable under applicable law is excluded and the remaining provisions should be enforced without the unenforceable provision.

Notice

8.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 851 International Parkway, Suite 140, Richardson, TX, 75081

8.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

9.1 These ESA Terms shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these ESA Terms are subject to applicable foreign, federal and state laws and tariffs.

General

10.1 These ESA Terms can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

10.2 The headings in these ESA Terms are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

10.3 No waiver by WCCTV of any breach of these ESA Terms shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

10.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

10.5 Your rights and obligations under these ESA Terms cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These ESA Terms constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

10.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

10.7 If the performance of any part of these ESA Terms by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

10.8 WCCTV may assign all or part of its rights or duties under the ESA Terms without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the ESA Terms without WCCTV's prior written consent. Subject to these restrictions, the ESA Terms will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

10.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.