ELBERTA LABS

Appendix C: Commercial Terms, Hardware, and Ownership

PREPARED FOR	Gallery Condominiums Board
BY	Elberta Labs
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PART OF	Managed Camera Intelligence pilot package

This appendix summarizes the commercial terms that would apply if the pilot succeeds and the association converts to the managed service. These are a summary. The binding terms would be set out in a definitive managed-services agreement reviewed by counsel.

MANAGED-SERVICE SCOPE AND SERVICE LEVELS

- **Fee.** $1,000 per month, payable monthly in advance, one predictable number for the defined camera-analytics and reception-alerting scope. The $2,000 pilot fee is payable in full at the start of the pilot.
- **Support.** Business-hours support with a defined emergency contact.
- **Response targets.** System-down issues addressed the same business day, degraded performance by the next business day, routine items within the week.
- **Camera count.** Cameras are brought onto the service incrementally, one at a time by priority, up to the supplied appliance's capacity, expected to be about 12 cameras. Cameras beyond that limit run on hardware the association procures and owns, at cost.
- **Hosted inference.** Cloud-review costs within normal operation are included in the fee.
- **Site visits.** Included as needed for the defined scope.
- **Out-of-scope work.** Quoted in writing and approved before it starts. Third-party expenses are approved by the association in advance.

TERM AND RENEWAL

- **Term.** A 12-month pricing period, cancellable by either party on 60 days' written notice. The 12 months set the price, not a lock-in.
- **Renewal.** Reviewed annually. Any first-renewal price change is capped at 10%.

HARDWARE AND OWNERSHIP

- **During the service.** Elberta supplies and owns the appliance, and the monthly fee covers it. There is no separate hardware charge and no upfront hardware cost at conversion.
- **Standing buyout option.** The board may purchase the appliance at documented cost at any time, meaning the original purchase price plus tax and handoff setup.
- **Perpetual license, and its limits.** The deployment carries a perpetual software license that survives termination. It is a right to keep running the software as delivered. It does not include updates, security patching, monitoring, tuning, or support, which are part of the paid managed service. After termination, maintaining and securing the deployment is the association's responsibility, through its own IT vendor or by re-engaging Elberta under a separate paid support arrangement.
- **At termination.** The board keeps operating by exercising the buyout, or by running the perpetual license on its own compatible hardware. Elberta hands over model files, containers, configurations, database exports, documentation, administrative credentials, and recovery instructions. If the board does neither, Elberta removes its appliance.

INSURANCE AND LIABILITY

- **Elberta.** Elberta carries active coverage effective 26 August 2026: Commercial General Liability at $1M each occurrence and $2M aggregate, Technology Errors and Omissions and Professional Liability at $250k per claim and aggregate on a claims-made basis, and cyber liability at $100k aggregate. A certificate of insurance is available on request.
- **Association.** The association should maintain its own cyber liability insurance covering its systems and data. Elberta's coverage applies to Elberta's work and is not a substitute for the association's own policy.
- **Liability cap.** Elberta's total liability under the managed service is limited to the fees paid. The cap period, policy limits, certificates, exclusions, and claims process would be defined in the managed-services agreement.

CONTINUITY AND INDEPENDENCE

- The deployment runs on open-source foundations (Frigate, ONNX, Ollama), so it does not depend on any single vendor staying in business or on a proprietary black box.

- A competent AI vendor could take over management if Elberta were unavailable. The building is never dependent on a single person or vendor. The license, documentation, and credential handover that make this possible are set out under Data and intellectual property below.

GOVERNANCE AND CONFLICT OF INTEREST

- Aref Kashani is a resident of the building. He will step out of any board discussion or vote on this engagement.
- Elberta invites the board to obtain an independent review of this proposal before deciding.
- Elberta continuously evaluates the building's security vendors, IntuVision included, and advises the board on when to stay with an incumbent, when to move a function onto the open-source stack, and when a new vendor is worth exploring. Each recommendation is made in the building's interest.

DATA AND INTELLECTUAL PROPERTY

- The association's data stays with the association.
- The perpetual software license lets the building keep operating the deployment as delivered after termination. It is a right to run the software, not an entitlement to ongoing updates, patching, or support, which are provided only under a paid service.
- Documentation and administrative credentials are handed over so the association is never locked in.
- Elberta retains ownership of the reusable framework, integrations, and tuning methods it carries across deployments. The association receives a perpetual license to run its own deployment, not ownership of Elberta's underlying toolkit.
- No Gallery name, image, case study, or performance result is published in Elberta material without separate written authorization.

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