



Address: 14080 Nacogdoches RD #536 San Antonio, TX 78247
Office: 210-519-5009 Email: team@siinc.systems
TX DPSPSB Lic. # B17654 TX Fire Lic. # ACR1759490

Website: www.siinc.systems

Commercial Monitoring Agreement

1. This **Agreement** is made this _____ day of _____, 20____ by and between Security Integrated, Inc. (the "Company") and the "Customer" who owns the business located at the address shown below (the "Premises"). Company agrees to provide, or cause to be provided, the monitoring services for the system (the "System") installed at the Premises as set forth herein.

Business Legal Name: _____ DBA: _____ Phone: _____

Customer Officer Name: _____ Phone: _____ Email: _____

Business Type: ☐ Corporation ☐ L.L.C. ☐ Partnership ☐ Proprietorship ☐ Other: _____

Protected Premises: Address, City, State, Zip _____

Billing Address (if different than above): Address, City, State, Zip _____

2. Monitoring Services Provided:

Service	Price
☐ Security Alarm	\$ _____ per month
☐ Fire Alarm	\$ _____ per month
☐ Video	\$ _____ per month
☐ Honeywell Total Connect	\$ _____ per month
☐ Remote Services _____	\$ _____ per month
☐ LTE Cellular	\$ _____ per month
☐ IP	\$ _____ per month
☐ Warranty ☐ Standard ☐ See Warranty Attachment	\$ _____ per month
☐ SurePlan See Attachment	\$ _____ per month
☐ Other _____	\$ _____ per month
Total Monthly Fee (sales tax will be added at billing)	\$ _____

Payment Method:
Invoices and statements will be emailed to this accounts payable email address: _____
☐ **Checking Auto-Pay** (fill out attached form)
☐ **Credit / Debit Card Auto-Pay** (fill out attached form)

Financial Disclosure Statement

There is no finance charge or cost of credit (0% APR) associated with this agreement.

A. Number of Payments for the Original Term is	B. Amount of Each Payment is \$ _____ (Total Monthly Fee from above)	Total of Payments for the Original Term is \$ _____ (A. times B.) (exclusive of any applicable levies, charges, taxes, fees, fines and rate increases)
Late Charge – Company may impose a one-time late charge on each payment that is more than ten days past due, at the maximum amount permitted by law, up to \$5.00.		Prepayment – If you prepay the Total of Payments prior to the end of the original term of this Agreement, there is no penalty or refund.
		See Section 15 of this Agreement for additional information about nonpayment, default and liquidated damages.

Many counties and cities require an alarm permit for monitored alarm systems. It is the customer's responsibility to obtain the proper alarm permit(s) for the jurisdiction the alarm is installed in. Ask your Security Integrated Rep. for details.

Customer Responsibility To Read Agreement

CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT AND HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INCLUDING THOSE CONTAINED ON THE REVERSE SIDE AND INCORPORATED BY REFERENCE HEREIN. THESE TERMS AND CONDITIONS INCLUDE A DISCLAIMER OF WARRANTIES IN SECTION 5, A \$1000 LIMITATION OF LIABILITY IN SECTION 6, A LIST OF CUSTOMER'S RESPONSIBILITIES IN SECTION 7, TRANSMISSION SYSTEMS IN SECTION 9, AND AN ARBITRATION CLAUSE IN SECTION 14. CUSTOMER AUTHORIZES PAYMENT BY THE METHOD SPECIFIED ABOVE.

Accepted and copy received by:

Customer Officer's Printed Name & Title _____ Customer EIN _____ Customer Officer's Signature _____ Date _____

Security Integrated Sales Representative's Printed Name _____ Date _____ Sales Representative's Signature _____

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER APPROVED IN WRITING BY AN OFFICER OF THE COMPANY OR COMPANY BEGINS INSTALLATION OF THE SYSTEM.

Accepted By Company _____
Printed Name & Title _____ Signature _____ Date _____

Account Numbers:	Services:	Date Installed:	Next Billing Date:
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Company, or its contractor, upon receipt of a signal from Customer's Premises indicating that the System has been activated, is responsible only for endeavoring to notify the police, fire, medical services unit, guard service, other authorities, or other persons whose names and telephone numbers are set forth in the subscriber contact list to be completed by Customer and submitted to Company. Company or its contractor may attempt to verify the nature of the emergency by communicating with someone at the Customer's Premises or by notifying a guard service prior to notifying the emergency contacts named in the subscriber contact list. Customer understands that neither Company nor its contractor represents or promises that anyone notified will respond to the call (see disclaimers in Section 5), and Customer releases Company and its contractor from any and all responsibility or liability for any failure or delay in responding to any such notification. Customer understands that Company will not send any Company personnel to Customer's location in response to any alarm signal. Customer authorizes Company to temporarily disconnect the service for nuisance or safety reasons if Company is unable to notify Customer or Customer's emergency contacts or if Customer or Customer's emergency contacts refuse or fail to arrive at Customer's location within reasonable time.

3. SERVICE FEES & TERM OF AGREEMENT: This Agreement shall continue for an initial term of ____ months, unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew on a month-to-month basis, unless either party gives proper written notice of cancellation to the other party at least thirty (30) days prior to the end of the initial or any renewal term. To prevent unauthorized cancellations, "proper written notice" means a signed written notice including name, address, account number, and account password. Customer agrees to pay the total monthly fee above plus all sales, service, property, use and local taxes; any permit fees, any false alarm charges, telephone charges, return check charges, or Late Charges, if applicable, whether imposed on Company or Customer. Company may increase Total Monthly Fee up to 5% annually during the initial or any renewal term without prior notice. Return check charges are \$25.00 or 5% of the face value of the check, whichever is greater.

4. BILLING/LATE CHARGES/RETURN CHECK FEES: The intention of the Company is to conform strictly to applicable state law, and in the event that any Late Charges or Return Check Charges are held to be in excess of the highest lawful amount, such charges shall be reduced to the highest lawful amount and any excess charges will be promptly refunded or applied against other payments due hereunder, at Company's option. Auto-Pay and Credit Card payment Customers will not receive a billing statement. Company will follow local laws and ordinances regarding the dispatching of assistance. Should additional charges be incurred in following the local laws and ordinances, Customer will bear the total responsibility for the charges.

5. DISCLAIMER OF WARRANTIES: Neither Company nor its contractor represents or warrants that the System or the monitoring service will prevent any loss by burglary, fire, robbery or otherwise, or that the System or the monitoring service will in all cases provide the notification service for which it is intended. Customer acknowledges and agrees that neither Company nor its contractor has made any representations or warranties, express or implied, including without limitation the condition of the System or the monitoring service, their merchantability or their fitness for any particular purpose, other than those expressly contained herein. Customer acknowledges and understands that the System or Company's or its contractor's equipment may fail to function properly and that Company or its contractor may fail to properly respond to the receipt of a signal from the System. Customer acknowledges and agrees that there are no warranties which extend beyond the face of this Agreement and that neither Company nor its contractor has control over the response time or capability of any agency or person who may be notified. In the event that Company is determined to be directly or indirectly liable for any loss, damage, or injury, Customer understands and agrees that the limitation of liability in Section 6 applies.

6. COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY: Customer acknowledges and agrees that neither Company nor its contractor is an insurer; that Customer assumes all risk of personal injury and loss or damage to Customer's Premises or to the contents thereof. Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company and its contractor from any liability for any event or condition covered by the Customer's insurance. Customer understands and agrees that if Company or its contractor should be found liable for loss or damage due to Company's or its contractor's negligence, failure to perform any of the obligations herein, or failure of the monitoring service or the equipment in any respect whatsoever, Company's and its contractor's liability shall be limited to the sum of One Thousand Dollars (\$1,000) and this liability shall be Company or its contractor's sole and exclusive liability. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the limited liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company or its contractor as an insurer.

7. CUSTOMER'S DUTIES: Customer shall maintain the System in good operating condition and shall secure and maintain all licenses or permits that may be necessary from governmental or insurance authorities for the continued monitoring and use of System. Customer shall properly test and set the System immediately prior to the securing of the Premises. **The Customer is responsible for testing the System Weekly** and notifying Company or its Contractor promptly if Customer believes there is a problem with the System. Customer shall promptly notify Company or its Contractor of any trouble conditions displayed by the System. Customer agrees to provide Company and its contractor with written notice of any changes, revisions and modifications to the system, and further agrees to provide and maintain current and correct subscriber and emergency contact information with Company and contractor.

8. DISCONNECTION: Company or its contractor may terminate monitoring services in the event the Customer is in breach of or default under this Agreement. Upon such event, this Agreement and all of Company's responsibilities hereunder shall cease, and Customer agrees that Company or its contractor shall have no liability if such monitoring services are terminated. Upon termination of this Agreement, Customer agrees to permit Company or its Contractor to discontinue monitoring and to either remotely disconnect Customer's system from the monitoring network or to enter Customer's Premises and disconnect the System from Company's or its contractor's monitoring network. System may not be monitored by other alarm companies without reprogramming or replacement of the communicator.

9. TRANSMISSION SYSTEMS: Your System communicates with the Company's monitoring facility utilizing one or more networks - telephone, cable, Internet, cellular, radio, etc. It may also utilize equipment in your business / home - telephone or cable equipment, modem, router, power supply, security panel, etc. Together, the network and equipment represent the "transmission system". **This transmission system is beyond the control of Company and we take no responsibility for its reliability or its continued compatibility with this intended usage. Each network and the related in-business / home equipment have its own inherent risks and reliability levels and the Customer should consider Customer's own needs and requirements before choosing a transmission system.** In order for the System to transmit signals over the Internet, it must have uninterrupted access to an always-on high-speed Internet connection. If a signal from your System does not reach our monitoring facility for any reason we will not be able to respond and we will not know about the communication problem. Communication issues might include, but are not limited to, network outages, severed lines, lack of power to key components, signal jamming, obsolescence or failure of components, and/or changes in laws or regulations, etc. For these reasons the Customer should test the System on a regular monthly basis and at any time there is a change to any aspect of the transmission system (See Section 7). The Customer should immediately notify the Company of any changes to the transmission system (including use of DSL, BPL, VoIP or other broadband services as these may interfere with or prevent signal transmission) or any communication issues identified by Customer during testing. If Customer has chosen a means of communication which causes the System to seize control of a transmission system in order to communicate with the monitoring facility, Customer understands that they will not be able to use that same transmission system to call for emergency response during the time that the transmission system is in use.

10. INTERRUPTION OF SERVICE: Neither Company nor its contractor assumes any liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company or its contractor. Neither Company nor its contractor will be required to supply monitoring service to Customer while any such cause continues and Customer shall not be entitled to any notification of any interruption of service or to any refund or credit of any charges for such an interruption of monitoring service. Company or its contractor may suspend or cancel this Agreement without notice or liability or penalty should the System, Customer's Premises, or Company or its contractor's monitoring facilities become so substantially damaged that further service is impractical, or in the event that Company or its contractor is unable to either secure or obtain the connections or privileges necessary for the transmission of signals between Customer's location, Company or its contractor's monitoring facility and local police or fire departments. Neither Company nor its contractor shall have any liability for delay in installation or maintenance of the equipment.

11. THIRD PARTY INDEMNIFICATION: Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by parties other than the parties to this Agreement.

12. SUBROGATION: Customer hereby releases, discharges, and agrees to hold Company and its contractor harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, or insurance carrier or other parties claiming under, or through Customer. Customer agrees to indemnify, defend and hold harmless Company and its contractor from any action for subrogation which may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify his insurance carrier of the terms of this provision.

Customer Initials _____

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- 13. LIMITATION ON ACTIONS:** Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefrom.
- 14. BINDING ARBITRATION:** The parties agree to resolve through binding arbitration all suits, causes of action, controversies, claims, disputes, differences, disagreement or matters at issue (collectively referred to as "claims"), whether or not they arise by virtue of this Agreement, are of an extra contractual, contractual or other nature, arise by virtue of regulations or common law, that the parties may have between themselves and their respective principal organization, subsidiaries and affiliates as well as with the officers, directors, employees or agents acting within or outside of the scope of their capacity. The parties agree that arbitration shall be conducted according to Federal Arbitration Act ("FAA") rules, unless the matter in arbitration is not covered under FAA, in which case the arbitration will be conducted in accordance with the applicable commercial arbitration rules of the American Arbitration Association ("AAA"). If one of the parties refuses to honor its obligation under this arbitration agreement, the other party may compel arbitration in state or federal tribunals in San Antonio, Texas, or if this Agreement is not held by or assigned to Security Integrated, Inc., in a state or federal tribunal where the nearest AAA office is located, to which jurisdiction both parties voluntarily submit. Notwithstanding the aforementioned, the arbitrator is not authorized to grant punitive damages with respect to any claim. The costs of any arbitration, including registration and transcription costs, administrative costs, attorney fees, and all other fees and costs, shall be paid by the non-prevailing party as determined by the arbitrator, or shall be levied in an equitable manner as determined by the arbitrator. The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or formation of this arbitration agreement including any claim alleging that all or part of this Agreement is null or voidable. The proceedings conducted under this arbitration agreement, including any order, decision or award by the arbitrator, shall be held in confidence by the parties. The parties acknowledge that by virtue of the execution of this agreement they waive all rights that they may have to a jury trial or bench trial as relates to any claims alleged by the other party, except as otherwise provided in this paragraph. The provisions of this Agreement which apply to any claim will remain in effect even after this Agreement is terminated.
- 15. REMEDIES:** Customer shall be in default hereunder and there shall be a breach of this Agreement if: (a) Customer fails to pay any fees or charges of any kind when due or fails to perform other obligations set forth in this Agreement and such failure continues for a period of ten (10) days after issuance of written notice by Company; (b) Customer attempts to remove, sell, transfer or encumber the System except as expressly permitted herein; or (c) Customer otherwise fails to comply with any of its obligations hereunder. In the event of Customer's default or breach hereunder, Company may at its option do any or all of the following: (i) by notice to Customer, terminate the Agreement; and/or (ii) declare immediately due and payable to Company all accrued charges incurred prior to the effective date of termination of service, and in as much as the breach of this Agreement by Customer will cause serious and substantial damage to Company and because it will be difficult if not impossible to prove the amount of such damage, Customer will pay an additional amount as liquidated damages and not as a penalty, an amount equal to eighty percent (80%) of the remaining payments which Customer would have been obligated to pay from the effective date of termination until the end of the existing Agreement term. Should liquidated damages be unavailable under state law, Customer acknowledges and agrees that Company or contractor shall still be entitled to recover all sums which they may otherwise be entitled to under the law by virtue of Customer's default. All amounts are due immediately without presentment, demand, protest, or further notice of any kind all of which are expressly waived by the Customer.
- 16. FALSE ALARMS:** Customer understands that local governments may levy a fine or charge for any false alarms or signals, and Customer agrees to assume all responsibility for and indemnify the Company and its contractors, officers, employees, and agents against any false alarm or signal and to pay related fees, levies, court costs, attorney fees, and fines. If, in Company's sole judgment, it is determined that the Customer is generating an excessive number of false alarms or signals which may affect Company's or its contractor's monitoring facilities. Company or its contractors may charge Customer a fee for processing such false alarms and/or Company may cancel this Agreement. In the event of cancellation of this Agreement, neither Company nor its contractor shall refund any moneys previously paid by Customer and shall retain the right to collect any moneys due or to become due hereunder.
- 17. RESIDENTIAL LIFETIME SERVICE PLAN OPTION:** If the Residential Lifetime Service Plan is included in the Total Monthly Fee, Company will provide repair or maintenance service including parts and labor after the installation warranty term, for the deductible stated in the Agreement for as long as Company or its contractor provides monitoring service and Customer is current with all payments. Company shall provide Lifetime Service during Company's regular business hours of Monday through Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. Lifetime Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair. Company shall not be responsible for failure to render Lifetime Service due to causes beyond the Company's control. Lifetime Service excludes replacement of batteries, key fobs, alarm screens, touchscreen keypads, any cellular backup devices, camera/video equipment, or repair of the System as a result of damage from abuse, misuse, faulty telephone, or electrical connections, unauthorized repair, modification of or tampering with the System, remodeling or construction, vandalism, theft, acts of God, acts of war, cosmetic damage, or other causes, other than normal wear and tear. Company may use new or reconditioned parts at the time of replacement and retain any parts removed from the System. Security Alarm "BURGLARY" Equipment is the only equipment covered by the Residential Lifetime Service Plan.
- 18. ASSIGNMENT:** This Agreement may not be assigned in whole or in part by Customer. Company may assign or subcontract all or any portion of this Agreement without notice to Customer and any such assignee or subcontractor shall be entitled to the rights, benefits, privileges and protection afforded to Company under the terms of this Agreement.
- 19. ACKNOWLEDGMENT:** Customer acknowledges that this Agreement shall not take effect until Company has received a satisfactory credit report on the Customer. Customer hereby authorizes release of credit information to the Company and/or its assigns at any time during the term. Neither Company nor its contractor shall be obligated to provide monitoring service until it has received: (i) a fully executed copy of this Agreement, (ii) the completed subscriber contact list, and (iii) valid test signals from Customer's System.
- 20. ENTIRE AGREEMENT:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Company's or its contractor's duty and obligation to provide monitoring service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the parties. This Agreement can only be modified (a) in writing, signed by the parties or their duly authorized agent or (b) by written notice sent by Company to Customer, provided that customer does not object in writing within 30 days after receiving the notice. No waiver or breach of any term or condition of this Agreement shall be construed to be waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original.

Auto Check / Bank Transfer Authorization Form

I authorize Security Integrated, Inc. to electronically debit my bank account according to the terms outlined below.

I acknowledge that electronic debits against my account must comply with United States law.

Terms of billing:

One time on _____ for the amount of \$ _____.
Date

Starting on _____ and on the _____ of each month through _____ for the amount of \$ _____.
Start Date Day of Month Stop Date

Starting on _____ for the amount of \$ _____ and accordingly thereafter per the terms in invoice(s) / agreement _____.
Start Date Invoice #

Customer bank account information:

Routing Number Account Number

Account type: ☐Checking ☐Savings ☐Consumer ☐Business

This payment authorization is to remain in effect until I, _____, notify
Customer Name

Security Integrated, Inc. of its cancellation by giving written notice in enough time for the business and receiving financial institution to have a reasonable opportunity to act on it.

Please type or sign your name if you choose this option Date

Automatic Credit Card Billing Authorization Form

If you would like to enjoy the convenience of automatic billing, simply complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

Customer name: _____ Customer Account number: _____ Phone: _____

I authorize Security Integrated, Inc. to automatically bill the card listed below as specified:

Amount: _____ Frequency: ☐Weekly ☐Monthly ☐Quarterly ☐Annually

Start billing date: _____ End billing when: Customer provides written cancelation or invoice amount has been satisfied

Credit/Debit Card Information

Security Integrated, Inc. accepts the following credit/debit cards: ☐MC ☐Visa ☐AMEX ☐Discover

Credit / Debit card number: _____ Expires: _____

Name on card: _____

Card billing street address: _____ Zip Code: _____

Please type or sign your name if you choose this option

Date

Central Monitoring Station Fact Sheet

OFFICE: _____ DLR#: 0713 DATE: _____ ☐NEW ☐CHANGE

ACCOUNT #: _____

ABORT ID / VERBAL PASSWORD: _____

(FOR ACCESS TO ACCOUNT WHEN COMMUNICATING WITH THE CENTRAL MONITORING STATION, EXAMPLE: WOLF DOG -OR- BULLS)

ACCOUNT TYPE: ☐RESIDENTIAL ☐COMMERCIAL ☐COMMERCIAL FIRE

SERVICE TYPE: ☐BURGLARY ☐FIRE ☐CAMERA MONITORING ☐ELEVATOR ☐CRITICAL

☐DOOR PROPS ☐SUPERVISORY / OTHER _____

TRANSMISSION: ☐CELLULAR _____ ☐DIGITAL ☐IP _____ ☐RADIO ☐VIDEO _____

PANEL PHONE NUMBER: _____

TEST TIMER FREQUENCY: _____

PANEL TYPE: _____

FORMAT: CONTACT ID

Subscriber: _____

Address: _____

Premises Phone or Main Mobile Phone and Name:

Primary

Secondary

(ONCE AN ACTIONABLE ALARM SIGNAL IS RECEIVED CENTRAL STATION WILL CALL THE PRIMARY NUMBER FIRST THEN A SECONDARY NUMBER BEFORE NOTIFYING THE RESPONDING AGENCY. IF THERE IS NOT A SECONDARY PHONE SELECT ONE OR MORE OF THE EMERGENCY CONTACTS LISTED BELOW AS THE SECONDARY PHONE TO CONTACT BEFORE NOTIFYING THE RESPONDING AGENCY)

SUBDIVISION: _____ CROSS STREET _____

POLICE: _____ PHONE: _____

FIRE: _____ PHONE: _____

EMS: _____ PHONE: _____ OTHER: _____ PHONE: _____

SPECIAL INSTRUCTIONS:

EMERGENCY CONTACTS

After a Responding Agency has been notified, I request that one of the following parties be notified.

Check the enhanced verification contact box for any party you would prefer to be contacted prior to the responding agency.

(1) NAME OF SUBSCRIBER EMERGENCY CONTACT _____ TELEPHONE NUMBER _____ ☐ENHANCED VERIFICATION CONTACT

(2) NAME OF SUBSCRIBER EMERGENCY CONTACT _____ TELEPHONE NUMBER _____ ☐ENHANCED VERIFICATION CONTACT

(3) NAME OF SUBSCRIBER EMERGENCY CONTACT _____ TELEPHONE NUMBER _____ ☐ENHANCED VERIFICATION CONTACT

(4) NAME OF SUBSCRIBER EMERGENCY CONTACT _____ TELEPHONE NUMBER _____ ☐ENHANCED VERIFICATION CONTACT

Sales and Installation Terms Applies to Invoice: _____

1. Purchase of the System. Customer hereby agrees to buy, and Company hereby agrees to sell, at the Premises the system described above and incorporated herein for all purposes by this reference (the "System"), in accordance with the terms and conditions hereinafter set forth.

2. Purchase Price and Payment. Customer agrees to pay to Company for the System and the installation thereof the total amount shown.

3. Installation of the System. Company agrees to install or cause to be installed the System at the Premises in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation, subject to the following conditions: (a) Customer authorizes and empowers the Company to enter upon the Premises for such purpose and agrees to make the Premises available for such purpose during normal working hours (constituting 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding national holidays); (b) Customer will provide required electrical power outlets at the location or locations designated by Company for equipment requiring such power; (c) Customer will provide any communication network to which the system may be connected, including any internet, intranet, cable, transmission, or telephone lines and service (Company recommends that Customer properly install a RJ31X jack for connection of the System to Customer's telephone service); (d) Customer understands that installation will require drilling and cutting into certain parts of the Premises, which shall be identified to Customer before the work commences, and that certain wiring may be required to be exposed, although Company will attempt to conceal wiring in the furnished areas of the Premises whenever possible, and Customer agrees to provide for lifting and moving furniture or product, lifting and replacing carpeting, if required, for installation of floor mats, switches, or wiring; (e) Customer agrees to provide any labor, materials or equipment included in above list or on attachment / rider that they stated that they will provide; (f) Customer agrees to provide any replanting or soiling any area that was disturbed due to digging or trenching and/or provide any painting, patching or repair of any location within or about the Premises that must be damaged to complete the installation; and (g) Company will attempt to complete installation within 30 days following execution of this Agreement by Company, but Company expressly assumes no liability for delay in installation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, acts of God, shortages of labor or materials, magnitude or scope of the installation, or any other cause beyond the control of Company.

4. Title to the System; Risk of Loss. Customer acknowledges and agrees that title to and ownership of the System, and all component parts, shall remain the sole and exclusive property of Company until Customer has paid in full all amounts required hereunder. However, until System has been paid for in full by Customer, Customer shall bear the entire risk of loss to the System. If Customer defaults in any payment under this agreement for System, then Customer hereby authorizes and empowers Company to enter upon the Premises and to remove the System. Removal of the System shall not be deemed a waiver of Company's right to damages or to collect any payments due hereunder, and Company shall continue to have the right to enforce any legal remedy available to Company. Further, Company shall be in no way obligated to restore the Premises to its original condition or redecorate same in the event the System is removed as a result of Customer's default.

5. Limited One Year Warranty. (a) Company warrants that the System will be free from defects in material and workmanship under normal use and operating conditions for a period of one year from the date of installation. Company will repair or replace, at Company's sole option, any component of the System proven to be defective during such period without further charge to Customer. (b) Warranty Service will be furnished during Company's regular business hours of Monday - Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. Emergency Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair at the time agreed upon by Company and Customer. (c) Warranty Service excludes: existing Customer's equipment, wiring or supplies that were connected to the System, repair of the system as a result of: replacement of batteries; or damage from accident or abuse; misuse; faulty communication network, transmission, telephone or electrical connections; unauthorized repair, modification of or tampering with the System; remodeling or construction; vandalism, theft, acts of God, cosmetic damage, or other causes other than normal wear and tear. Company reserves the right to use new or reconditioned parts of similar specifications in fulfillment of this warranty, and retain any parts removed from the System. Parts required which were not defective shall be at additional cost to Customer. Company shall not be responsible for failure to render service due to causes beyond Company's control. (d) Company shall not be required to make repairs or replace any parts of the System that has been abused or not operated in accordance with instructions provided to Customer. Any other service provided shall be paid by Customer at Company's prevailing material and hourly rates.

6. DISCLAIMER OF ALL OTHER WARRANTIES. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ANY MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLD-UP OR OTHERWISE, OR THAT THE SYSTEM OR ANY MONITORING SERVICE WILL IN ALL CASES PROVIDE THE NOTIFICATION SERVICE FOR WHICH IT IS INTENDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SYSTEM OR ANY MONITORING SERVICE, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT CLIENT IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 10, 11 AND 12, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.

7. Acceptance of Installation. Customer hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

8. Not a Monitoring Contract. Customer hereby acknowledges and agrees that this Agreement is not a monitoring contract and does not provide for monitoring services to be provided by Company or any other party with respect to the System. Monitoring services to be provided to Customer with respect to the System shall be pursuant to a separate agreement to be separately negotiated by the parties, if desired. Customer acknowledges that the central station receiver telephone number is the property of Company. Upon expiration or cancellation of this Agreement, Customer will be charged for extended use and signals sent to this telephone number.

9. Company is Not an Insurer: Limitation of Liability. Customer agrees and understands that Company is not an insurer, that insurance, if any, covering personal injury, including death, and real or personal property loss or damage in, about or to the Premises shall be obtained by Customer; that COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE that the System will avert or prevent occurrences or the consequences therefrom which the System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence, a failure of Company to perform any of Company's obligations herein, including, but not limited to, any breach or failure by Company to perform under any service call or agreement, failure to reasonably respond to service requests, failure of the System, communication networks, monitoring service, or equipment to properly operate with a resulting loss to Customer because of, among other things: (a) The uncertain amount or value of Customer's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; (b) the uncertainty of the response time of the police department, fire department, paramedic unit, or others, should the police department, fire department, paramedic unit, or others, be dispatched as a result of a signal being received; (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the System to operate;

(d) the uncertain nature of occurrences which might cause injury or death to Customer or any other person which the System is designed to detect or avert or, (e) the nature of the services to be performed by Company. Consequently, Customer hereby acknowledges and agrees that Company shall not be liable for any loss or damage which may occur even if due to the active or passive sole, joint or several negligence of Company or its agents, servants, employees, suppliers or contractors, or to the improper performance of and/or failure to perform of the System, or to breach of contract, express or implied, or breach of warranty, express or implied, or by loss or damage to monitoring facilities, in excess of the maximum sum of Two Hundred Fifty Dollars (\$250.00) and this liability shall be exclusive. If Customer wishes Company to assume a greater limited liability, Customer may obtain from Company a higher limitation of liability by paying an additional charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth such additional charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

10. Third Party Indemnification. When Customer in the ordinary course has the property of others in Customer's custody or other persons are on the Premises, or the System extends to protect other persons or the property of others, Customer agrees to and shall indemnify, defend, and hold harmless Company and its employees and agents, from and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause, including Company's performance or failure to perform any of the obligations herein, Company's negligence, or a failure of the System, whether these claims are based upon negligence, express or implied warranty, contribution, indemnification, strict liability, or product liability, on the part of Company or its employees or agents.

11. Subrogation. Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in, about or to the Premises whether said claims are made by Customer, Customer's agents, or insurance company or other parties claiming under, or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify Customer's insurance carrier of the terms of this provision.

12. Limitation of Actions: Waiver of Jury Trial. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefrom. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

13. Changes in Standards and Regulations of Regulatory Agencies. Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any and all regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshall, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

14. Company's Right to File Mechanic's Lien. Customer acknowledges that Customer is aware that if Customer defaults in the performance of any of the terms or conditions of this Agreement, Company may have the right to record a Mechanic's Lien upon any property upon which Company has bestowed labor and/or furnished material or appliances or equipment, for the value of such labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any person acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Customer may be entitled to protect himself/herself/itself under applicable law against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where the Premises is located.

15. Testing. It is the responsibility of Customer to test the System for proper operation periodically, but not less than monthly. It is the responsibility of the Customer to schedule Fire System tests with the Company according to the laws and regulations of the Authority Having Jurisdiction.

16. Interest. Any amounts due Company and past due for thirty (30) days will be subject to a one and one-half percent (1.5%) interest charge each month on the unpaid balance, this being equivalent to 18% per year, or will be subject to the maximum annualized interest rate allowed by applicable law, whichever is the lesser amount.

17. Invalid Provisions. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

18. Default. In the event of default by Customer in the performance of any of the terms or conditions of this Agreement, including timely payment of any amounts due to Company, Company may pursue any one or more of the following remedies, which shall be cumulative and nonexclusive: (a) recover from Customer the total unpaid balance of the sum provided for in Paragraph 2, and any other sum provided for herein; (b) repossess the System; (c) immediately cease further work on the installation of the System; (d) terminate this Agreement by giving ten (10) days written notice to Customer; and (e) pursue any other remedy at law now or hereafter existing. In the event of a repossession of the System and resale thereof, Customer shall be responsible to Company for any deficiency remaining after Company applies the proceeds of such resale, first to all costs of repossession and resale, including, but not limited to, storage, repair, renovation, alteration, attorneys' fees, collection costs and commissions, and then to the unpaid amount due hereunder.

19. Compliance With Laws. Customer agrees to use the System strictly in compliance with all applicable laws and regulations. Company assumes no responsibility for any unlawful activity on Customer's part. Should Customer's unlawful activity subject Company to any civil or criminal liability for any reason, Customer agrees to indemnify, defend and hold harmless Company from any such potential or actual liability, including payment of all attorney's fees and court costs related to such matters.

20. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original.