



# Security Order

## SUPERIOR ALARMS

www.superioralarms.com

600 Ash Avenue  
PO Drawer 3097  
McAllen, Texas 78502

McAllen: 956-682-6005  
Toll Free: 800-580-6001  
Fax: 956-213-1179

State License B-4881  
Fire License ACR-86318-816

A: 41718

Submitted To:	Name: <u>Margarita Gonzalez</u>	Name: <u>Fred</u>
	Company Name: <u>Hidalgo County WIC</u>	Company Name: _____
	Street: <u>3105 W. University</u>	Street: <u>3105 E. Richardson</u>
	City: <u>Edinburg</u>	City: <u>Edinburg</u>
	State/Zip: <u>TX</u>	State/Zip: <u>TX</u>
	Home/Cell #'s: <u>381-4646</u>	Home/Cell #'s: <u>380-0363</u>
Email: _____	Email: _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of a Superior Alarms Installation to include the following:

### Security System

<input type="checkbox"/> Control Panel with Built-in Communicator and Battery Back-up Part# _____	<input type="checkbox"/> Hardwire Door Contact	<input type="checkbox"/> Motion Detectors Part# _____
<input type="checkbox"/> LED Keypads	<input type="checkbox"/> Wireless Door Transmitters Color _____	<input type="checkbox"/> Glass Breakage Detector
<input type="checkbox"/> LCD Keypads	<input type="checkbox"/> Hardwire Window Contact	<input type="checkbox"/> Wireless Receiver Part# _____
<input type="checkbox"/> Exterior Siren	<input type="checkbox"/> Wireless Window Transmitters Color _____	<input type="checkbox"/> Wireless Keyfobs Part# _____
<input type="checkbox"/> Interior Siren	<input type="checkbox"/> Overhead Door Contact	

One (1) Year warranty on all parts and labor.

**Security System Total \$** \_\_\_\_\_

### Fire System

<input type="checkbox"/> Smoke Detectors Part# _____	<input type="checkbox"/> Interior Warning Horns Part# _____	<input type="checkbox"/> Heat Sensors 135° _____ 190° _____
---	--	--

**Fire System Total \$** \_\_\_\_\_

### 24 Hour Central Station Monitoring Services

Per Month Burglary     Per Month Fire

6-monthly monitoring @ 15.00    **Monitoring Total \$** 90.00

### System Options

Cell     Digicell     Analog Phone\*    \$ \_\_\_\_\_

Text ( \_\_\_\_\_ per phone)    \$ \_\_\_\_\_

Initial: \_\_\_\_\_ Accept /  Decline

**Options Total \$** \_\_\_\_\_

\*Some alarm systems report signals to our UL Listed Central Monitoring Station via regular analog telephone lines. If you choose a digital telephone provider that provides VOIP service or should your phone lines become disconnected, damaged or cut, your alarm system WILL NOT report to our Central Station. We recommend the use of one of our Cellular Back-up Solutions. These Cellular Back-up Solutions will provide an alternate communication path and will notify our Central Station of an alarm should you choose to

### Miscellaneous Work

Quantity	Description	Unit Cost	Total
<h1>Security</h1>			



# Security Order

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McAllen: 956-682-6005  
Toll Free: 800-580-6001  
Fax: 956-213-1179

State License B-4881  
Fire License ACR-86318-816

**Submitted To:**

Name: Margarita Gonzalez

Company Name: Hidalgo County WTC

Street: 3105 W. University Dr.

City: Edinburg

State/Zip: TX 78539

Home/Cell #'s: \_\_\_\_\_

Email: \_\_\_\_\_

**Work Location:**

Name: Fred

Company Name: Hidalgo County

Street: 3105 E. Richardson

City: Edinburg

State/Zip: TX

Home/Cell #'s: 380-0363

Email: \_\_\_\_\_

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of a Superior Alarms Installation to include the following:

### Security System

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Control Panel with Built-in Communicator and Battery Back-up<br>Part# _____ | <input type="checkbox"/> Hardwire Door Contact                       | <input type="checkbox"/> Motion Detectors<br>Part# _____  |
| <input type="checkbox"/> LED Keypads _____   | <input type="checkbox"/> Wireless Door Transmitters<br>Color _____   | <input type="checkbox"/> Glass Breakage Detector          |
| <input type="checkbox"/> LCD Keypads _____   | <input type="checkbox"/> Hardwire Window Contact                     | <input type="checkbox"/> Wireless Receiver<br>Part# _____ |
| <input type="checkbox"/> Exterior Siren  | <input type="checkbox"/> Wireless Window Transmitters<br>Color _____ | <input type="checkbox"/> Wireless Keyfobs<br>Part# _____  |
| <input type="checkbox"/> Interior Siren  | <input type="checkbox"/> Overhead Door Contact                       |   |

One (1) Year warranty on all parts and labor.

**Security System Total \$**

### Fire System

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Smoke Detectors<br>Part# _____ | <input type="checkbox"/> Interior Warning Horns<br>Part# _____ | <input type="checkbox"/> Heat Sensors<br>135° _____ 190° _____ |
|---|--|--|

**Fire System Total \$**

### 24 Hour Central Station Monitoring Services

- Per Month Burglary  Per Month Fire

6-monthly monitoring @ 25.00 Monitoring Total \$ 150.00

### System Options

- Cell  Digicell  Analog Phone\* \$ \_\_\_\_\_
- Text ( \_\_\_\_\_ per phone) \$ \_\_\_\_\_

Initial: \_\_\_\_\_ Accept  Decline

**Options Total \$**

\*Some alarm systems report signals to our UL Listed Central Monitoring Station via regular analog telephone lines. If you choose a digital telephone provider that provides VOIP service or should your phone lines become disconnected, damaged or cut, your alarm system WILL NOT report to our Central Station. We recommend the use of one of our Cellular Back-up Solutions. These Cellular Back-up Solutions will provide an alternate communication path and will notify our Central Station of an alarm should you choose to

### Miscellaneous Work

Quantity	Description	Unit Cost	Total
1	Fire Dialer		496.00
1	Labor to connect to health dept. Fire Panel		65.00
	<b>FIRE</b>		

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_ COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Flor

**SUBSCRIBER**

Hidalgo County WTC  
 NAME 3105 W. University Dr.  
 ADDRESS Edinburg, TX 78539  
 CITY Edinburg STATE TX SUITE/APT. NO. 78539  
 ZIP CODE 78539  
 TEL. NO. ( ) 380-0363 ( ) \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ S. S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY**

## Superior Alarms

600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 213-1179

**LOCATION OF ALARM DEVICES**

Physical Address 3105 E. Richardson City Edinburg State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**

Fire  Hold-up  Burglar  Panic  Low Battery  Medical  Close  Open  Other \_\_\_\_\_

**TYPE OF INSTALLATION**

Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
_____	Local Police Department	_____	( ) _____
_____	Local Fire Department	<u>Edinburg Fire Dept</u>	( ) _____
_____	Other	_____	( ) _____
_____	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
<u>1 Marissa Sanchez</u>	<u>(956) 647-3562</u>	( ) _____	_____
<u>2 Martha Flores</u>	<u>(956) 624-2764</u>	( ) _____	_____
<u>3 Fred Martinez</u>	<u>(956) 802-9817</u>	( ) _____	_____
<u>4</u>	( ) _____	( ) _____	_____
<u>5</u>	( ) _____	( ) _____	_____

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_

Mailed to: \_\_\_\_\_

Activity Report  Yes  No  Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee \$ 300.00 + tax  
6 No. of payments equal payments of \$ 150.00 each payable semi on the 15th day of \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_ COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Flor

**SUBSCRIBER**

Name: Hidalgo County WTC  
 Address: 3105 W. University  
Edinburg, TX 78539  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 TEL. NO. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY**

**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 213-1179

**LOCATION OF ALARM DEVICES**  
 Physical Address 3105 E. Richardson City Edinburg State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**

Fire  Hold-up  Burglar  Panic  Low Battery  Medical  Close  Open  Other \_\_\_\_\_

**TYPE OF INSTALLATION**

Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
_____	Local Police Department	<u>Edinburg P.D.</u>	( ) _____
_____	Local Fire Department	_____	( ) _____
_____	Other	_____	( ) _____
_____	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	<u>Fred Martinez</u>	<u>802-9817 (M)</u>	( ) _____	_____
2	_____	( ) _____	( ) _____	_____
3	_____	( ) _____	( ) _____	_____
4	_____	( ) _____	( ) _____	_____
5	_____	( ) _____	( ) _____	_____

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_

Mailed to: \_\_\_\_\_

Activity Report  Yes  No  Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee \$ 180<sup>00</sup> + tax  
6 No. of payments equal payments of \$ 90<sup>00</sup> each payable semi on the 15<sup>th</sup> day of \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_ COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Jim [Signature]

**SUBSCRIBER**

NAME: Ardaigo County WIC Program  
 ADDRESS: 3105 W. University Dr.  
 CITY: Edinburg STATE: TX ZIP CODE: 78559

TEL. NO. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY**

**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 213-1179

**LOCATION OF ALARM DEVICES**  
 Physical Address 3513 E. Main City Alton State TX Zip 78513  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**

Fire  Hold-up  Burglar  Panic  Low Battery  Medical  Close  Open  Other \_\_\_\_\_

**TYPE OF INSTALLATION**

Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
_____	Local Police Department	<u>Alton P.D.</u>	( ) _____
_____	Local Fire Department	_____	( ) _____
_____	Other	_____	( ) _____
_____	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3	<u>* See exhibit A *</u>			
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

Activity Report  Yes  No  Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 15.00 each payable monthly on the 1st day of \_\_\_\_\_

# TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

## I. Introduction/Overview

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement:

## II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in print, of the names and telephone numbers (hereinafter called a "list") in the singular, and "holders" in the plural of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition, nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement, and Company disclaims (and Subscriber accepts) that Company is disclaiming any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"), provided, however that Company shall have absolute discretion to determine what appropriate local authorities are to be notified depending on the alarm condition reported; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. The Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information requested of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required for Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm device of Subscriber which monitors the occurrence of Conditions Monitored.

## III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees - Terms - Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. Payment of the fee is not to be paid within 10 days after due. Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount due, to, whenever more.

B. This Agreement shall be for the initial term set forth in the heading "Fees - Terms - Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and payment schedule) as the original term, unless Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of the initial term of the renewal period of this Agreement, as applicable. If, for any renewed period after the initial term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the term, and the expiration of this Agreement, with respect to the next renewal period; and if the Agreement is not so accepted by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period, and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due, (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of the fee, and (iii) if Subscriber shall fail to cure such failure within ten (10) days after written notice thereof to Subscriber, or (iv) if the event permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of the above events of default, Company shall have the right, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the service to the Subscriber and recover from the Subscriber the cost of disbursement of the fee due from Subscriber and all other fees and damage with Company may suffer reason of such termination, including the cost of disbursement of the Service to Subscriber or (ii) recover these matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuant to Company of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any of the terms, provisions and covenants of this Agreement. Forfeiture by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

## IV. Limitation Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof, and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (including an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm device become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impractical. This Company has and assumes no liability for interruption of service due to strike, floods, fire, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Subscriber shall not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to Company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system, and Company assumes no liability for delays caused by said system regardless of where such failure is located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any losses as hereinafter defined, with false alarms or emergency signals. Company may, after written notice to Subscriber, recover Subscriber to pay a reasonable charge (or processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber).

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTEE THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph 2 (b). Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT, IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things: (1) the uncertain amount of value of a Subscriber'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 Service is designed to protect or avert; (2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE,

ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person standing through Subscriber or any other third party, makes any claim or commences any action against Company resulting in any manner to the Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

## ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

## SUBSCRIBER

### V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be required by written notice given by Company to Subscriber. Subscriber, further, covenants and agrees that (i) any such assignment or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of the subscriber under this Agreement; (ii) such subcontractor or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's; (iii) after or assignment, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement or claim of whatever nature, singular or plural, arising by reason of breach of this Agreement or otherwise which Subscriber may not or hereinafter have against Company; Subscriber, however, he right to have recourse directly against Company on account of any Subscriber, then Company shall be released from and after the date of such Assignment of this Agreement and give written notice thereof to Subscriber (such provision not altering the provisions of clause (ii) above) and (iv) Subscriber shall incur and be liable to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

### VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or by wire, telegram, teletype or other form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the front page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when received by the Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber shall be deemed to be given when mailed or received by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such notices as so addressed and mailed shall be deemed to be given when mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and supersedes all prior agreements, communications, correspondence, negotiations, negotiations and discussions between them except that all acknowledgments, representations and warranties made to the parties in connection with the negotiation and delivery of this Agreement, including the Sections of this Agreement have been used for convenience of reference only and shall not modify, define, limit or expand the legal rights and obligations of the parties under this Agreement. The content of this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the case may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the front page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits attached to this Agreement shall have the same meaning throughout this Agreement and made a part of this Agreement as set forth in full herein. Each individual signatory of this Agreement warrants and warrants to indemnify any party who is not a party to this Agreement to the extent of the capacity stated and as an act of the entity for which he signs. This is of the essence of the agreement and understanding between the parties as to the act of the entity for which he signs. Invalidation of this Agreement shall be void and unenforceable under any provision of the Agreement as here stated, and the Agreement shall be construed and enforced as if such invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance herefrom. Furthermore, in the event of such invalid, illegal or unenforceable provision, the same shall be automatically added as a part of the Agreement as provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. The agreement may be enforced in any court of competent jurisdiction, which of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whichever Company is entitled to consent to any act, matter or thing, "with or without cause" or "wherever in the Agreement any act, matter or thing is to be "satisfactory to Company," "acceptable to Company," "approved by Company," or words of similar import, or whenever it is to be "granted discretion," such discretion, consent, approval or satisfaction for lack thereof may be withheld or exercised by Company as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal or to a substitution by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the front page of this Agreement by a duly authorized representative of Company. The Agreement may only be altered or modified by a document in writing signed by both parties hereto.



600 Ash Avenue- P.O. Drawer 3097  
McAllen, TX 78501  
State Lic. B4881 - Fire Lic. ACR-86318-816  
Tel. (956) 682-6005 - Fax 213-1147

*We send the police there in a hurry!*

June 18<sup>th</sup>, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo  
2802 South Business Highway 281  
Edinburg, Texas 78539  
956-318-2626

Superior Alarms  
600 Ash Avenue  
McAllen, Texas 78501  
800-580-6001

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
President