

14.

Purchasing Dept:
Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

approved 1-2
A. AI-29279 1. Approval of an **Amendment** to Contract #C-08-195-11-18 (*aka* E-10-355-10-12 extension of 1 year by CC-9-29-09) to add to the Contract by reference Exhibit A-the sixty (60) day grace period extension clause-detailed in the requirements and scope of services of the Request For Proposals;

2. Requesting approval of the sixty (60) day grace period extension to the current contract with Alamo Insurance Group, Inc. pursuant to the Amendment approved herein/above so as to have no lapse in services while the procurement process is completed.

approved 1-2
B. AI-29252 1. Requesting authority to surplus the approximate amounts of 82,000 cubic yards of FILL DIRT/Loose material from So. McColl Offsite Drain located at intersection of McColl Rd. and Thomas Rd. for the purposes of disposition through sealed bids (for sale or exchange) in connection with on-going "Precinct No. 2 Drainage Improvements Project" #2011-285-OGG;(as approximated by R. Gutierrez Engineering)

2. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Fill Dirt/Loose materials to be Excavated" as described in section (A) in connection with the "Precinct No. 2 Drainage Improvements" project #2011-285 OGG

approved
C. AI-29213 Acceptance and approval of training services proposal submitted by (WCT) World Class Training for "Commitment To Excellence" for the provision of services for WIC employees at the annual Employee Appreciation Event on Friday, December 16, 2011 including authority for County Judge or Court member to sign document/proposal as required by WCT.

approved
D. AI-29228 **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011

approved
E. AI-29224 Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for: 1. Emergency Management 2. Fire Marshall

approved
F. AI-29130 Ms. Yolanda Chapa, Chief Administrator, County Judge's Office is formally requesting the removal of the following fixed asset from the inventory:

40530	Dell Optiplex GX60D	753FM21
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approved
G. AI-29253 Authority to exercise the one (1) year extension option as provided under current contract for Lease of Office Space in the City of Weslaco for the WIC Program, under the same rates, terms, and conditions with GBB Rentals, LTD.

approved
H. AI-29245 **John Austin Peña Primary Care and Substance Abuse Facility:**
Requesting approval & authority to enter into a (1) year fire alarm monitoring services and execute required commercial alarm monitoring agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #325-09 through the following requisition #204815. effective upon approval

Location	Conditions Monitored	Annual Fee	Account Number
3341 E Richardson Rd. Edinburg, TX 78539	Fire Alarm Monitoring	\$240.00	1-1100-415-00-115-002-0-841

approved
I. AI-29231 Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications, etc.) as attached hereto for a request for bids for "Lease of A Tract of Land for H.C. Precinct No. 2", including re-advertising project if no bids received and department requires/desires to do so-RFB No : 2011-284-CGA.

approved
J. AI-29239 Acceptance and approval of request for payment on the following invoice(s)/projects submitted by Javier Hinojosa Engineering, contracted project engineer:

AI-29245
CC CONSENT

14. H.

Meeting Date: 10/25/2011

Submitted For: Martha L. Salazar

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

John Austin Peña Primary Care and Substance Abuse Facility:

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BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-00-115-002-0-841

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available through Requisition#204815 in the amount of \$240.00 as of 10/20/11 for Superior Alarms.

Attachments

Superior Alarm Requisition Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/20/2011 04:12 PM
Budget & Management	Merlen P. Munoz	10/20/2011 04:13 PM
Erika Zamora	Erika Zamora	10/20/2011 04:28 PM
Auditor's Office	Angela Garcia	10/21/2011 10:12 AM
Form Started By: Matilde Faz		Started On: 10/19/2011 03:57 PM
Final Approval Date: 10/21/2011		



600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Friday, October 21, 2011

Hidalgo County
John Austin Pena Primary Care and Substance Abuse Facility
3341 E. Richardson Rd.
Edinburg Texas ,78539

Re: Fire Alarm Monitoring

Qty	Description	Price Per Month
12 MONTHS	FIRE ALARM MONITORING	\$ 20.00
	Grand Total (Yearly)	\$ 240.00 Tax Exempt

TEXAS BUYBOARD CONTRACT #:325-09

ACCEPTANCE OF PROPOSAL

We agree to the above system design and authorize Superior Alarms to begin work. We also agree to a commercial sales agreement. Hidalgo County is responsible for providing two (2) analog phone lines to monitor the fire alarm system

Hon. Ramon Garcia

10/25/11



Authorization

_____ Date

Approved by Commissioners' Court

on 10/25/11 RW

Sincerely,

Benson Sta. Maria



600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

Client: HIDALGO COUNTY JOHN AUSTIN PENA
PRIMARY CARE Representative: BENSON STA. MARIA

City Alarm Permit Acknowledgement

Brownsville, Harlingen, Hidalgo, McAllen, Mission, Pharr, Rio Grande City, & Weslaco

If you live in any of the cities listed above, you are REQUIRED to register your alarm with the Police Department. Contact your local police department for details. Failure to register your alarm or excessive false alarms may result in a fine from your local police department.

Signature: _____ Date: _____

If the Client is going to file the permit with the city client shall initial here: _____

Client acknowledges receipt of their city's alarm ordinance: _____

Client acknowledges receipt of the Superior Alarms false alarm prevention guide: _____

Cellular Communication Option

Your alarm system reports signals to our U.L. Listed Central Monitoring Station via regular analog telephone lines. If you chose 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 our one of our Cellular Back-up solutions. Our Cellular Back-up solutions will provide an alternate communication path and will notify our Central Station should you choose to use a VOIP telephone line provider or in the event your telephone line becomes cut or disconnected.

Check one of the following:

_____ **XT-30CELL: \$165 + sales tax**

_____ **Full Data Digicell (Lease only): \$150**

Monthly Monitoring fee: \$30 + sales tax per month

Accept: _____

Decline: *Ramon Garcia*

Date: _____

Date: 10/25/11

Approved by Commissioners' Court
on 10/25/11 (w)

Part # / Vendor	Description	Qty	Unit	Price	
Monitoring Superior Alarms	Monthly Rate for Monitoring Security and Fire Systems with agreement.	<input type="text"/>	EA	\$20.00	Add

Item Information:

Part Number: Monitoring
Reference Number: 325-09
Description: Monthly Rate for Monitoring Security and Fire Systems with agreement.
Manufacturer: Various
Vendor: Superior Alarms
Pkg. Weight: EA
Price: \$20.00

Extended Description:

Monthly Rate for Monitoring Security and Fire Systems with agreement.

[Back](#)[\[Log Out \]](#)

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COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER _____ COMMUNICATOR MAKE & MODEL DATE ON LINE _____ DEALER BENSON STA MARIA

SUBSCRIBER
HIDALGO COUNTY JOHN AUSTIN PENA PRIMARY CARE
 NAME 3341 E. RICHARDSON RD
 ADDRESS EDINBURG STREET TEXAS SUITE/APT. NO. 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 _____ City _____ State _____ 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
1		()	()	
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							

Activity Report Yes No Monthly

Early Open Allowance _____
 Late Open Allowance _____
 Late Close Allowance _____
 Mailed to: _____

FEES • TERMS • PAYMENTS

INITIAL TERM: 1 yr. ~~3 Year(s)~~
 Annual Fee \$ 240.00 + tax
1 No. of payments equal payments of \$ 240.00, each payable ANNUAL on the 1 day of NOV 1, 2011, beginning NOV 1, 2011, and continuing regularly and ANNUAL thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER _____ DATE _____

ACCEPTED:
 By _____ Title _____
 Date _____
 For Office Use Only Typed by _____ Checked by _____

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY

Monitoring Information Approved By _____ Date _____
 Monitoring Information Entered By _____ Date _____
 Billing Information Completed By _____ Date _____
 Billing Information Entered By _____ Date _____
 Form Filed in Customer File By _____ Date _____

Approved by: _____
 Date _____

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

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 order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" 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 which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided: 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. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required 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 of 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 devices 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. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or \$5.00, whichever is 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 method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next 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 period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled 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 installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then 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. Pursuit by 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 remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance 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 on 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 (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will 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 be 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 respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for 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 GUARANTY 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 E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. **COMPANY MAKES NO GUARANTY, 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 ANY 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**

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 OF 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 claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this 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 ENTER INTO 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 requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) above) and, (iv) Subscriber shall execute and deliver 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 sent by telex, telegram, telecopy or other similar 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 first 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 so 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 for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed 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 invoices so addressed and mailed shall be deemed to be given when so 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 or