

**Requisition
W.I.C. PROGRAM**

Req # 00168229

PO # 637400

Date: 01/07/10

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
9.00	MONTH	OPEN P.O., FOR BURGLARY MONITORING FOR WIC CLINIC DO NOT DUPLICATE ORDER		
9.00	MONTH	SECURITY FOR MONITORING SERVICES FOR THE FOLLOWING LOCATIONS FOR BURGLARY, PANIC & LOW BATTERY ALAMO WIC 1215, 313 E. BUSINESS 83, *****MCALLEN WIC 1230, 3001 N. 23RD, AGREEMENT FOR 3 YRS.***** LAS MILPAS 1211, 7013 S. CAGE, MCALLEN 1218, 220 S, BICENTENNIAL, FOR CLINICS @ 10.00 X 6 CLINICS = 60.00 ANNEX STORAGE BUILDING 3109 W. UNIVERSITY DR., PHARR WIC CLINIC II 926 W. SAM HOUSTON STE. 3 JAN THRU SEPT. 2010	60.00	540.00
9.00	MONTH	SECURITY MONITORING FOR BURGLAR, PANIC & LOW BATTERY MCALLEN #1, 300 E. HACKBERRY, EDINBURG, 1219, 113 DAWSON, CO. 3105 W. UNIVERSITY, ALTON WIC 1214, 3513 E. MAIN, 15.00/MONTHLY X 4 CLINICS = 60.00 JAN.THRU SEPT. 2010 11/30/10 liq. p.o. closeout fy2010 grant b#7520 lg	60.00	540.00
1.00		Account No _____	Encumbrance	
		0-1292-441-00-350-001-0-413	1,080.00	
			Freight	.00
			Total	1,080.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-20183

11. D.

CC CONSENT

Meeting Date: 03/12/2010

Submitted For: Marty Salazar

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

1. 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 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, 2010.

2. Requesting approval & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the (WIC) Women, Infant & Children Department for the following locations, effective 1/1/2010-12/31/2010;

Requisition	Location	Conditions Monitored	Lease Term	Monthly	Account Number
168229	220 S. Bicentennial #D, Mcallen, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	313 E. Business 83, Alamo, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	7013 S. Cage Ste. C, Pharr, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	300 E. Hackberry, Mcallen, TX	Burglar, Panic & Low Battery	1 year	\$15.00	01292441003500010413
168229	1 MW Shary Rd. 5M Line, Alton, TX	Burglar, Panic & Low Battery	1 year	\$15.00	01292441003500010413
168229	3109 W. University, Edinburg, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	113 Dawson, Edinburg, TX	Burglar & Panic	1 year	\$15.00	01292441003500010413

168229	3001 N. 23rd Ste. 8, Mcallen, TX	Burglar, Panic & Low Battery	3 years	\$10.00	01292441003500010413
168229	926 W. Sam Houston Ste. #3, Pharr, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	3105 W. University, Edinburg, TX	Burglar, Panic & Low Battery	1 year	\$15.00	01292441003500010413

3. Requesting approval & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the Texas Department Highway Patrol for the following locations, effective 1/1/2010-12/31/2010;

169707	2812 S. International Blvd. Weslaco, TX front & rear of the building	Burglar, Panic & Low Battery	\$10.00/month	01100421001150270413
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BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1292-441-00-350-001-0-413

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req #168229-Amount available as of 3-4-10 \$1,080.00 for Superior Alarms

FISCAL YEAR: 2010

ACCT. #: 0-1100-421-00-115-027-0-413

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req #169707-Amount available \$240.00 for Superior Alarms as of 3-4-10.

Attachments

[TASB Amerx](#)

[Superior Alarms WIC](#)

[Superior Alarms Terms & Conditions](#)

[Superior Alarms DPS](#)

[Coop Vendor's List](#)

Form Review

Inbox

Purchasing - Internal

Budget & Management

Reviewed By

Marty Salazar

Erika Zamora

Date

03/04/2010 01:57 PM

03/04/2010 02:02 PM

Ivan Cantu

Auditor's Office

Form Started By: Matilde Faz

Final Approval Date: 03/05/2010

Ivan Cantu

03/04/2010 02:44 PM

03/05/2010 04:28 PM

Started On: 03/02/2010 01:40 PM

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 551485 COMMUNICATOR MAKE & MODEL DATE ON LINE _____ DEALER Pulse

SUBSCRIBER

NAME Hidalgo Co. WLU Program
 ADDRESS 3105 W. University
Edinburg TX 78539
 CITY STATE ZIP CODE
 TEL. NO. (937) 316-1434
 FAX NO. _____ S.S. NO. _____
 TDL# _____

COMPANY

Superior Alarms
 600 Ash Avenue, McAllen, TX 78501
 Ph. (956) 682-6005
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES
 Physical Address 113 Dawson City Edinburg State TX Zip _____
 Directions to Subscriber's Location: _____

CONDITIONS MONITORED

Fire Hold-up Burglar Panic Low Batt 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		()	()	
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								Early Open Allowance _____
CLOSE								Late Open Allowance _____
								Late Close Allowance _____

Mailed to: _____

Activity Report Yes No Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 1 Year(s) Annual Fee \$ 180.00 + tax
12 No. of payments equal payments of \$ 15.00, each payable monthly on the 1st day of Jan, Feb, March, beginning Jan 1, 10, and continuing regularly and monthly 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 REV. A

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

HERE SIGN

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

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 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 to (i) 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, called 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 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 called the "fee") set forth under heading "Fees + Term + 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 + Term + 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 the 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 which Company may suffer by 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 reasonably 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 system 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 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, for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that the Service is not intended to provide insurance coverage.

COMPANY MAKES NO WARRANTY, REPRESENTATION OR GUARANTY, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SERVICE WILL 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 NEGLIGENCE OF 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.

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 detect 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 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.**

ACKNOWLEDGEMENT 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. 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 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 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 party or equipment, and any communication so delivered in person shall be deemed to be given when received 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 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 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 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 party or equipment, and any communication so delivered in person shall be deemed to be given when received 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, 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 shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenience reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits, associated hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full hereon. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, 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 illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, with or without cause, or whenever in this 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 in this Agreement Company is entitled to act or not to act in its sole discretion or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or 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 to or to adjudication by courts of law or otherwise.

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

SIGN
HERE