



Subscriber: HIDALGO COUNTY SHERIFF

Account #: _____ J #: _____

SUPERIOR ALARMS
 600 Ash Avenue
 McAllen, TX 78501
 (956) 682-6005

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 9/15/2022

Subscriber's Name: HIDALGO COUNTY SHERIFF DEPARTMENT

Telephone No.: 956-381-7930

Address: 12401 Vicksburg Dr Edinburg TX 78541

Cell Phone No.: _____

1. SUPERIOR ALARMS (hereinafter referred to as "SUPERIOR" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Purchase Price: \$ 1,584.00 Approximate date work to begin 10/1/2022
 Taxes: \$ 0.00 Estimated date work to be substantially completed 10/1/2022
 Total: \$ 1,584.00
 Down Payment: \$ 0.00
 Balance due upon completion of installation: \$ 1,584.00

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- Monitoring Center Services Service Inspection Remote Subscriber Access/Cameras
- Access Control Administration Alarm Signal Verification Self-Monitoring Open/Close & Reports
- Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SUPERIOR:** Provided Subscriber performs this agreement for the full term, upon termination SUPERIOR shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SUPERIOR is the intellectual property of SUPERIOR and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SUPERIOR. SUPERIOR's signs and decals remain the property of SUPERIOR and must be removed upon termination of this agreement.

4 CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay SUPERIOR:

(i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ 30.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

(i) Subscriber agrees to pay SUPERIOR on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay SUPERIOR for all parts and labor at time of service. Subscriber is not obligated to call SUPERIOR for per call service and SUPERIOR is under no duty to provide service except its warranty service during warranty period. Service by anyone other than SUPERIOR during warranty period relieves SUPERIOR of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option:** _____

(ii) Subscriber agrees to pay SUPERIOR for service of the security equipment the sum of \$ _____ per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay SUPERIOR \$ _____ per month for the term of this agreement for inspection service. If this option is selected SUPERIOR will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to ensure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. It is Subscriber's responsibility to reschedule or permit access for inspection. Testing at inspection ensures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which SUPERIOR has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay SUPERIOR the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, SUPERIOR or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by SUPERIOR or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement. Select remote access / video / audio services to be provided:
 Recording Device Monitoring Center Remote Video / Audio Monitoring for Live Streaming
 Video Clips Monitored Upon Alarm Activation On Verification Recorded Video Clips
 Cloud Service Data Storage and Retrieval Remote Access By Subscriber
 Video Data to Subscriber's Smart Phone Self-Monitoring Audio Other (describe): _____

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement. Select Access Control Administration services to be provided:
 Remote Access Administration On-Site Administration Data Storage Data Backup

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(h) **SELF-MONITORING:** Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

(i) **OPEN/CLOSE MONITORING SERVICES & REPORTS:** Subscriber agrees to pay SUPERIOR the sum of \$_____ per month for the term of this agreement, for open/close monitoring services. Subscriber agrees to furnish SUPERIOR with a written open/close time schedule, response instructions, if any, and an email address for activity reports.
Check Services Provided:
 Log Only (no report) Supervised (action outside specified time) Activity Report

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew for like terms thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SUPERIOR shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. SUPERIOR may invoice Subscriber in advance monthly, quarter-annually, semi-annually or annually at SUPERIOR's option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, SUPERIOR or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SUPERIOR. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SUPERIOR or SUPERIOR's designee Monitoring Center and SUPERIOR does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SUPERIOR and are not maintained by SUPERIOR except SUPERIOR may own the radio network, and SUPERIOR shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SUPERIOR with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, SUPERIOR will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SUPERIOR's notification obligation. All changes and revisions shall be supplied to SUPERIOR in writing. Subscriber authorizes SUPERIOR to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests SUPERIOR to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SUPERIOR SUPERIOR's then prevailing rates at the time for each such service. SUPERIOR may, without prior notice, suspend or terminate its services, in SUPERIOR's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SUPERIOR.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and SUPERIOR shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SUPERIOR's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SUPERIOR, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by SUPERIOR or Subscriber's Internet or wireless connection device which is compatible with SUPERIOR's remote services. SUPERIOR will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which SUPERIOR has no control. The remote services server is provided either by SUPERIOR or a third party. SUPERIOR shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SUPERIOR shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and SUPERIOR shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SUPERIOR does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electrical current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SUPERIOR will authorize Subscriber access. SUPERIOR is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SUPERIOR shall have no liability for such third party unauthorized access. SUPERIOR is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SUPERIOR is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service SUPERIOR or its designee shall store and/or backup data received from Subscriber's system for a period of one year. SUPERIOR shall have no liability for data corruption or inability to retrieve data even if caused by SUPERIOR's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SUPERIOR and SUPERIOR has no responsibility for such access or IP address service. SUPERIOR shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SUPERIOR will maintain the data base for the operation of the Access Control System. Subscriber will advise SUPERIOR of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SUPERIOR regarding personnel access must be in writing via email or fax to addresses designated by SUPERIOR. SUPERIOR shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SUPERIOR shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, SUPERIOR shall store data received from Subscriber's system for one year. SUPERIOR shall have no liability for data corruption or inability to retrieve data even if caused by SUPERIOR's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SUPERIOR and SUPERIOR has no responsibility for such access or IP address service. If system has remote access SUPERIOR is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SUPERIOR shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. SUPERIOR has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. INTENTIONALLY LEFT BLANK

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, SUPERIOR agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. SUPERIOR reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SUPERIOR is not the manufacturer of the equipment and other than SUPERIOR's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, SUPERIOR makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SUPERIOR shall not be liable for consequential damages.** SUPERIOR does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **SUPERIOR expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SUPERIOR. Subscriber acknowledges that any affirmation of fact or promise made by SUPERIOR shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SUPERIOR's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SUPERIOR has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SUPERIOR's breach of this agreement or negligence to any degree under this agreement is to require SUPERIOR to repair or replace, at SUPERIOR's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SUPERIOR will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SUPERIOR shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electrical failure, strikes, walk-outs, war, acts of God, or other causes, including SUPERIOR's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SUPERIOR, SUPERIOR shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SUPERIOR the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SUPERIOR on less than 24 hour notice to SUPERIOR. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SUPERIOR, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should SUPERIOR be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SUPERIOR for such service or material.

15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify SUPERIOR if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. SUPERIOR shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SUPERIOR shall, during the warranty or repair service plan period, service the security equipment to the best of its ability, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SUPERIOR of any defect, error or omission in the security equipment. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SUPERIOR, evidencing that warranty service was requested by Subscriber.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SUPERIOR's written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: SUPERIOR is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SUPERIOR's sole discretion for the installation and service of the security system, and SUPERIOR shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SUPERIOR.

19. LIEN LAW: SUPERIOR or any subcontractor engaged by SUPERIOR to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: SUBSCRIBER AGREES TO DEFEND, ADVANCE EXPENSES FOR LITIGATION AND ARBITRATION, INCLUDING INVESTIGATION, LEGAL AND EXPERT WITNESS FEES, INDEMNIFY AND HOLD HARMLESS SUPERIOR, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD-PARTIES OR BY SUBSCRIBER, INCLUDING REASONABLE ATTORNEY'S FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY SUPERIOR'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER OR IN FURTHERANCE OF THIS AGREEMENT. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SUPERIOR or SUPERIOR's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SUPERIOR, which shall not unreasonably be withheld. SUPERIOR shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: SUPERIOR AND SUBSCRIBER AGREE THAT SUPERIOR IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. THE SECURITY SYSTEM, EQUIPMENT, AND SUPERIOR'S SERVICES ARE DESIGNED TO DETECT AND REDUCE CERTAIN RISKS OF LOSS, THOUGH SUPERIOR DOES NOT GUARANTEE THAT NO LOSS OR DAMAGE WILL OCCUR. SUPERIOR is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SUPERIOR's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty.

22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SUPERIOR is named as additional insured and which shall cover any loss or damage SUPERIOR's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or SUPERIOR's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SUPERIOR shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SUPERIOR and its subcontractors for loss or damages caused by perils intended to be detected by SUPERIOR's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SUPERIOR AS A RESULT OF SUPERIOR'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SUPERIOR'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SUPERIOR'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$1,000.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SUPERIOR'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SUPERIOR'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

Subscriber to Initial:

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: THE PARTIES AGREE THAT DUE TO THE NATURE OF THE SERVICES TO BE PROVIDED BY SUPERIOR, THE PAYMENTS TO BE MADE BY THE SUBSCRIBER FOR THE TERM OF THIS AGREEMENT FORM AN INTEGRAL PART OF SUPERIOR'S ANTICIPATED PROFITS; THAT IN THE EVENT OF SUBSCRIBER'S DEFAULT IT WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO FIX SUPERIOR'S ACTUAL DAMAGES. THEREFORE, IN THE EVENT SUBSCRIBER DEFAULTS IN ANY PAYMENT OR CHARGES TO BE PAID TO SUPERIOR, SUBSCRIBER SHALL BE IMMEDIATELY LIABLE FOR ANY UNPAID INSTALLATION AND INVOICED CHARGES PLUS 80% OF THE BALANCE OF ALL PAYMENTS FOR THE ENTIRE TERM OF THIS AGREEMENT AS LIQUIDATED DAMAGES AND SUPERIOR SHALL BE PERMITTED TO TERMINATE ALL ITS SERVICES, INCLUDING BUT NOT LIMITED TO TERMINATING MONITORING SERVICE, UNDER THIS AGREEMENT AND TO REMOTELY RE-PROGRAM OR DELETE ANY PROGRAMMING WITHOUT RELIEVING SUBSCRIBER OF ANY OBLIGATION HEREIN.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGES CLAUSE.

Subscriber to Initial:

If SUPERIOR prevails in any litigation or arbitration between the parties, Subscriber shall pay SUPERIOR's legal fees.

In any action commenced by SUPERIOR against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST SUPERIOR ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision Subscriber is waiving Subscriber's right to a trial before a judge or jury, waiving Subscriber's right to appeal the arbitration award and waiving Subscriber's right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Texas except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where SUPERIOR's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against SUPERIOR must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SUPERIOR in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

Subscriber to Initial:

25. SUPERIOR'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SUPERIOR is authorized and permitted to subcontract any services to be provided by SUPERIOR to third parties who may be independent of SUPERIOR, and that SUPERIOR shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints SUPERIOR to act as Subscriber's agent with respect to such third parties, except that SUPERIOR shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SUPERIOR's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of SUPERIOR.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify SUPERIOR in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SUPERIOR discovers the presence of suspected asbestos or other hazardous material, SUPERIOR shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SUPERIOR for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If SUPERIOR, in its sole discretion, determines that continuing the work poses a risk to SUPERIOR or its employees or agents, SUPERIOR may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate SUPERIOR for all services rendered and material provided to date of termination. SUPERIOR shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SUPERIOR be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SUPERIOR assigned by SUPERIOR to perform any service for or on behalf of Subscriber for a period of two years after SUPERIOR has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SUPERIOR shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SUPERIOR, times twelve, together with SUPERIOR's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SUPERIOR for any fees or fines relating to permits or false alarms. SUPERIOR shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons SUPERIOR requiring any services or appearances, Subscriber agrees to pay SUPERIOR SUPERIOR'S then prevailing rates for such services and appearances. Subscriber shall reimburse SUPERIOR for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SUPERIOR a security interest in the security equipment installed by SUPERIOR and SUPERIOR is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize SUPERIOR to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.
READ THEM BEFORE YOU SIGN THIS AGREEMENT ON THE NEXT PAGE.**

SUPERIOR ALARMS:

By: FLOR E SALAZAR
Signature _____

SUBSCRIBER:

Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber

Subscriber's Email Address: _____

Tax ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name Residence Address

SUPERIOR is Licensed and Regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to PO Box 4087 Austin, Texas 78773-001, 512-424-7293 or private_security_bureau@dps.texas.gov, License No: B04881. Regulated by Texas Fire Marshal's Office, Complaints Directed to: PO Box 149221 Austin, Texas 78714, 512-305-7900, <http://www.tdi.state.tx.us/fire>, License No: ACR-1750547. All-In-One Commercial Agreement Kenneth Kirshenbaum, Esq., Tel (516) 747-6700 KIRSCHENBAUM CONTACTS ©Copyright 2-18-19

Addendum to the Superior Alarms Standard Commercial Security Agreement

October 4, 2022

The following is an Addendum to the Standard Commercial Security Agreement ("Agreement") for commercial alarm monitoring services between the County of Hidalgo ("Subscriber") and Superior Alarms ("Superior") where already existing or a new agreement after the date of this Addendum. The Parties agree to the following:

1. No. 5 of the Agreement will be replaced with the following:

5. TERM OF AGREEMENT/RENEWAL: The term of this agreement shall be for a period of five (5) years and shall automatically renew for like terms thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. SUPERIOR may invoice Subscriber in advance monthly, quarter-annually, semi-annually or annually at SUPERIOR's option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. The County of Hidalgo is allowed to terminate this Agreement at any time without cause upon thirty (30) days written notice to SUPERIOR without penalty.

2. No. 20 of the Agreement will be replaced with the following:

20. INDEMNITY/ASSIGNMENTS: ANY INDEMNITY OF SUBSCRIBER HEREIN IS LIMITED TO THE EXTENT SUBSCRIBER IS ALLOWED BY LAW TO INDEMNIFY OR GRANT AN INDEMNITY. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS SUPERIOR, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD-PARTIES OR BY SUBSCRIBER, INCLUDING REASONABLE ATTORNEY'S FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY SUPERIOR'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER OR IN FURTHERANCE OF THIS AGREEMENT. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber shall not be permitted to assign this agreement without written consent of SUPERIOR, which shall not unreasonably be withheld. SUPERIOR shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

3. No. 23 – Add the following language to the beginning of the paragraph:

"TO THE EXTENT ALLOWED BY LAW,"

4. No. 24 of the Agreement will be replaced with the following:

24. LEGAL ACTION/BREACH/MEDIATION: THE PARTIES AGREE THAT DUE TO THE NATURE OF THE SERVICES TO BE PROVIDED BY SUPERIOR, THE PAYMENTS TO BE MADE BY THE SUBSCRIBER FOR THE TERM OF THIS AGREEMENT FORM AN INTEGRAL PART OF SUPERIOR'S ANTICIPATED PROFITS; THAT IN THE EVENT OF SUBSCRIBER'S DEFAULT IT WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO FIX SUPERIOR'S ACUTAL DAMAGES. THEREFORE, IN THE EVENT SUBSCRIBER DEFAULTS IN ANY PAYMENT OR CHARGES TO BE PAID TO SUPERIOR, SUBSCRIBER SHALL BE IMMEDIATELY LIABLE FOR ANY UNPAID INSTALLATION AND INVOICED CHARGES AND SUPERIOR SHALL BE PERMITTED TO TERMINATE ALL ITS SERVICES,

INCLUDING BUT NOT LIMITED TO TERMINATING MONITORING SERVICE, UNDER THIS AGREEMENT AND TO REMOTELY RE-PROGRAM OR DELETE ANY PROGRAMMING WITHOUT RELIEVING SUBSCRIBER OF ANY OBLIGATION HEREIN. Service of process or papers in any legal proceeding or mediation between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to jurisdiction in Hidalgo County, Texas. The Parties do not waive their respective right to trial by jury. Parties may mutually agree to mediation as a form of alternative dispute resolution to address disputes arising out of this Agreement. **TO THE EXTENT ALLOWED BY LAW, NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.** Parties shall bear their own legal costs.

SUPERIOR ALARMS:
600 Ash Ave
McAllen, Texas 78501

COUNTY OF HIDALGO, Texas:
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Alan Yoder, President

Hon. Richard F. Cortez, County Judge

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON October 04, 2022.

Agenda Item No. 87737

Executive Office: _____

VENDOR:
Superior Alarms

COUNTY:
COUNTY OF HIDALGO

Alan Yoder, President

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Robert Vina, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk