



**ORDER**  
**NUMBER**  
**SECURITY SERVICES**  
**TELEPHONE**  
**WARRANTY**

*Monitor Agreement*

HIDALGO COUNTY PRECINCT #2  
ATTN: STAN  
1429 S. TOWER RD.  
ALAMO, TX  
454-5724

FILED
AT <u>3:15</u> O'CLOCK <u>P</u> M
MAR 05 2018
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY <u>[Signature]</u> DEPUTY

**Scope of work:** Wireless Monitoring Services at the above address.

**MONTHLY MONITORING:**

12 UL LISTED MONITORING  
(WIRELESS MONITORING)

PRICE:  
\$25.00ea.

CATALOG:  
OTHER SERV.

TOTAL INVESTMENT

\$300.00+TAX EXEMPT

*493-75*

Texas BuyBoard Catalog ~~412-15~~

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: P.O. number, Balance upon completion

Respectfully,  
Flor E. Salazar  
Sales Representative

Accepted By: Remon Garcia  
Date: \_\_\_\_\_

*2/27/18 [Signature]*

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_ COMMUNICATOR MAKE & MODEL DATE ON LINE vista 32FB-9 DEALER Superior Flor

**SUBSCRIBER**  
Hidalgo County Precinct #2  
2802 S. Clossner  
Edinburg, TX 78541  
 CITY STATE ZIP CODE  
 TEL NO ( ) \_\_\_\_\_  
 FAX NO ( ) \_\_\_\_\_  
 TDL# \_\_\_\_\_ Email \_\_\_\_\_

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

FILED  
 3:15 O'CLOCK P M  
 MAR 05 2018  
 ARTURO GUAJARDO, JR. COUNTY CLERK  
 HIDALGO COUNTY TEXAS  
 DEPUTY

**LOCATION OF ALARM DEVICES**  
 Physical Address 1429 S Tower Rd. City Alamo State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

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

**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

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

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

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
_____	Local Police Department	_____	( ) _____
_____	Local Fire Department	_____	( ) _____
_____	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: 3 Year(s)  Annual Fee \$ 300<sup>00</sup> + tax  
3 No. of payments equal payments of \$ 300<sup>00</sup>, each payable Annually on the 1st day of Every Year, beginning March 1, 2018 and continuing regularly and annually 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**  
Artemio Garcia  
 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 \_\_\_\_\_  
 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 \_\_\_\_\_

*2/21/18 ms*

# TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

## I. Introductory Provisions

This Alarm Monitoring Agreement (hereinafter called the "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the first 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 an emergency signal from an alarm 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 report to the monitoring center for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All alarms and test signals shall be received by the monitoring center in writing, signed by Subscriber and shall be effective only after a response is received from the monitoring center within the time specified on the front page of this Agreement.

B. Company shall only monitor the occurrence of conditions and alerts 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 (a) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (b) 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 conditioned is undisturbed in the sole discretion of Company (hereinafter, collectively, called the "Service"). It is understood that Subscriber 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 the Agreement in the two designated places, and an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (ii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iii) when the written (or other qualified instrument) of the alarm devices on the Premises of Subscriber shall have been installed, received and acknowledged as acceptable by Company on the premises of Subscriber which conforms to 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 - Terms - Payments" on the front page of this Agreement and to make such payments 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 period "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 unless the 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 notification of this Agreement with respect to the next renewal period (and if this Agreement is not so accepted by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period) and of all other such renewal periods in accordance with this Agreement.

C. Subscriber shall be liable to Company for any amount of the fee which is not paid by Subscriber within ten (10) days after due. If Subscriber shall fail to pay any term of the fee when due, or in excess of the amount of the fee when due, the installment of the fee, and shall incur such failure as a default (i) if the default is written notice thereof to Subscriber, or (ii) to the extent permitted by law, if no written notice of default proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion, without any notice or demand whatsoever, to terminate this Agreement, discontinue the service to Subscriber and require Subscriber to make any installments of the fee due from Subscriber, and all other loss and damage with Company may suffer as a result of such termination, including the cost of discontinuance of the Service to Subscriber or if the fee is not received, the full amount 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, the fees due from Subscriber and all other loss and damage with Company may suffer as a result of such termination, including the cost of discontinuance of the Service to Subscriber. Pursuant to Company's policy of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or of 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 conditions of this Agreement. Forfeiture by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

## IV. Limitation of 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 (setting an effective date) to Subscriber, this Agreement may be suspended. In Company's sole discretion, should the alarm devices on the Premises become inoperable or damaged, and should further Service to the Subscriber is rendered impracticable, the Company has and assumes no liability for interruption of service due to strikes, 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 a fire, flood, or the monitoring center is closed, or while there is a power outage, or while the monitoring center is closed, or while the telephone system. Company shall not be responsible for interruption of service due to any telephone or telephone line failure. The availability of Service and response times are, in the main, governed by the telephone system, and Company assumes no liability for delays in emergency signal system response, regardless of where such failure is located.

B. Subscriber is responsible for complying with any local or other governmental ordinances and laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber is responsible for all local government fees and licenses, including, but not limited to, the purchase of any false alarm or signal when summons emergency and 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 agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO WARRANTY, REPRESENTATION OR 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 NEGLIGENCE PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT, IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

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 securing the 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 B. above. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO WARRANTY, REPRESENTATION OR 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 NEGLIGENCE PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT, IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it understands and is extremely liable for the actual damage, if any, which may 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.

## ACKNOWLEDGMENT OF CUSTOMER

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

*Ramon Garcia*  
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 that is 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, to (a) such subcontractor or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's liability (b) after notice from Company to do so, Subscriber will perform all its 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 by 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 as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (ii) 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 notwithstanding the fact that Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation 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 fax, telegram, teletype 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 the other party may have furnished the other party in writing. Any communication so addressed and in a timely manner 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 accepted by the Subscriber or Company, as the case may be. All notices by Company not by Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber and called in the introductory provision of this Agreement (if such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A and such notices 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, warranties, negotiations and discussions between them, except that all acknowledgments, representations and warranties made to Company by Subscriber and delivered to Company in connection with this Agreement shall survive the expiration of this Agreement. This Agreement shall be construed as masculine, feminine or plural, as the occasion may require. Unless the context otherwise specifies or requires, the informational terms defined, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth herein. 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 in 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 thereof, 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. Wherever Company is to be construed to any act, matter or thing, "with or without cause" or "whether or not in this Agreement" or "as to the liability" shall be construed "satisfactorily 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 where ever in this Agreement or otherwise, such discretion, acceptance, consent, approval or satisfaction for which there 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 unreviewable, and any such refusal or exercise shall not be subject to appeal or to any such objection by the Subscriber or the Company. C. This Agreement is binding on the Subscriber and the Company as of the date of 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.

*Ramon Garcia*



# EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

**SUPERIOR ALARMS**  
600 Ash Avenue • McAllen, Texas 78501  
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 1st day of Feb., 2018, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo County Precinct #2 whose mailing address is 2802 S Cleburne telephone ( ) 454-5724, fax ( ) (hereinafter called "Subscriber").

## I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of 450

AND 44 /100 (\$ ) DOLLARS as follows: (a) \$ upon execution of this Agreement (b) \$ upon substantial completion of pre-wiring and any other necessary pre-installation construction; and (c) \$ 450 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if upon scrutiny of the Premises after Subscriber's execution of this Agreement Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement, and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements, and except as may be changed or altered pursuant to Paragraph A above, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other causes beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscriber's obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property, and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

## II. Subscriber's Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System, and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

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 the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

## III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation

under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by physical abuse to or misuse of the System or operation thereof in a manner contrary to the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipt of the notice a representative of Company will make an inspection of the System, and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

**THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

## IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental 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 SYSTEM ON THE PREMISES.** Subscriber agrees to indemnify Company against and hold Company harmless from any losses (as hereinafter defined) with respect thereto.

**B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY 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.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III above. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System 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 SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT, IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM**

THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT EXCEED \$1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

- (1) the uncertain amount of value of 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 System 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 a monitoring facility or an audible device sounding;
- (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
- (4) the nature of the service to be performed by Company.

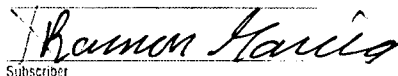
**SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS 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 \$1,000.00, 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.**

E. 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 System 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 C and D of this Section.

F. 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. Customer Default, Company's Remedies.

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

- (1) by notice to Subscriber, terminate this Agreement;
- (2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. 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.

#### VI. Contract For Monitoring Service

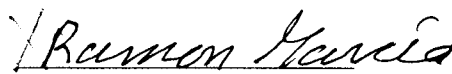
Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers, but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

#### VII. 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 addresses of Subscriber and Company indicated in the introductory Paragraph 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 or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph 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 discussion 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 convenient reference only and except for the Section III heading 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. All Riders, schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. 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 in 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 provisions, 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 an amount 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 adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.

  
SUBSCRIBER

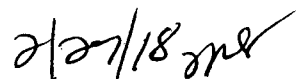
COMPANY

ALAN YODER ENTERPRISES, INC.

By: 

Name: Flor E. Salazar

Title: Sales Representative

  
2/27/18 me

(con't signature page)

**SERVICE AGREEMENT**

**Company's Name:** Superior Alarm

**Department:** Hidalgo County Pct 2

**AI-** 63867 **Approved on CC on** 02/27/18

**Approved as to form:**

*Office of Criminal District Attorney*

By: *Josephine Ramirez-Solis*

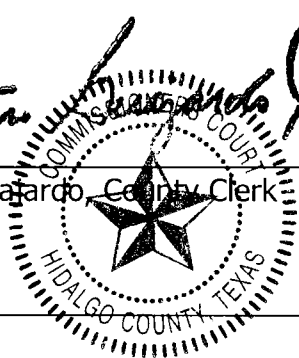
Print Name: Josephine Ramirez-Solis  
County of Hidalgo District Attorney's Office

Date: 3/5/18

**ATTEST:**

By: *Arturo Guajardo Jr.*  
Arturo Guajardo, County Clerk

Date: \_\_\_\_\_



B. AI-63857 Ratification of Purchase Order #775614 for \$21,429.26 issued to Herrcon, LLC [coop awarded JOC] for the modification to main entrance located at the New Administration Building in order to comply with Americans with Disabilities Act [ADA] requirements.

C. AI-63867 Requesting approval of the equipment purchase agreement to upgrade the existing Security Monitoring System in the amount of \$950.49 and approval of the 36 month Commercial Alarm Monitoring Agreement in the amount of \$300.00 per year commencing 3/1/18 with Superior Alarms thru [awarded vendor Buyboard co-op contract# 493-15], with authority for County Judge to execute agreements, for the following location: 1429 S. Tower Road Alamo, Texas.

APPROVED  
By Elena Gomez at 4:06 pm, Feb 28, 2018

D. AI-63823 1. Authorization and approval to change the name from COPsync to Thinkstream thru "Bill of Sale" and Chapter 11 proceedings;  
2. Approval to remain as "Sole Source Declaration" for Thinkstream (fka COPsync), Inc." for the purchase of Software; including licenses and support service to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC.

E. AI-63707 Justice of the Peace PCT 3, PL 2 is requesting approval to enter into a 48 month capital lease agreement for a model number MPC4504 with Ricoh USA, Inc. for a monthly payment of \$203.27 through requisition number 365897.

Department	REQ#	Term	Model	Monthly Payment
JP 3.2	365897	48 mos.	MPC4504	203.27

AI-63867  
CC CONSENT

Purchasing Department 16. C.  
Prct. 2

**Meeting Date:** 02/27/2018

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Elena Gomez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

VBS  
3/2/18

Information

**CAPTION**

Requesting approval of the upgrade of existing of Security Monitoring System in the amount of \$950.49 as per the agreement for (panel, cell communicator, integration & design-services) and the approval of the Wireless Monitoring Services with Superior Alarms thru [awarded vendor Buyboard co-op contract 493-15] with authority for County Judge to execute same for upgrades including, but not limited to , for the following location: 1429 S. Tower Road Alamo, Texas for a total amount \$ 300.00 per for the monitoring services for a term of three (3) years commencing 03/01/18

**BACKGROUND**

Req 367369

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Pct. must have budget in place for these expenditures.

Attachments

Buyboard Contract 493.15

Legal's Approval

HB1295 & Acknowledgement

Monitor Agreement

Equipment Purchase Agreement

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing - Internal	Marty Salazar	02/22/2018 05:00 PM
Budget & Management	Veronica Ortiz	02/23/2018 07:47 AM
Ivan Cantu		
Purchasing - Internal		
Budget & Management		
Ivan Cantu		
Final Approval		
Form Started By: Elena Gomez		Started On: 02/22/2018 10:58 AM