

ADDENDUM NO. 1
TO COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT BETWEEN
ALARM SECURITY GROUP LLC
AND
WILLIAMSON COUNTY, TEXAS

The underlying Commercial Purchase, Lease and Services Agreement (the "Agreement"), between Alarm Security Group LLC ("Company") and Williamson County, Texas ("Client") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Termination for Convenience.** Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Company. In the event of such termination, it is understood and agreed that only the amounts due to Company for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Client's termination of this Agreement for convenience.
- 2. No Indemnification by Client.** Company acknowledges and agrees that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Company; therefore, all references of any in this Agreement to Client indemnifying, holding or saving harmless any other party, including but not limited to Company, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 4. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the

defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **Client's Right to Audit.** Company agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Client shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Company reasonable advance notice of intended audits.
6. **Non-Appropriation and Fiscal Funding.** The obligations of the Client under this Agreement do not constitute a general obligation or indebtedness of Client for which Client is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to Company at the end of its then-current fiscal year to be effective as of the last day of Client's fiscal year.
7. **Payment, Interest and Late Payments.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Company, Client shall notify Company of the error not later than the twenty first (21st) day after the date Client receives the invoice. If the error is resolved in favor of Company, Company shall be entitled to receive interest on the unpaid balance of the invoice submitted by Company beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Client, Company shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

Alarm Security Group LLC (“Company”)

By: [Signature]

Printed Name: Stan Hester

Title: Commercial Manager

Date: 2-6, 2013

Williamson County, Texas (“Client”)

By: _____
Dan A. Gattis

Title: Williamson County Judge

Date: _____, 20____



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
3300 Nacogdoches Rd #205
San Antonio, TX 78217

THIS AGREEMENT made this 6th day of February

hereinafter called the "Company" and Williamson County

Central Maintenance Building, 3151 SE Inner Loop, Georgetown, TX 78626

Customer Billing Information
Williamson County (Cust. #992222)
3101 SE Inner Loop, Georgetown, TX 78626

2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Client", at (site address)

1. Agreement: Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. Type of Transaction: (check boxes that apply) ☐ System/Equipment Install/Purchase ☒ Company Owned System ☐ Monthly Services

B. Services to be Provided: (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	☐ ASG Connect	☐ Fire Alarm Maint. (inc. Test&Ins)
☒ Panic/Hold-Up Monitoring	☐ ASG Managed Access	☐ Sprinkler Alarm Maintenance
☐ Fire Alarm Monitoring	☐ Burglar Alarm Maintenance	☐ Sprinkler Test & Inspect
☐ Sprinkler Alarm Monitoring	☐ Fire Alarm Maintenance	☐ Fire Alarm Insp
☐ Elevator Monitoring	☐ Access Control Maintenance	Billed:
☐ Temp Alert Monitoring	☐ Video Surveillance System Maint.	☐ FA Sens Test
☒ Cellular/Radio Back Up	☐ Opening/Closing Log Only	Billed:
☐ DataLink	☐ Opening/Closing w/Schedules	☐ Other:
	☐ O/C Reports	☐ Administration Fee*

(Complete 2A or 2B and/or 2C, as applicable)

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$; upon Equipment Delivery \$; upon 100% completion \$. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 462.60* for installation plus tax (if applicable) and the sum of \$ 27.95* per month plus tax (if applicable), payable ☒ monthly*; ☐ quarterly*; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of three (3) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial three (3) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ Service/Monitoring Fee plus tax (if applicable) per month, payable ☐ monthly*; ☐ quarterly*; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. Company's Liability/Disclaimer. Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

See Attachment: (If applicable) Schedule of Equipment and Pricing.

Schedule of Equipment to be Installed

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Philip B Flehmer 210-564-2610, Cell 210-364-4953	Client's Name
Sales Representative (Print/Signature)	Date
Company Authorized Signature	Client's Authorized Signature
Title	Printed Name
Date	Business Telephone

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

- CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT -

License Numbers MD 107-714; VA DCJS 11-3605; DC ECS901543 DE 02-71, FAL-0221
TX Fire: ACR-2242, ECR-1767, HCR-410 Burg: B11180, B12478;
In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.
Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78572-4422, (512)424-7710.
NC Elect. 20653-SP-LV NCASLB Lic 1961-CSA-NC Alarm Systems Licensing Board,
1631 Midtown Place Suite 104, Raleigh, NC 27609 (919) 875-3611.
THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

4. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any, of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

5. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representative by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client's designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that, if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any, to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a standard "Analog" (POTS) telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system will not be received by the Company, and the interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, inaccessibility, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7. Authorized Personnel, Opening and Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

8. A. Service Injections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency; if maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly; and informing Company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company, shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

8. B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like, or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of each defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

9. Increases in Monthly Charges: Company shall have the right, at any time, to apply an administrative billing fee and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period, Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later, and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraphs (9) and (9.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (9) and (9.1). If Client objects in writing to the Company within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), Company shall have thirty (30) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of thirty (30) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days of the increase or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase shall constitute Client's consent to and acceptance of the increase pursuant to this sub-paragraph (9.2).

9.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (9), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

10. Change to the System, Cost of Repairs, Additional Protection, Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAYBE OBTAINED FROM COMPANY AND ABOVE THAT PROVIDED HEREIN. ATAN ADDITIONAL COST TO CLIENT. All risk of loss or other damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, unperished with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice, at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of the contract on the part of Client, and at Company's option, in addition to all other legal remedies available, shall cause it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's part due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company, in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may, not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignee and/or subcontractors, and they bind Client with respect to said assignee and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Clients: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a position is filed by or against the Client under the Bankruptcy Act or any amendment hereunto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereinto in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency, set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry, or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place, or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

- (a) The uncertain amount of or value of the Client'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 or service is designed to detect or avert.
- (b) The uncertainty of the response time of any police or fire departments should the police or fire department be dispatched as a result of a signal being received or by its equipment sounding.
- (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate.
- (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

20. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

21. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

22. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

23. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

24. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

25. Prior Agreements: Client warrants and represents that the Client is not under any unforfeitable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party, concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

26. Entire Integrated Agreement, Modification, Alterations, Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver or breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initiated and acknowledged by both parties.

Client: Williamson County _____ initial



Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 6th day of February, 2013, between ASG Security (Company) and Williamson County, located at:

Williamson County Central Maintenance Building, 3151 SE Inner Loop, Georgetown, TX 78626

SCOPE OF WORK / SERVICES TO BE PROVIDED:

- 1 - Wireless Intelligent Burglar Alarm Control Panel/Keypad with built in GSM Radio (\$149)
 - 2 - Wireless Panic Button (\$45 each, extended \$90)
 - 8 - Months of monitoring - Included in the installation price (\$223.60)
- * Installation price includes 8 months of monitoring ending on September 30, 2013, the end of your fiscal year Normal billing to begin October 1, 2013 the same as all of the other Williamson County accounts

Thank you

ADDENDUM

The parties hereby agree to the terms and conditions set forth in Addendum 1, which is attached hereto and incorporated for all purposes.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Philip B Flehmer 210-564-2610, Cell 210-364-4953		
Sales Representative (Print/Signature)	Client's Name	Date
Company Authorized Signature	Client's Authorized Signature	
Title	Printed Name	Title
Date	Business Telephone	Date

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.