

Systems Monitoring Proposal

Customer Name: Williamson County, Texas

Proposal Number: 204-09032014-01

Building Name: Cedar Park Annex

Address: 350 Discovery Blvd.

Cedar Park, Texas 78613

Phone: (512) 260-4210

Email: timboden@wilco.org

Billing Address (if different from the address listed above)

Name:

Attn:

Address:

Phone:

Contact:

Customer agrees to purchase, and Convergent Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergent Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: Indicate your choice(s) with a (✓)

☒ U.L. Listed Monitoring

~~\$420.00~~ **\$344.40** (DIR Discounted Rate After 18% Discount)

☐ Intrusion Monitoring

\$420.00 (includes weekly test signal)

☐ Elevator Monitoring

\$420.00 (no test signal)

☐ Other _____

\$ _____

Duration: ☐ Annual ☐ 3-Year ☒ 5-Year

Total Price:

\$344.40 per year

Start Date: **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____

Convergent By: Kevin Popejoy

Signature: _____

Signature: 

Title: County Judge

Title: Vice President

Date: _____

Date: February 18, 2015

P.O. #: _____

Convergent Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758

Phone 512-351-4042 • Cell 512-845-7333

www.convergent.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGENCY24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergent Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make *temporary* changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergent Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	\$420.00 annually	\$75.60 annually	\$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	\$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	\$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGENCY24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	Police			2 nd #:
A2	Fire			2 nd #:
A3	Medical			2 nd #:
A4	Other			2 nd #:

Business Hours of Monitored Site (only required for monitoring of Scheduled Openings and Closings)

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	Open							
18:30	Close							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

Code Under Stress (*security monitoring only*)

Code (numbers only, 3 digits max.)

Subscriber Secure Internet Access Info (*case sensitive*)

User Name 1: _____

User Name 2: _____

Password: _____

Password: _____

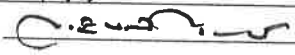
E-mail Address: _____

E-mail Address: _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERGENCY Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergent Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: <u>Williamson County, Texas</u>	executed this _____ day of _____
By: _____	Street: _____
Signature: _____	City: _____ State: _____ Zip: _____
Title: _____	☐ check if addendum attached with additional locations
Convergent Technologies LLC ("CONVERGINT") Subscriber's Alarm Company	
By: <u>Kevin Popejoy</u>	Title: <u>Vice President</u>
Signature: 	
EMERGENCY24:	
By: _____	
Signature: _____	

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergent Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergent System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergent Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergent. In the event of such termination, it is understood and agreed that only the amounts due to Convergent for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergent's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergent under the terms of the Convergent Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergent Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, 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.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas

Proposal Number: 204-09032014-01

Building Name: Central Maintenance

Address: 3151 SE Inner Loop

Georgetown, Texas 78626

Phone: (512) 943-3300

Email: timboden@wilco.org

Billing Address (if different from the address listed above)

Name:

Attn:

Address:

Phone:

Contact:

Customer agrees to purchase, and Convergent Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergent Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

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\$420.00 **\$344.40 (DIR Discounted Rate After 18% Discount)**

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☐ Elevator Monitoring

\$420.00 (no test signal)

☐ Other _____

\$ _____

Duration: ☐ Annual ☐ 3-Year ☒ 5-Year

Total Price:

\$344.40 per year

Start Date: **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____

Convergent By: Kevin Popejoy

Signature: _____

Signature: 

Title: County Judge

Title: Vice President

Date: _____

Date: February 18, 2015

P.O. #: _____

Convergent Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758

Phone 512-351-4042 • Cell 512-845-7333

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Systems Monitoring Options

Monitoring Service Options

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Subscriber Secure Internet Service Included with all monitoring agreements, Convergent Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make *temporary* changes to party information, view account history, view account data and request account information changes.

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Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergent Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	\$420.00 annually	\$75.60 annually	\$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	\$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	\$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGENCY24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

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Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	Police			2 nd #:
A2	Fire			2 nd #:
A3	Medical			2 nd #:
A4	Other			2 nd #:

Business Hours of Monitored Site (only required for monitoring of Scheduled Openings and Closings)

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	Open							
18:30	Close							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.)

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____

User Name 2: _____

Password: _____

Password: _____

E-mail Address: _____

E-mail Address: _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERGENCY Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergent Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: <u>Williamson County, Texas</u>	executed this _____ day of _____
By: _____	Street: _____
Signature: _____	City: _____ State: _____ Zip: _____
Title: _____	☐ check if addendum attached with additional locations
Convergent Technologies LLC ("CONVERGINT") Subscriber's Alarm Company	
By: <u>Kevin Popejoy</u>	Title: <u>Vice President</u>
Signature: 	
EMERGENCY24:	
By: _____	
Signature: _____	

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergent Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergent System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergent Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergent. In the event of such termination, it is understood and agreed that only the amounts due to Convergent for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergent's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergent under the terms of the Convergent Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergent Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, 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.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01
Building Name: ESOC (Emergency Services Operations Ctr.)
Address: 911 Tracy Chambers Lane
Georgetown, Texas 78626
Phone: (512) 864-8282 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____
Address: _____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergent Technologies LLC (CTLIC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergent Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLIC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLIC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

- ☒ U.L. Listed Monitoring \$420.00 **\$344.40** (DIR Discounted Rate After 18% Discount)
☐ Intrusion Monitoring \$420.00 (Includes weekly test signal)
☐ Elevator Monitoring \$420.00 (no test signal)
☐ Other _____ \$_____ **Duration:** ☐ Annual ☐ 3-Year ☒ 5-Year

Total Price: **\$344.40 per year** **Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergent By:** Kevin Popejoy
Signature: _____ **Signature:** 
Title: County Judge **Title:** Vice President
Date: _____ **Date:** February 18, 2015
P.O. #: _____

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGENCY24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergent Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make *temporary* changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergent Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	\$420.00 annually	\$75.60 annually	\$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	\$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	\$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGENCY24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	Police			2 nd #:
A2	Fire			2 nd #:
A3	Medical			2 nd #:
A4	Other			2 nd #:

Business Hours of Monitored Site (only required for monitoring of Scheduled Openings and Closings)

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	Open							
18:30	Close							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.)

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____

User Name 2: _____

Password: _____

Password: _____

E-mail Address: _____

E-mail Address: _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERGENCY Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergent Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: <u>Williamson County, Texas</u>	executed this _____ day of _____
By: _____	Street: _____
Signature: _____	City: _____ State: _____ Zip: _____
Title: <u>County Judge</u>	☐ check if addendum attached with additional locations
Convergent Technologies LLC ("CONVERGINT") Subscriber's Alarm Company	
By: <u>Kevin Popejoy</u>	Title: <u>Vice President</u>
Signature: 	
EMERGENCY24:	
By: _____	
Signature: _____	

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergent Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergent System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergent Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergent. In the event of such termination, it is understood and agreed that only the amounts due to Convergent for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergent's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergent under the terms of the Convergent Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergent Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, 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.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas

Proposal Number: 204-09032014-01

Building Name: Grainger CTTC (Central TX Treatment Center)

Address: 601 North Alligator St.

Granger, Texas 76530

Phone: (512) 943-1211

Email: timboden@wilco.org

Billing Address (if different from the address listed above)

Name:

Attn:

Address:

Phone:

Contact:

Customer agrees to purchase, and Convergent Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergent Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: Indicate your choice(s) with a (✓)

☒ U.L. Listed Monitoring

~~\$420.00~~ \$344.40 (DIR Discounted Rate After 18% Discount)

☐ Intrusion Monitoring

\$420.00 (includes weekly test signal)

☐ Elevator Monitoring

\$420.00 (no test signal)

☐ Other _____

\$ _____

Duration: ☐ Annual ☐ 3-Year ☒ 5-Year

Total Price:

\$344.40 per year

Start Date: February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____

Convergent By: Kevin Popejoy

Signature: _____

Signature: _____

Title: County Judge

Title: Vice President

Date: _____

Date: February 18, 2015

P.O. #: _____

Convergent Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758

Phone 512-351-4042 • Cell 512-845-7333

www.convergent.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGENCY24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergent Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make *temporary* changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergent Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	\$420.00 annually	\$75.60 annually	\$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	\$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	\$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGENCY24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	Police			2 nd #:
A2	Fire			2 nd #:
A3	Medical			2 nd #:
A4	Other			2 nd #:

Business Hours of Monitored Site (only required for monitoring of Scheduled Openings and Closings)

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	Open							
18:30	Close							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.)

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERGENCY Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergent Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: <u>Williamson County, Texas</u>	executed this _____ day of _____
By: _____	Street: _____
Signature: _____	City: _____ State: _____ Zip: _____
Title: _____	☐ check if addendum attached with additional locations
Convergent Technologies LLC ("CONVERGINT") Subscriber's Alarm Company	
By: <u>Kevin Popejoy</u>	Title: <u>Vice President</u>
Signature: 	
EMERGENCY24:	
By: _____	
Signature: _____	

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergent Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergent System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergent Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergent. In the event of such termination, it is understood and agreed that only the amounts due to Convergent for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergent's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergent under the terms of the Convergent Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergent Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, 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.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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