

## *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 <sup>nd</sup> #:
A2	Fire			2 <sup>nd</sup> #:
A3	Medical			2 <sup>nd</sup> #:
A4	Other			2 <sup>nd</sup> #:

### *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 3<sup>RD</sup> 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.

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

[Rest of this page intentionally left blank]

