



Commercial & Industrial Electronics, Inc.

5019 Bonny Drive, Wichita Falls, Texas 76302

(940) 767-5601



COPY

AGREEMENT FOR ALARM SERVICES

- 1. PARTIES. This agreement is made by and between COMMERCIAL AND INDUSTRIAL ELECTRONICS, INC., a Texas corporation, herein referred to as "C&I" and the undersigned, herein after referred to as "Subscriber"
2. SUBSCRIBER (or Purchaser)

Equipment Location

Billing Address

Name Clay County Sheriff Department
Street 215 West Gilbert
City Henrietta State TX Zip 76365
Home Phone # ()
Work Phone # (940) 538-5611

Name
Street
City State Zip
Billing Phone # ()

3. SERVICES. C&I shall render to Subscriber the services checked:

- A. Installation (See Section A.1. and Form CIE-C-1, page 5).
B. Limited Lease Equipment (See section A.2 and Form CIE-C-2, page 5).
C. Extended Limited Guarantee Service or Life Time Guarantee (See section B).
D. 24-Hour Central Station Monitoring (See section C, D, and Form CIE-C-4, page 5).

- E. Scheduled Inspections (See Form CIE-C-3, page 5).
F. Battery Change Out Service (Battery replacement only as required).
G. Listen-In w/Talk Back (See section D.1d, page 3)

4. TYPE SYSTEM

- Security Sound
Fire Video
Monitored Other

- 5. Tax Exempt Taxable Purchase

6. PROTECTED PREMISES. The premises to be protected and the devices used are described in the SCHEDULE OF DEVICES (Form CIE-C-1, page 5). The devices are sometimes referred to herein as "the system", or "the equipment."

7. PAYMENT: Subscriber agrees to pay to C&I:

A. For installation, the total sum of Dollars (\$). \$ has been paid upon execution of this agreement, receipt of which is acknowledged; the balance of \$ is due and payable upon completion of installation.

B. Schedule of Payments

- Monthly Bank Drafts Quarterly Invoice Yearly Invoice INVOICE at inspection

- 1) For Limited Lease Service, the sum of Dollars (\$)
2) For Scheduled Inspections, the sum of Two hundred fifty \$ per inspection Dollars (\$250.00) per inspection
3) For Monitoring of Alarm Signals and Notification to Police and Fire Departments, the sum of Dollars (\$)
4) For other Services, the sum of Dollars (\$)

C. Special Notes:

- a. All monthly charges shall be due and payable in advance on the 1st day of the month commencing with the month following completion of installation, and shall continue for the term of this agreement. In addition, Subscriber shall pay all applicable taxes on the security services provided.
b. If for any reason whatsoever, C&I is charged or fined by Any Authority for dispatching an alarm, Subscriber agrees to reimburse C&I in full.

8. TERM AND RENEWAL. This agreement shall remain in effect for a period of one (1) year from the date of this agreement, and shall be automatically renewed for successive additional terms of one (1) year at the rates then being charged by C&I, unless either party notifies the other in writing of its intention to terminate this agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term. No reimbursement whatsoever will be made by C&I on any portion of a month used when monitoring is cancelled.

9. RECEIPT OF COPY. Subscriber acknowledges receipt of a copy of this agreement, and for residential systems, the notice of cancellation form.

KEL Initials

BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE DISCUSSED THE PROVISION REGARDING LIMITED LIABILITY, THIRD PARTY INDEMNIFICATION, AND DISCLAIMER OF WARRANTIES IN PARAGRAPH J OF THIS AGREEMENT WITH C&I'S AGENT, HAS AGREED TO THE LIMITED LIABILITY SET FORTH THEREIN, AND DECLINES INCREASED LIMITED LIABILITY. IF INCREASED LIMITED LIABILITY IS REQUESTED, THEN THE "INCREASED LIMITED LIABILITY ADDENDUM" (FORM CIE-C-6, page 6) MUST BE COMPLETED.

KEL Initials

BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE DISCUSSED AND FULLY UNDERSTAND THE AMOUNT OR DEGREE OF ALARM COVERAGE PROVIDED BY C&I.

NOTICE OF RIGHTS OF RESIDENTIAL CUSTOMERS:

YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, SEE THE ATTACHED "NOTICE OF CANCELLATION" (Form CIE-C-5, page 6) FOR AN EXPLANATION OF THIS RIGHT.

THE TERMS AND CONDITIONS CONTAINED ON THE REMAINING PAGES OF THIS AGREEMENT AND ON ALL SCHEDULES AND ATTACHMENTS ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

COMMERCIAL AND INDUSTRIAL ELECTRONICS, INC.

By: Michael Horn Agent (Print Name)

Kenneth Liggett Clay County Printed Subscriber's Name

APPROVED: Authorized Officer and Title

X Kenneth Liggett County Judge Signature of Subscriber (Title)

THIS AGREEMENT SHALL NOT BE BINDING UPON C&I UNLESS APPROVED IN WRITING BY AN OFFICER OF C & I. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF C&I SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO C&I BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.

Signature of Subscriber (Title) May 12, 2014 Date

A. INSTALLATION, USE, OWNERSHIP, AND REMOVAL OF SYSTEM:

A.1. Installation: This section A.1. applies only if "Installation" is checked in Section 3A, "Services".

Subscriber authorizes and empowers C&I to install or cause to be installed the system set forth in the SCHEDULE OF DEVICES for Subscriber's use. Subscriber authorizes use of electrical outlets required and necessary current through his meter, and shall make any NECESSARY repairs or changes to the premises, as requested by C&I, to facilitate the installation and operation of the system, all at Subscriber's expense. Any error or omission in the construction or installation of the system must be called to the attention of C&I, in writing, within five (5) days after completion of the installation, or the installation shall be deemed totally satisfactory to and accepted by Subscriber. C&I assumes no liability for delay in installation of the equipment or for interruption of services due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or any other cause beyond the control of C&I and will not be required to supply service to Subscriber while interruption of services due to any such cause may continue.

If the system is a fire alarm system, Subscriber acknowledges that Subscriber may be required, in order to obtain approval of the system, by any fire rating bureau or other authorities having jurisdiction, to modify or replace all or part of its wet or dry sprinkler check valve. Subscriber further acknowledges that to obtain maximum utilization of the system, Subscriber shall place hoods over all open fires and forges, pipe out all blow-off valves and properly vent all chemical vats.

A.2. Use of C&I Owned Equipment: This Section A.2. applies only if "Limited Lease Equipment" is checked in Section 3B, "Services".

Subscriber acknowledges and agrees that this agreement is a service agreement only, and that the entire system shall at all times remain the sole property of C&I unless designated otherwise on CIE-C-2, page 5. Subscriber will not damage, encumber or dispose of the system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by any but authorized agents of C&I. In the event of loss or damage to the system or any part thereof, Subscriber agrees to pay C&I the reasonable value thereof or cost of repair as the case may be.

At the expiration of this agreement or in the event of termination or any default in performance by Subscriber, C&I shall have the immediate right to enter upon the premises of Subscriber and to remove the system. Removal of the system shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, and shall not be considered to constitute a breach of this agreement or waiver of any damages or rights by C&I. Subscriber shall in such event return the system to C&I in good condition, reasonable wear and tear excepted. Subscriber agrees that installation of the equipment does not create a fixture to Subscriber's premises. C&I, at its sole discretion, exercised only in writing and signed by an authorized officer, may choose to abandon the system or any part thereof to Subscriber.

Subscriber acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with C&I's inventory, that if C&I removes the equipment, the equipment may become part of C&I's inventory, and that therefore C&I has no obligation to place or use the equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Subscriber with the value or use of any removed equipment.

C&I shall not be responsible for damage caused to Subscriber's premises by reason of the removal of the alarm system from Subscriber's premises.

B. SERVICE, INSPECTION, COST OF REPAIRS:

Extended Maintenance: This Section applies only if "Extended Limited Guarantee Service" is checked in Section 3C, "Services".

Subscriber authorizes and empowers C&I to service the system and to make any necessary inspections, tests and repairs as required. All parts and labor for repairs necessitated by ordinary wear and tear shall be at C&I's expense. All maintenance, inspections, and tests shall be performed at no cost between the hours of 9:00 A.M. and 5:00 P.M. on normal business days. IF SUBSCRIBER REQUESTS SERVICE AT ANY TIME OTHER THAN NORMAL BUSINESS HOURS, SUBSCRIBER SHALL BE RESPONSIBLE TO PAY C&I'S PREVAILING SERVICE RATES. Subscriber acknowledges that C&I's obligation hereunder relates solely to the repair of the alarm system, and that C&I is in no way obligated to insure the operation of the system or to service Subscriber's property or the property of others to which C&I's system is connected.

Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and carefully test the system daily during the term of this agreement. If any defect in operation of the system develops, or in the event of power failure or other interruption at Subscriber's premises, Subscriber shall notify C&I immediately. C&I shall repair the defective condition within a reasonable time after receipt of notice.

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 Subscriber's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus are to be borne by Subscriber. Subscriber will notify C&I in writing of any changes in its fire rating bureau or agency.

If C&I is required to make a service call to repair any scratched foil or place a foil repair patch over a glass that is cracked but not broken, a service charge at C&I's prevailing rates will be made for this service. A foil repair kit and instructions on how to use it will be supplied on request by Subscriber. The charge to refoil a replaced glass will be at C&I's prevailing rates.

Should any part of the alarm system be damaged by fire, vandalism, acts of God, misuse, unauthorized maintenance, water, or extraneous causes, repairs or replacements shall be paid for by Subscriber. During periods when service is inoperative due to repairs and alterations of the premises by Subscriber, a twenty percent (20%) discount will be allowed on the monthly service rate, not to exceed three (3) consecutive months duration.

Subscriber shall not permit any device, contrivance, or apparatus to be attached to the lines, wires, instruments or equipment of the system without written permission of an authorized officer of C&I.

C. MONITORING AND NOTIFICATION OF ALARMS:

C.1. This Section C.1. applies only if "24-Hour Central Station Monitoring" is checked in Section 3D, "Services". C&I shall monitor the signals of the system, and notify the appropriate Police and Fire Department and/or subscriber pursuant to Paragraph D.1. of this agreement.

Testing and Setting System: If space protection (i.e. Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of the system, Subscriber shall walk test the system each day in the manner recommended by C&I. Subscriber agrees to be solely responsible for setting the alarm system at closing time. If a shunt controlled system is used and Subscriber fails to set the alarm, the failure will be unknown to C&I.

Interference: When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change, or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters air-conditioners, animated signs, horns, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. Subscriber shall notify C&I in writing of any remodeling or other changes to the protected premises that may effect the operation of the system.

Transmission Lines: Subscriber shall pay all charges made by any telephone company, equipment vendor or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to C&I's Central Station when a digital communicator, voice communicator, multiplex, or direct line is installed, or when the signals are transmitted to any Municipal Police or Fire Department, or any other intermediary. Subscriber acknowledges that if C&I utilizes a digital or voice communicator for the purposes of transmitting alarm signals from Subscriber's premises to C&I's Central Station, that the signals from Subscriber's alarm system are transmitted over Subscriber's regular telephone service to C&I's Central Station, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in C&I's Central Station during the interruption in telephone service and the interruption will not be known to C&I. C&I, at its option, may utilize a radio frequency system for transmitting alarm signals from Subscriber's premises to C&I's monitoring facility. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate discontinuing such transmission facilities by C&I at C&I's option. Subscriber further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of C&I. Subscriber further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of C&I and are maintained and serviced by the applicable telephone company or utility.

Local Alarm: C&I, upon receipt of information that an audible device is sounding on the premises of Subscriber, will make reasonable effort to notify Subscriber or his designated representative by telephone at the phone number supplied to C&I in writing by Subscriber. If Subscriber cannot be reached, or if C&I is called upon by any person to turn off any audible alarm at the premises at any time, Subscriber authorizes and appoints C&I as its agent to turn off the audible device and agrees to hold C&I harmless and to indemnify C&I, from any damage, loss or liability which may result from the turning off of the alarm by C&I. A service call by C&I to turn off any audible alarm will be charged at C&I's prevailing rates.

False Alarms: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the system, or in the event Subscriber in any manner misuses or abuses the system, or any of C&I's services or personnel, C&I may in its sole discretion declare a material breach of contract on the part of Subscriber and, at C&I's option, in addition to all other legal remedies, be excused from further performance, upon the giving of ten (10) days written notice to Subscriber. C&I's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty or fee is assessed against C&I by any governmental or municipal agency as a result of any alarm signal originating from Subscriber's premises, Subscriber agrees to forthwith reimburse C&I therefore.

In the event C&I dispatches an agent to respond to an alarm signal originating from Subscriber's premises, where Subscriber intentionally, accidentally or negligently has activated the alarm signal, and no alarm condition exists or if C&I makes any service call caused by the inadvertence or negligence of Subscriber, Subscriber shall pay C&I's prevailing hourly rate (one hour minimum) plus C&I's prevailing mileage rate to and from C&I's office for each such service call.

Subscriber represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of C&I and which may cause the alarm to activate. Any and all such alarms which may occur, shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of Subscriber as set forth in this Agreement.

Audible Alarm Shut-Off: Subscriber acknowledges and understands that if the audible alarm has an automatic shut-off device and if the alarm sounds for any reason, it is designed to automatically shut off after sounding for a period of time not to exceed fifteen (15) minutes. Subscriber further acknowledges: Subscriber may have no way of knowing that the system was activated and automatically shut off; that the system may not reset after the audible device has been activated and automatically shut off; and that it therefore may require manual restoral by Subscriber. Subscriber agrees to check the system each day upon opening the premises in order to determine whether or not the system was activated during the previous operating period.

C&I's Access on Termination: In the event that C&I's monitoring and notification service should be terminated for any reason, C&I shall have the immediate right to enter upon the premises of Subscriber to reprogram the master control panel to no longer Communicate with C&I Central Station. Subscriber agrees to continue to pay all charges under this agreement until C&I is allowed access to reprogram the master control panel.

C.2. Entry Report Service: This Section C.2. applies only if "Commercial Only" (reference #9 of Form CIE-C-4, page 5). C&I shall mail to Subscriber a list of persons and times of entry to and exit from the protected premises during the regularly scheduled closed periods. Reports shall be mailed monthly to Subscriber.

D. RESPONSE TO ALARMS:

D.I. Police or Fire Response: This Section D.I. applies only if "24-Hour Central Station Monitoring Schedule" is checked in Section 3D "Services".

Response to Security Alarms:

a) **24-Hour Central Monitoring:** the 24-hour central monitoring station shall without warranty, make every reasonable effort to do the following:

- 1) Except for Listen-In w/Talk-Back monitoring, upon receipt of any alarm signal, Company will telephone the Subscriber location and let the telephone ring up to five (5) times to allow Subscriber to answer the telephone and give cause for the alarm. If the phone is not answered, Company shall transmit the alarm information to the public police, sheriff's department, or others as instructed by Subscriber on the agreement. After the proper authority has been notified, C&I will follow Subscriber's instructions.
- 2) If the Subscriber answers the phone when contacted on an alarm condition, Subscriber shall be required to properly identify themselves, and give the proper ID and/or code word. If erroneous information is given, or Subscriber can not properly identify themselves, then Company shall contact the public police, sheriff's department, or others as instructed by Subscriber on this agreement.

b) **Response to Fire Alarms:**

- 1) Upon receipt of any Fire Alarm Signal, C&I will immediately notify the appropriate Fire Department, then contact Subscriber. If Subscriber does not respond to telephone contact, then appropriate call-people will be contacted to meet Fire Department Officials.
- 2) If the Subscriber answers the phone when contacted on an alarm condition, Subscriber shall be required to properly identify themselves, and give the proper ID and/or code word. If erroneous information is given, or Subscriber can not properly identify themselves, then Company shall contact the public police, sheriff's department, or others as instructed by Subscriber on this agreement.

c) **Response to Panic or Holdup Alarms:** Reference #4 on Central Station Monitoring Schedule for Response (Form CIE-C-4, page 5).

d) **Response to Alarms with Listen-In and Talk-Back:**

Upon receipt of any alarm signal, Company will either: 1) telephone Subscriber, or 2) will be on-line with Subscriber upon receipt of any alarm signal for the sole purpose of listening for activity to determine if the proper authorities should be dispatched.

Subscriber fully understands that the purpose of this procedure is to eliminate false alarms, and one or more of the following conditions must occur before C&I will dispatch the appropriate authorities: 1) some type of sound must exist to indicate an actual break-in or emergency condition, or 2) two (2) separate alarm zones on the main control panel must activate to indicate movement within the premises or building. IF NEITHER 1) OR 2) ABOVE EXISTS DURING THE LISTEN-IN PERIOD, SUBSCRIBER UNDERSTANDS THAT C&I WILL NOT DISPATCH OR CONTACT SECOND CALL PEOPLE, BUT WILL ONLY LOG THE ALARM CONDITION AS A FALSE ALARM. SUBSCRIBER AGREES TO HOLD C&I HARMLESS AND INDEMNIFY C&I FROM ANY DAMAGE, LOSS OR LIABILITY WHICH MAY RESULT WHEN NO DISPATCH TO AUTHORITIES OR SECOND CALL PEOPLE IS MADE UNDER THESE CONDITIONS.

Subscriber acknowledges that the personnel of any municipal police and/or fire departments or other locations are not the agents, employees or servants of C&I, and C&I expressly disclaims any responsibility for the manner in which signals are monitored by police and/or fire departments or other locations, or their response, if any, to such signals. C&I may elect not to dispatch emergency personnel if it has reasonable cause to believe that an emergency condition does not exist. C&I may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber.

E. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE; ADDITIONAL CHARGES:

Subscriber acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. C&I shall have the right, at any time, to increase the monthly charges provided herein to reflect any additional taxes, licenses, permits, fees or charges which hereafter may be imposed on C&I by any utility or governmental agency relating to the service provided under the terms of this agreement, and Subscriber agrees to pay the increased monthly charges.

C&I may properly adjust its rates to meet changing service and monitoring costs, and notwithstanding the terms and conditions set forth herein, after any anniversary date of this Agreement C&I may increase the monthly service charge upon giving the Subscriber thirty (30) days notice in writing.

In the event any payment due hereunder is more than ten (10) days delinquent, C&I may impose and collect a delinquency charge of one and one-half (1-1/2 %) percent per month (18% per annum) of the amount of the delinquency. If alarm system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to C&I all balances due, plus a reconnect charge at C&I's prevailing rates.

F. AUTHORIZED PERSONNEL; OPENING AND CLOSING SCHEDULE:

Subscriber agrees to furnish forthwith a written list of names, titles and residence phone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Subscriber during the regularly scheduled closed period. All changes, revisions and modifications to the above shall be supplied to C&I in writing and be signed by Subscriber or his designated representative. C&I may provide any governmental agency with the information provided to C&I by Subscriber pursuant to this Section F, if requested to do so by such agency, or in response to any subpoena or other legal process.

G. ADDITIONAL PROTECTION; RISK OF LOSS:

Subscriber acknowledges that Subscriber has chosen the system and the services to be provided under his agreement. Additional Liability protection is available and may be obtained from C&I over and above that provided herein, at an additional cost to Subscriber (Form CIE-C-6, page 6). All risk of loss or damage to the system shall be borne exclusively by Subscriber whose obligations hereunder shall not be diminished by any such loss or damage. Subscriber is advised that he should contact his insurance agent concerning coverage of the system.

H. ASSIGNMENT OF RIGHTS:

Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of the duties and obligations under this Agreement. Subscriber may not assign this agreement without the written consent of C&I.

C&I shall have the right to assign this agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to C&I's maximum liability, limited liability and third party indemnifications, inure to the benefit of and are applicable to any assignees and/or subcontractors of C&I, and that they bind Subscriber with respect to the assignees and/or subcontractors with the same force and effect as they bind Subscriber to C&I.

I. DEFAULT BY SUBSCRIBER:

If Subscriber fails to pay any amount herein provided within ten (10) days after payment is due, or if Subscriber fails to perform any other provision hereof within ten (10) days after C&I shall have requested in writing performance thereof, or if any state proceeding in receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, C&I shall have the right but shall not be obligated to exercise any one or more of the following remedies:

- (A) Recover the existing amounts due from Subscriber and continue to provide service under this agreement, in which case C&I shall be entitled to recover, in addition, the monthly amounts due under the contract for the services; and/or
- (B) immediately enter upon Subscriber's premises and remove the system. If C&I removes the system, C&I shall be entitled to recover the existing amounts due under this contract for services up to the date of removal of the system, and in addition damages computed by subtracting from the total sum C&I would have received over the term of the agreement, the total cost to C&I of leasing telephone lines, if any, of any remaining unexpired term of the agreement, plus the anticipated cost of replacement materials and equipment over the unexpired term of the contract. This cost of materials and equipment is to be determined by C&I in its sole discretion. Subscriber acknowledges and agrees that these costs are the only costs involved, and/or
- (C) recover from Subscriber all sums C&I may be entitled to under the law.

J. C&I IS NOT AN INSURER; LIMITATION OF LIABILITY; THIRD PARTY INDEMNIFICATION SUBROGATION:

C&I DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS FROM BURGLARY, HOLD-UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT C&I HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS SUBSCRIBER RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. SUBSCRIBER 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 THIS AGREEMENT. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT C&I IS NOT AN INSURER, THAT SUBSCRIBER ASSUMES ALL RISKS OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF.

IT IS UNDERSTOOD AND AGREED THAT C&I IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER. THAT PAYMENTS PROVIDED HEREIN ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM AND SERVICE PROVIDED. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM C&I'S NEGLIGENCE OR ITS FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS:

- (A) THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT;
- (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PATROL UNIT, OR OTHERS SHOULD THE POLICE DEPARTMENT, FIRE DEPARTMENT, PATROL UNIT, OR OTHERS, BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED;
- (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY PROPERTY LOSS, PERSONAL INJURY OR DEATH WOULD BE PROXIMATELY CAUSED BY C&I'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE;
- (D) THE NATURE OF THE SYSTEM INSTALLED BY C&I.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF C&I SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO C&I'S NEGLIGENCE OR A FAILURE OF THE INSTALLATION, REPAIR SERVICE, MONITORING, PATROL RESPONSE OR THE SYSTEM IN ANY RESPECT WHATSOEVER, C&I'S LIABILITY SHALL NOT EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00) OR SIX (6) MONTHLY PAYMENTS, WHICHEVER IS LESS AND THIS LIABILITY SHALL BE EXCLUSIVE, AND THAT 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 NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT, OR NEGLIGENCE, ACTIVE OR OTHERWISE, OF C&I, ITS AGENTS, ASSIGNS OR EMPLOYEES.

IN THE EVENT SUBSCRIBER DESIRES C&I TO ASSUME GREATER LIABILITY FOR ITS OBLIGATIONS HEREUNDER, SUBSCRIBER MAY OBTAIN AN INCREASED LIMITED LIABILITY BY PAYING AN ADDITIONAL AMOUNT UNDER A GRADUATED SCALE OF RATES PROPORTIONED TO THE RESPONSIBILITY AND AN INCREASED LIMITED LIABILITY ADDENDUM FORM (CIE-C-6) SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF C&I AND THE ADDITIONAL CHARGE. THE ADDENDUM AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD C&I AS AN INSURER.

WHEN SUBSCRIBER ORDINARILY HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT OTHER PERSONS OR THE PROPERTY OF OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS C&I, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE, INCLUDING C&I'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING, INSTALLATION, INSPECTIONS, TESTS, REPAIR SERVICE, MONITORING, OR NON-OPERATION OF THE SYSTEM, WHETHER BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, CONTRIBUTION, INDEMNIFICATION, WARRANTY OR STRICT OR PRODUCT LIABILITY ON THE PART OF C&I, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE WHICH OCCUR WHILE AN EMPLOYEE OF C&I IS ON OR ABOUT SUBSCRIBER'S PREMISES, AND ARE SOLELY AND DIRECTLY CAUSED BY SAID EMPLOYEE. SO FAR AS IT IS PERMITTED BY SUBSCRIBER'S PROPERTY INSURANCE COVERAGE, SUBSCRIBER HEREBY RELEASES, DISCHARGES, AND AGREES TO HOLD C&I HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE SUBSCRIBER'S PREMISE WHETHER SAID CLAIMS ARE MADE BY SUBSCRIBER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH SUBSCRIBER. SUBSCRIBER AGREES TO INDEMNIFY C&I AGAINST, DEFEND AND HOLD C&I HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST C&I BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES. SUBSCRIBER SHALL NOTIFY HIS INSURANCE CARRIER OF THE TERMS OF THIS PROVISION.

K. LIMITED GUARANTEE ON PARTS AND LABOR:

Under the terms of this Agreement, all parts, material, and labor will be covered for one (1) year unless specifically modified by written statement under Schedule of Devices on page 5. Unauthorized maintenance, acts of God, fire, vandalism, misuse, and flood are not covered under this limited guarantee. This limited guarantee does not include batteries unless item No. F under paragraph 3 of "Services" page 1 is checked.

SCHEDULE OF DEVICES

Form CIE-C-1

Qty.	Type Device	Qty.	Type Device	Qty.	Type Device
1	Test Fire Alarm system. Provide owner with written report.				

LIMITED LEASE

Form CIE-C-2

- LIMITED AGREEMENT WITH PURCHASE OPTION LIMITED AGREEMENT WITH NO PURCHASE OPTION.
 REFER TO GENERAL TERMS OF PARAGRAPH A.2., page 2:

A TOTAL OF _____ MONTHLY PAYMENTS AFTER WHICH, SUBSCRIBER HAS THE OPTION TO PURCHASE THE SYSTEM FOR \$_____. IF PURCHASED, THEN AN OPTIONAL MONTHLY MONITORING SERVICE FEE OF \$_____ + tax (if applicable) FOR EACH MONTH THEREAFTER WILL BE CHARGED TO SUBSCRIBER.

IF SUBSCRIBER DOES NOT NOTIFY C&I IN WRITING OF THEIR DESIRE TO PURCHASE THE ALARM SYSTEM, THEN THE LIMITED LEASE SHALL AUTOMATICALLY CONTINUE WITH THE SAME EXTENDED LIMITED GUARANTEE SERVICE.

SCHEDULED INSPECTIONS

Form CIE-C-3

Inspections will consist of periodic inspections as marked below. Dates of inspections will be left with the owner, or if required by law, affixed to central equipment. During the periodic inspections, Commercial & Industrial Electronics, Inc. will perform a thorough inspection in accordance with NFPA Standards and necessary certifications for the equipment described under "Schedule of Devices" (Form CIE-C-1).

Inspections per year: Monthly Bi-Monthly Quarterly Semi-Annually Annually

24 HOUR CENTRAL STATION MONITORING SCHEDULE

Form CIE-C-4

- Method of Monitoring: Digital Radio Frequency Listen-in Other _____ 2. ID#: _____
- Master Equipment Code: _____ 4. Panic/Hold-up (Silent Audible) (Call Subscriber 1st Dispatch Immediately)
- Code Word or No. (max 6 letter's or numbers): _____
- List of Alarm System Codes (Codes reported to our 24 Hr. Central Station) Refer to Addendum For Additional Codes

Code #1 _____	Code #6 _____	Code # _____
Code #2 _____	Code #7 _____	Code # _____
Code #3 _____	Code #8 _____	Code # _____
Code #4 _____	Code #9 _____	Code # _____
Code #5 _____	Code #0 _____	Code # _____
- First Call Instructions Alarm Call-up List (Emergency phone numbers - 911 No.'s CANNOT be used, unless subscribers location is solely within the city limits of Wichita Falls, Texas. You MUST list a normal 3 digit Area Code plus a 7 digit telephone number. EITHER Police OR Sheriff information is applicable, but not both).
 Dept. Name: _____
 Dept. Phone No: () _____
- 2nd Call Instructions Subscriber Call-up List (Individuals names to meet law enforcement officers when there is an alarm condition and Subscriber can not be reached).

Individual	Phone Number
1. _____ ()	_____
2. _____ ()	_____
3. _____ ()	_____
4. _____ ()	_____
- Entry Report Service - Commercial Only - (Open / Close Instructions).

Open
Close

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Special Instructions: (Reference Separate Addendum: "Special 24 Hr. Monitoring Instructions".)

L. GENERAL PROVISIONS:

Direct Connects. The police or fire department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Subscriber or by others due to any failure of such department or other organization.

Attorney's Fees; Limitation of Actions. In the event it shall become necessary for C&I to institute or defend legal proceedings to enforce its rights under this agreement, Subscriber shall pay to C&I reasonable attorneys fees. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

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.

Subscriber's Purchase Order. Subscriber acknowledges that if there is any conflict between this agreement and Subscriber's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of C&I.

Agreement Suspended on Catastrophe. This agreement may be suspended or cancelled, without notice at the option of C&I, if C&I's or Subscriber's premises or the system are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event C&I is unable to render service as a result of any governmental authority.

Return of C&I Identification. In the event that C&I services are terminated, Subscriber agrees to return all labels, window stickers, signs and other material with C&I's insignia to C&I. Until such return all charges under this agreement shall continue to be due and payable.

Entire Agreement; Modification. 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 agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agent. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

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

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Wichita County, Texas.

C&I Operating License. C&I operates under the two following registration numbers:

- 1) Security Registration No. B-02283-0 issued by the Texas Board of Private Investigators and Private Security Agencies, P.O. Box 13509, Capital Station, Austin, Texas 78711, (512) 463-5545, and
- 2) Fire Alarm Registration No. ACR-78355-286 issued by the Texas State Fire Marshal, P.O. Box 2286, Austin, TX 78768-2286, (512) 873-1700.

**NOTICE OF CANCELLATION
FOR RESIDENTIAL CUSTOMERS**

Form CIE-C-5

Date of Transaction _____

You may cancel this transaction without any penalty or obligation within three (3) business days from the date this agreement was signed.

If you cancel, any property traded in and payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by C&I of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to C&I at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of C&I regarding the return shipment of the goods at C&I's expense and risk.

If you do make the goods available to C&I, and C&I does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to C&I, or if you agree to return the goods to C&I and fail to do so, then you remain fully liable for performance of all conditions under this agreement.

To Cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to **COMMERCIAL AND INDUSTRIAL ELECTRONICS, INC.** 5019 Bonny Dr., Wichita Falls, Texas 76302-5299, not later than Midnight of the third (3rd) business day from the date this agreement was signed.

I hereby cancel this transaction.

DATED: _____ SIGNED: _____
Subscriber

INCREASED LIMITED LIABILITY ADDENDUM

Form CIE-C-6

For and in consideration of the additional payment by Subscriber to C&I of the sum of _____ Dollars (\$ _____) per month for the term and any renewal of this Agreement, C&I agrees that its limited liability shall be increased from the Two Hundred Fifty Dollars (\$250.00) or six (6) monthly payments, as stated in Section J of the Agreement, and that C&I's liability shall not exceed:

All other provisions of the Agreement, and of Section J thereof, shall apply to this Agreement, except that C&I's limit of liability shall be increased in accordance with this Addendum.

This Increased Limited Liability Addendum may be canceled at any time by either party.