

Classic

Protection Systems, Inc.

Fire alarm • electronic locks • card access • hood systems
• surge protection • security systems • extinguishers • fire hoses

1648 West Sam Houston Parkway North
Houston, TX 77043
Phone: 713-468-3573 Fax: 713-468-3721
ACR2350 ECR2054 B11630

Alarm Monitoring Service Agreement

AGREEMENT made as of the date indicated below by and between CLASSIC PROTECTION SYSTEMS, INC. (hereinafter called "Company"), and The Hayworth as further identified below (hereinafter called "Subscriber"). Subscriber desires monitoring of its: (CHECK ALL APPLICABLE)

☒ Fire Alarm ☒ Burg ☐ Door Prop Alarm ☐ Elevator ☐ PANIC BUTTON

In consideration of the mutual promises and covenants hereinafter specified, and for other good and valuable consideration, the parties hereto do, for themselves, their successors, and assigns mutually agree as follows:

- 6/8/17
AW
1. The charge for the services covered herein will be ~~\$38.00~~ ^{\$25.00} per month, plus sales tax, payable every (3) months (quarterly). Monitoring of the system(s) located at (Service Address) 1414 Woodhollow Drive Houston to begin on 4/24/2017. Billing The Hayworth Address: 1414 Woodhollow Drive Houston TX 77057.
2. The Subscriber understands that in order to provide the desired monitoring service, the Company must be provided and have on record basic information about the Subscriber's system in order to provide such services. Subscriber also acknowledges that he has provided required information to the Company to perform its obligations under this contract, and Company will rely on the information provided by Subscriber. Subscriber also agrees to provide the Company timely updated information in the event of any changes.
3. Monitoring services for the Subscriber on the system(s) indicated above will be provided as follows:
- a) direct call response by experienced operators to an emergency condition until proper authorities are notified;
 - b) direct call response until a station designated by Subscriber is notified;
 - c) such other services as may be agreed upon by the parties. (Additional fees may apply)
4. The parties agree that the Company's sole obligation under this agreement shall be to monitor signals received from the protective system located at the Service Address. The Company, upon receipt of a signal, shall make reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the person or persons whose names and telephone numbers are provided to the Company by Subscriber, unless there is reasonable cause to assume that an emergency condition does not exist.
5. Subscriber shall carefully and properly set the alarm system at all times when Subscriber intends the system(s) to be operational. Subscriber shall carefully observe such alarm system (security or fire alarm monitoring) for faults and shall immediately report to the Company any claimed inadequacy or failure of the system.
6. The Subscriber acknowledges that all responsibility for maintenance, repair, service, replacement or insurance of the physical components of the system at Subscriber's Service Address is the responsibility of Subscriber and not of the Company under this Agreement. The Company may provide such services under a separate agreement.
7. Subscriber understands that the signals from the electronic protective system that the Company will monitor are transmitted over regular land-based telephone lines (POTS), cellular towers, wireless mesh networking, satellite or internet connections. Subscriber also understands that the Company is not responsible for any monitoring during periods when either Subscriber's or the Company's telephone lines are not working nor is the Company responsible in the event that any natural disaster or so-called act of God causes a disruption in telephone lines, cellular, wireless mesh networking, satellite or internet connections. Company may, at its option, may use any combination of POTS lines, cellular, wireless mesh networking, satellite or internet communications to monitor Subscriber's alarm system, but is not obligated under this Agreement to do so. Company's use of POTS lines, cellular, wireless mesh networking and satellite or internet communications will be solely the responsibility of the Subscriber to maintain in good working order.
8. Subscriber understands that it is responsible for any malfunction of its alarm systems that causes excessive, repetitive alarms (known as "runaway alarm conditions"). If Subscriber is notified of such a runaway alarm condition, it agrees to make reasonable efforts to remedy the condition. In such an emergency, if Subscriber fails to make reasonable efforts to remedy the condition, the Company may, at its option, dispatch repair personnel of its own choosing to make repairs, in which case the cost of repairs will be charged back to Subscriber or Company may suspend monitoring service until the alarm conditions are corrected.

ADDITIONAL TERMS ON REVERSE SIDE.

SUBSCRIBER ACCEPTANCE

Subscriber The Hayworth
Address 1414 Wood Hollow Dr
City Houston State Tx Zip 77057
Name Kimberly J. Hayworth Director
Signature [Signature]

CLASSIC PROTECTION SYSTEMS, INC. ACCEPTANCE

Name Cathy Carsey
Title Vice President
Signature [Signature]
Effective Date of Contract 6-16-17
Date 4/20/17 Contract# 781-0188

9. The Company is not responsible for losses or damages suffered by Subscriber caused by: a) defects or deficiencies in the physical components of Subscriber's alarm systems, b) delay in response time or failure to respond by any person or authority notified by the Company according to Subscriber's written instructions as provided in Paragraph 2 hereof.
10. Unless otherwise agreed, the parties agree that the initial term of this Agreement will be for twelve (12) months and will be automatically renewed on an annual basis, for an additional twelve (12) month period, for a maximum of three (3) additional twelve (12) month periods. The Company reserves the right to adjust the monitoring rate at each annual renewal period. Subscriber understands that it may terminate this agreement for any reason upon written notice to Company, and receipt of such notice by the Company shall terminate Company's obligation to provide services and Subscriber's obligation to pay for same. In the event that Subscriber notifies the Company that Subscriber intends to terminate this agreement, Subscriber needs to provide a 30 day written notice. In the event that Subscriber fails or refuses to make payment for services furnished, or to be furnished by the Company, the Company will give Subscriber at least fifteen (15) days written notice of termination and upon the date fixed in such notice Company's obligation to provide services and Subscriber's obligation to pay shall cease. This agreement may also be suspended, at the Company's option, should the protective equipment at the Service Address of Subscriber become disabled or damaged such that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, act of God, or any other cause beyond the control of the Company.
11. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS, BUSINESS INTERRUPTION, DAMAGE OR ANY OTHER LOSS AT THE SERVICE ADDRESS SHALL BE OBTAINED BY SUBSCRIBER SEPARATELY IF SO DESIRED. IT IS FURTHER UNDERSTOOD AND AGREED BY THE PARTIES THAT THE COMPANY IS BEING PAID TO MONITOR A SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR. IT IS FURTHER UNDERSTOOD AND AGREED BY THE PARTIES THAT THE COMPANY IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO COMPANY'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT AND THE COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS, THAT THE ALARM SYSTEM INSTALLED OR SERVICE SUPPLIED BY THE COMPANY MAY NOT BE COMPROMISED OR THAT THE SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAILURE OF SERVICES PROVIDED BY THE COMPANY UNDER THIS AGREEMENT, NOTWITHSTANDING THE ABOVE PROVISIONS, IF THERE SHOULD ARISE ANY LIABILITY ON THE PART OF THE COMPANY, SUCH LIABILITY SHALL BE LIMITED TO \$750.00. THIS SUM SHALL BE THE COMPLETE LIMIT OF THE COMPANY'S LIABILITY AND SHALL NOT BE DEEMED AS A PENALTY. SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS THE COMPANY, ITS EMPLOYEES AND AGENTS, FOR AND AGAINST ALL THIRD PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO BE CAUSED BY COMPANY'S PERFORMANCE, NEGLIGENT PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.
12. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order or any other document, this contract will govern.
13. It is understood the Company utilizes a licensed UL listed central station located within the State of Texas as a third-party provider for monitoring and reporting services.
14. Any and all annual permits, renewal fees, renewals required by the City or other authority having jurisdiction in regards to possession and/or use of alarm systems are the sole responsibility of the Subscriber.
15. This agreement may not be assigned by Subscriber, except upon the prior written consent of the Company. If the Subscriber no longer requires alarm monitoring at the Service Address, this Agreement may be assumed at the same monitoring rate upon notification to the Company and Company's acceptance of the new subscriber. The transferee must provide the Company with current contact instructions and billing information. This Agreement is intended to be solely for the benefit of the parties hereto and shall not create a right or benefit in favor of any person not a party hereto or in any way increase the rights of third persons or increase the obligations of any party hereto to any third person.
16. If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement will remain in full force and effect.
17. Subscriber and the Company agree that any controversy or claim between them arising out of or relating to this Agreement will be settled exclusively by arbitration, except that the Company reserves the right to seek recovery from Subscriber in a court of law for any amount due the Company by Subscriber. Such arbitration will be conducted in accordance with the commercial arbitration rules, then in force, of the American Arbitration Association. The arbitration award will be final and binding on both parties. Judgment upon such arbitration award may be entered in any court of competent jurisdiction. The arbitrator will not have the power or authority to award exemplary, treble, or punitive damages.
18. The parties specifically agree that any notices required to be given under this agreement shall be made in writing and sent to the address of each party indicated herein, or such other address as from time to time may be provided in writing by either party to the other, that this agreement contains the entire understanding between the parties and may only be altered or modified by a writing signed by the parties, and that this agreement, in all respects, shall be governed and construed solely under the laws of the State of Texas.

Classic Protection Systems, Inc. is licensed and regulated by the
Texas Department of Public Safety Bureau
COMPLAINTS may be directed to:
P. O. Box 4087
Austin, TX 78773-01
(512) 424-7293