

5. INSTALLATION AND USE OF THE EQUIPMENT:

- (a) Upon completion of installation of the System, Comfort Security, Inc. will instruct the Customer in the use of the System.
- (b) Customer will provide space, telephone line service and availability, light and power which are adequate in Comfort Security, Inc.'s judgment for proper installation and operation of the System and will follow all of Comfort Security, Inc.'s instructions regarding service and use of the System.
- (c) Customer will not alter or permit alteration of the System except in a manner approved by Comfort Security, Inc..
- (d) CUSTOMER UNDERSTANDS THAT LOCAL GOVERNMENTS MAY LEVY A FINE OR CHARGE FOR ANY FALSE ALARMS OR SIGNALS WHICH SUMMON AN EMERGENCY SERVICE, AND CUSTOMER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR SIGNAL AND TO PAY RELATED FEES, LEVIES, AND FINES. CUSTOMER HEREBY RELEASES COMFORT SECURITY, INC., AND ITS CONTRACTOR(S) FROM SUCH RESPONSIBILITY AND LIABILITY. CUSTOMER AGREES TO INDEMNIFY COMFORT SECURITY, INC. FOR ALL EXPENSES, INCLUDING ALL FINES, COURT COSTS AND ATTORNEY FEES, INCURRED BY ON BEHALF OF COMFORT SECURITY, INC. IN DEFENDING ANY ACTION BROUGHT BY ANY GOVERNMENTAL AUTHORITY AGAINST COMFORT SECURITY, INC. OR ANY OF ITS OFFICERS, EMPLOYEES OR CONTRACTOR(S) AS THE RESULT OF ANY ALLEGED FALSE ALARM OR SIGNAL RELATING TO THE SYSTEM LOCATION OR OPERATION OF THE SYSTEM. IF, IN COMFORT SECURITY, INC.'S SOLE JUDGMENT, IT IS DETERMINED THAT THE CUSTOMER IS GENERATING AN EXCESSIVE NUMBER OF FALSE ALARMS OR SIGNALS WHICH MAY AFFECT COMFORT SECURITY, INC.'S MONITORING FACILITIES, COMFORT SECURITY, INC. MAY CHARGE CUSTOMER A FEE FOR PROCESSING SUCH FALSE ALARMS AND/OR COMFORT SECURITY, INC. MAY CANCEL THIS AGREEMENT. IN THE EVENT OF CANCELLATION OF THIS AGREEMENT, COMFORT SECURITY, INC. SHALL NOT REFUND ANY MONIES PREVIOUSLY PAID BY CUSTOMER AND SHALL RETAIN THE RIGHT TO COLLECT ANY MONIES DUE OR TO BECOME DUE HEREUNDER.

6. MAINTENANCE:

- (a) Customer agrees that he will immediately notify Comfort Security, Inc. of any difficulty or failure in the operation or function of the System. Customer agrees that he will perform a complete functional test of the System which will include a test signal to the monitoring center on a monthly basis.
- (b) For a period of (1) one year from completion of installation, Comfort Security, Inc. or its contractor(s) will perform all reasonable repairs or replacements to the System at Comfort Security, Inc.'s expense during normal business hours (8:00 a.m. - 5:00 p.m.) Monday through Friday, excluding National Holidays. Comfort Security, Inc. shall endeavor, but is not obligated to make repairs at times before or after normal business hours or Saturdays or Sundays or National Holidays. All services provided by Comfort Security, Inc. and its Contractors during non-business hours, Saturdays, Sundays or National Holidays shall be payable by Customer at Comfort Security, Inc.'s prevailing rates. Expressly excluded here from is damage to or failure of the System as the result of any condition or cause beyond Comfort Security, Inc.'s control, such as misuse, negligence, accident, theft or unexplained loss, fire, flood, winds, acts of God, or the breakdown of the communications media which is supervised, controlled or regulated by third (3rd) parties or repair or alteration by anyone other than Comfort Security, Inc. or its contractor(s).
- (c) At the expiration of the (1) one year period from completion of installation of the System, and continuing as long as this Agreement is in effect, all maintenance of the System, excluding materials or replacement parts but including labor and travel expenses, shall be payable by Customer at Comfort Security, Inc.'s prevailing rates. The prevailing rates for service are always available by calling Comfort Security, Inc.. Customer should inquire about service charges before requesting any service on the System.
- (d) Customer understands that Comfort Security, Inc.'s sole obligation under this Agreement is to install equipment which Comfort Security, Inc. reasonably believes is suitable for originating signals; to monitor signals delivered by means of telephone lines; to repair or replace the System as set forth above; and to notify persons, firms or agencies, as specified by Customer in Section 2 above. COMFORT SECURITY, INC. IS NOT THE MANUFACTURER OF THE SYSTEM, AND COMFORT SECURITY, INC. DOES NOT AND CANNOT REPRESENT OR GUARANTEE THAT THE SYSTEM IS FREE FROM DEFECTS OR THAT THE SYSTEM OR SERVICE MAY NOT BE DISABLED, IN NEED OF REPAIR, COMPROMISED OR CIRCUMVENTED. COMFORT SECURITY, INC. MAKES NO WARRANTY OR GUARANTEE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY:

- (a) Customer understands that COMFORT SECURITY, INC. IS NOT AN INSURER and that Comfort Security, Inc. is not, and cannot be, liable for any special, incidental, indirect, or consequential damages, no matter how caused, nor shall Comfort Security, Inc. be liable for any loss, damage, injury or death which might result to Customer or any other person for whatever reason. Including that hazard or event or the consequence of such hazard or event which Comfort Security, Inc.'s service is intended to detect or avert. CUSTOMER HEREBY AGREES TO RELEASE AND HOLD COMFORT SECURITY, INC., ITS OFFICERS AND EMPLOYEES, AND ITS CONTRACTOR(S) HARMLESS FROM ANY SUCH LOSS, DAMAGE, INJURY OR DEATH, INCLUDING BUT NOT LIMITED TO, THAT WHICH MAY HAVE BEEN CAUSED BY THE NEGLIGENCE OF COMFORT SECURITY, INC., OR IT'S AGENTS OR CONTRACTORS. CUSTOMER FURTHER AGREES TO INDEMNIFY AND TO KEEP INDEMNIFIED COMFORT SECURITY, INC. FOR ALL SUCH LOSS, DAMAGE, INJURY OR DEATH, INCLUDING ALL ATTORNEY FEES, COSTS, AND EXPENSES RELATING TO ANY LAWSUIT IN WHICH ANY SUCH LOSS, DAMAGE, INJURY OR DEATH IS ALLEGED.
- (b) If Comfort Security, Inc. (or its contractors) is unable or unwilling to provide the services as set forth in this Agreement; has failed to perform its obligations pursuant to this Agreement; or is found liable by court for any loss, damage, injury or death to Customer or any other person (whether under a theory of contract, warranty, negligence or otherwise) in any way arising from this Agreement, CUSTOMER AGREES THAT COMFORT SECURITY, INC.'S AND ITS CONTRACTOR(S)' TOTAL COLLECTIVE LIABILITY TO CUSTOMER OR ANY OTHER PERSON SHALL BE LIMITED TO RECOVERY OF NOT MORE THAN ONE (1) YEAR'S SERVICE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN NO EVENT SHALL COMFORT SECURITY, INC. OR ITS CONTRACTOR(S) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

8. INDEMNITY:

Customer agrees that if his actions or failure to act result in any claim, suit, loss, damage, Injury, death or liability, Customer will defend, indemnify, and hold Comfort Security, Inc. harmless and will pay all of Comfort Security, Inc.'s costs and expenses (including reasonable attorney fees, any amount paid in settlement, and any award or judgment).

9. OWNERSHIP AND INSPECTION:

- (a) Customer shall be solely responsible for any loss or damage to the System due to Customer's misuse, abuse or neglect, and if repair for such loss or damage must be made by Comfort Security, Inc., Customer shall at his own expense, maintain in effect an adequate all risk insurance policy covering the System. No loss or damage to the System or any part thereof shall impair or excuse any of Customer's obligations under this Agreement, which shall continue in full force and effect.
- (b) Customer shall keep the System free and clear of all mortgages, pledges, liens and encumbrances, and may attempt to sell or otherwise transfer or remove the System. Customer shall not attempt to assign the System or the Service hereunder without the prior written consent of Comfort Security, Inc..
- (c) Customer shall allow Comfort Security, Inc. free access to the System at all reasonable times for the purpose of inspection and any other purpose contemplated by this Agreement. At the expiration or earlier termination of this Agreement, Comfort Security, Inc. shall remove the System from the System Location, but Comfort Security, Inc. shall not be responsible for restoring the System Location to its condition prior to installation and removal.
- (d) Customer acknowledges that after installation, the System may be subject to examination by local governmental authorities, and Customer shall provide access to such authorities. In the event the System fails to pass such inspection, Comfort Security, Inc. shall have the option of making repairs or modifications to the installation of the System or removing the System and terminating this Agreement.

10. REMEDIES:

Customer shall be in default hereunder and there shall be a breach of this Agreement if:

- (a) Customer fails to pay any fees or charges of any kind when due or fails to perform other obligations set forth in this Agreement and such failure continues for a period of ten (10) days after issuance of written notice by Comfort Security, Inc.; or
 - (b) Customer attempts to remove, sell, transfer or encumber the System except as expressly permitted herein; or
 - (c) Customer otherwise fails to comply with any of its obligations hereunder
- In the event of Customer's default hereunder, Comfort Security, Inc. may at its option do any or all of the following: (i) by notice to Customer, terminate the Agreement; (ii) without terminating this Agreement take possession of the System wherever located and for such purpose, enter the System Location without liability for doing so; (iii) by notice to Customer, declare immediately due and payable all monies to be paid by Customer during the initial term and/or any renewal thereof; (iv) exercise any and all other remedies available at law or equity including, but not limited to, seeking actual damages it has incurred. Comfort Security, Inc. shall also be entitled to recover all reasonable collection expenses, court costs and attorney fees. The subsequent acceptance by Comfort Security, Inc. of any fees or charges shall not be deemed a waiver of any prior existing breach of Customer regardless of Comfort Security, Inc.'s knowledge of such prior existing breach at the time such payment(s) are accepted.

11. SYSTEM SCHEDULE:

Comfort Security, Inc.'s basic System is comprised of:

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| a) 1 Alarm Control Panel | e) 1 Infrared Sensor |
| b) 1 Standby Battery | Interior Trap Device |
| c) 1 Plug in Transformer | f) 1 Siren |
| d) 1 Remote Keypad | g) Up to 3 Magnetic Door Sensors |

12. GENERAL:

- (a) This Agreement, together with the Notice of Cancellation and Customer Check List constitute the entire Agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations. No covenant, term or provision of this Agreement may be modified or waived, and the acceptance of any payments by Comfort Security, Inc. or its failure to exercise any rights or remedies available to it shall not constitute a waiver of any default by Customer unless such waiver is express and is evidenced by a writing duly executed by an Comfort Security, Inc.'s officer.
- (b) All notices shall be in writing (or promptly confirmed in writing) and shall be delivered by U.S. Mail, postage prepaid, to such address as such party shall have designated herein, or to such other address as such party shall have designated by proper written notice. Notice of Cancellation of this Agreement shall be given to Comfort Security, Inc. at the address set forth above by mailing or delivering a signed and dated copy of the attached Notice of cancellation or any other written notice or by sending a telegram not later than midnight of the third business day after the date of this Agreement.
- (c) If any provision of this Agreement is determined by a court to be invalid or unenforceable, then such provision shall be deemed to be amended and interpreted to the extent possible to make it valid and enforceable and the remaining provisions shall be enforceable according to their terms. If such provision is not capable of such amendment and interpretation, then such provision shall be severed from the Agreement with the remaining terms and provisions to continue in effect.
- (d) This Agreement shall inure to the benefit of the estate and heirs of Customer. Otherwise this Agreement may not be assigned by Customer without the prior written consent of Comfort Security, Inc.. Any attempt by Customer to transfer by any means the rights, duties or obligations of this Agreement shall be of no force or effect. This Agreement may be assigned by Comfort Security, Inc..
- (e) The obligations of Comfort Security, Inc. shall terminate at the option of Comfort Security, Inc. and upon written notice to Customer in the event of any condition or cause beyond the control of Comfort Security, Inc. which affects the performance of the obligations of Comfort Security, Inc. under this Agreement, including, but not limited to, misuse of the System, negligence of Customer or others, accident, theft, unexplained loss, fire, flood, wind, acts of God, governmental action, acts of war, power outages, acts of terrorism, embargoes, strikes, shortages or loss of use of the means by which Comfort Security, Inc. is monitoring the System.
- (f) This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Texas.
- (g) **CREDIT APPROVAL (W.A.C.)**

The undersigned applicant understands and agrees that recipient of this application may receive credit information about the applicant, or it's executive officers or principals, from third parties such as other businesses, creditors, or third party reporting agencies. Further, the under signed applicant understands, agrees and authorizes the recipient of this application to provide credit and experience information, including without limitation information contained in this application, to others seeking such information and expressly authorizes the information on this application to be shared with the recipient's affiliates.