

GRANITE SECURITY SYSTEMS
 4515 Hudson Bend Road #100, Austin, TX 78734
 (512) 302-1181

SUBSCRIBERS RESPONDER LIST / ZONE LIST

Name:	Acct #(s):
Address:	Equip: Format:
City, ST, Zip:	Seized Phone Number:
Password: Gate Code:	<input type="checkbox"/> Intrusion <input type="checkbox"/> Fire <input type="checkbox"/> Panic Alarm <input type="checkbox"/> PERS
Email:	<input type="checkbox"/> Phone <input type="checkbox"/> Cell <input type="checkbox"/> Internet <input type="checkbox"/> Remote Access
Police Dept:	Fire Dept:
I _____ (Signature Required) have received notification of alarm permit requirements	

Subscribers Responder List: (Unless otherwise noted, responder #1 will be called first before any PD dispatch)

Name:	Telephone No:
1.	
2.	
3.	
4.	
5.	
6.	

Zone List: (Additional zones may be attached separately if needed)

1.	9.
2.	10.
3.	11.
4.	12.
5.	13.
6.	14.
7.	15.
8.	16.

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

2. Upon GRANITE SECURITY SYSTEMS (hereinafter referred to as "GSS" or "ALARM COMPANY") receiving an emergency alarm from the Subscriber's system, Subscriber hereby directs GSS or its designee central office to contact the responders listed above in the specific order presented, unless updated at a later date and time by subscriber. Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

3. Upon GSS receiving an emergency alarm from the Subscriber, Subscriber DOES DOES NOT direct GSS to attempt to contact Subscriber first before contacting any responders.

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the primary responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Should GSS receive a customer's alarm and is not able to solicit a verbal response from the Subscriber, Subscriber DOES DOES NOT wish to have a PUBLIC RESPONDER contacted before GSS contacts the customer's responders as specifically designated above.

6. GSS hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, GSS shall attempt to notify the rest of the Subscriber's responders list in the order provided by Subscriber. Unless otherwise provided in the list GSS will make a reasonable effort to contact the first person reached or notified on the list via a telephone call. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with GSS's notification obligation. Subscriber may provide GSS with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

Alarm Representative: _____

Date: _____ / _____ / 20_____

Customer: _____

Date: _____ / _____ / 20_____

ACCT: # _____

Regulated By: The Texas Department of Public Safety Private Security Bureau
Complaints Directed To: P.O. Box 4087, Austin, TX 78773-000
(512) 424-7293 or private_security_bureau@dps.texas.gov, License No.: B-08601

GRANITE SECURITY SYSTEMS
4515 Hudson Bend Road #100, Austin, TX 78734
(512) 302-1181

STANDARD SECURITY AGREEMENT

Subscriber's/Buyer's Name: _____

Address: _____

Telephone No.: _____ Date: _____

1. **GRANITE SECURITY SYSTEMS** (hereinafter referred to as "GSS" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises.

2. DESCRIPTION OF SERVICES:

Check services provided:

Monitoring Service Inspection Other: (See Attached Schedule of Equipment and Services.)

3. CHECK BOX FOR APPROPRIATE SERVICES AND CHARGES: (Only services selected are included)

(a) **CENTRAL STATION MONITORING:** Subscriber agrees to pay GSS:

(i) The sum of \$ _____, for the installation and programming of the software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ _____, plus tax, per month / year, for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month:

Intrusion Panic Alarm Fire Telephone Cellular/Radio Internet

(iii) The sum of \$ _____ plus tax, per month / year for the term of this agreement. Select remote access / video services to be provided:

Video Monitoring for Streaming Video Data Remote Access by Subscriber (Interactive)

(b) **INSPECTION:** Subscriber agrees to pay GSS \$ _____ plus tax, per month / year, for the term of this agreement for inspection service. If this option is selected GSS will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services, inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. GSS will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair.

4. SERVICE

Subscriber agrees to pay GSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay GSS for all parts and labor at time of service. Subscriber is not obligated to call GSS for per call service and GSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than GSS during warranty period relieves GSS of any further obligations under the Limited Warranty. GSS completes all repairs and or maintenance to any GSS system (security, camera, etc.) during regular business hours (Mon - Fri. 8 am - 5 pm). Service includes all parts and labor, and GSS shall service upon Subscriber's request the security system installed in Subscriber's premises within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without GSS's written consent. IF AN EMERGENCY TECHNICIAN IS REQUESTED TO BE DISPATCHED FOR REPAIRS TO SUBSCRIBERS SYSTEM BEFORE OR AFTER REGULAR BUSINESS HOURS. AN EMERGENCY REPAIR FEE OF NO LESS THAN \$200.00 + TAX, PER HR, WILL BE CHARGED AT TIME OF THE SERVICE CALL AND PAYMENT MUST BE RENDERED IN FULL PRIOR TO GSS'S TECHNICIANS DEPARTURE FROM THE CLIENTS PREMISES.

Initial _____

5. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF GSS.** Provided Subscriber performs this agreement for the full term thereof, upon termination GSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by GSS is the intellectual property of GSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property of GSS while being leased, unless equipment has been purchased outright and or is preexisting to monitored location and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair, or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by GSS.

6. **TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof GSS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase.

7. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, GSS or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and Subscriber may obtain a written response policy from GSS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery

signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of GSS or GSS's designee central office and GSS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of GSS and are not maintained by GSS except GSS may own the radio network, and GSS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish GSS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List GSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with GSS's notification obligation. All changes and revisions shall be supplied to GSS in writing. Subscriber authorizes GSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests GSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay GSS \$90.00 for each such service. GSS may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by GSS.

8. REMOTE SERVICES ACCESS: If Remote Access and or Remote Viewing is included in the Schedule of Equipment and Services to be installed and services provided by GSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with GSS's remote services. GSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by GSS or a third party. GSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. GSS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access at Subscriber's premises. GSS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system GSS will authorize Subscriber access. GSS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and GSS shall have no liability for such third party unauthorized access. GSS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. GSS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense.

LIMITED WARRANTY ON SALE

10. In the event that any part of the security system becomes defective, or in the event that any repairs are required, GSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. GSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. GSS is not the manufacturer of the equipment and other than GSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, GSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. GSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. GSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than GSS. GSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by GSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on GSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that GSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for GSS's breach of this agreement or negligence to any degree under this agreement is to require GSS to repair or replace, at GSS's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, GSS will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

11. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code GSS makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Buyer's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then GSS will install fire alarm equipment pursuant to AHJ requirements. Buyer agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Buyer at time said additional equipment is requested.

12. DELAY IN INSTALLATION: GSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including GSS's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

13. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System monthly and to notify GSS if it is in need of repair. Service if provided is pursuant to paragraph 4.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any similar means shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3 (iii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without GSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION/RISK OF LOSS OF MATERIAL: GSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in GSS's sole discretion for the installation and service of the security system, and GSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. Subscriber assumes all risk of loss of material once delivered to the job site.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by GSS.

17. LIEN LAW: GSS or any subcontractor engaged by GSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS GSS, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD-PARTIES OR BY SUBSCRIBER, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY GSS'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against GSS or GSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of GSS. GSS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: GSS AND SUBSCRIBER AGREE THAT GSS IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. THE SECURITY EQUIPMENT AND GSS'S SERVICES ARE DESIGNED TO REDUCE CERTAIN RISKS OF LOSS, THOUGH GSS DOES NOT GUARANTEE THAT NO LOSS WILL OCCUR. GSS is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by GSS's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases GSS from any claims for contribution, indemnity or subrogation.

20. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which GSS is named as additional insured. GSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against GSS and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF GSS AS A RESULT OF GSS'S NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF GSS'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, OR STRICT PRODUCTS LIABILITY, THAT GSS'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 5% OF THE SALES PRICE OR 6 TIMES THE AGGREGATE OF MONTHLY PAYMENTS FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER.

If Subscriber wishes to increase GSS's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with GSS's increased liability. This shall not be construed as insurance coverage.

22. LIQUIDATED DAMAGES: THE PARTIES AGREE THAT IN THE EVENT SUBSCRIBER SUFFERS DAMAGES AS A RESULT OF GSS'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ANTICIPATE OR FIX ACTUAL DAMAGES. THEREFORE, SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF GSS, SUBSCRIBER AGREES TO ACCEPT \$250.00, OR THE AMOUNT PROVIDED FOR IN PARAGRAPH 23, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES IN COMPLETE SATISFACTION OF SUCH LIABILITY AND GSS IS RELEASED AND DISCHARGED FROM ANY FURTHER LIABILITY.

23. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by GSS, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of GSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix GSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to GSS, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and GSS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If GSS prevails in any litigation between the parties, Subscriber shall pay GSS's legal fees. In any action commenced by GSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Service of process or papers in any legal proceeding between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Texas and agrees that any litigation between the parties must be commenced and maintained in the county where GSS's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against GSS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against GSS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against GSS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

24. GSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that GSS is authorized and permitted to subcontract any services to be provided by GSS to third parties who may be independent of GSS, and that GSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that GSS shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints GSS to act as Subscriber's agent with respect to such third parties, except that GSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to GSS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of GSS.

25. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of GSS assigned by GSS to perform any service for or on behalf of Subscriber for a period of two years after GSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, GSS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with GSS, times twelve, together with GSS's counsel and expert witness fees.

26. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse GSS for any fines relating to permits or false alarms.

Subscriber: _____ & GSS's Company Representative: _____

GSS shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should GSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay GSS for such service or material.

27. FAIR CREDIT REPORTING ACT: In compliance with the Fair Credit Reporting Act ("FCRA"), the Subscriber hereby authorizes GSS to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Subscriber to GSS to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

28. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants GSS a security interest in the security equipment installed by GSS and GSS is authorized to file a financing statement.

29. FULL AGREEMENT/SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except GSS's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.

30. TEXAS PROPERTY CODE NOTICE REQUIREMENT. This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this agreement. If you have a complaint concerning a construction defect arising from the performance of this agreement and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

REQUESTED SERVICES AND CHARGES *(See page 1 of GSS' contract for additional references)*

CENTRAL STATION MONITORING:

- Monitoring (i) \$ _____ (ii) \$ _____ Mo / Yr
- Remote Access \$ _____ Mo / Yr Annual Inspection \$ _____ Mo / Yr

CREDIT CARD AUTHORIZATION:

Credit Card #: _____ Cardholder's Name *(As it appears on credit card)*: _____

Expiration Date: _____ Security Code: _____ Billing Address: _____

Visa M/C Amex Discover

I authorize GSS to have my credit card automatically charged for all charges under this agreement.

Subscriber Signature _____ Print Name _____

DIRECT DEBIT AUTHORIZATION:

I authorize GSS to initiate ACH debits from the below ACCOUNT/DEPOSITORY for the payment of all recurring charges as payments become due as set forth above for the term of this agreement.

I agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from GSS at least 10 days prior the payment being collected.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify GSS in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that GSS may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$ _____ charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Account Type: Savings Checking Bank Name: _____

Name on Acct: _____ Bank Routing #: _____

Account Number: _____ Bank Address: _____

Subscribers Signature _____ Print Name _____

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE AGREEMENT AND SUBSCRIBERS RESPONDERS LIST / ZONE LIST AT TIME OF EXECUTION.

GRANITE SECURITY SYSTEMS REP:

SUBSCRIBER:

Representative Signature _____

Subscribers / Buyers Signature _____

Print Name _____

_____/_____/_____
Date

Subscriber: _____ & GSS's Company Representative: _____

License No.: B-08601

Regulated By: The Texas Department of Public Safety Private Security Bureau
Complaints Directed To: P.O. Box 4087, Austin, TX 78773-0001, (512) 424-7293
or privatesecuritybureau@dps.texas.gov

GRANITE SECURITY SYSTEMS
4515 Hudson Bend Road #100
Austin, TX 78734
(512) 302-1181

NOTICE OF CANCELLATION

GRANITE SECURITY SYSTEMS (hereinafter referred to as "GSS" or "Seller") to enter date of transaction

Date

Customer Name

Customer Address

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by GSS of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to GSS 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 GSS regarding the return shipment of the goods at GSS's expense and risk.

If you do make the goods available to GSS and GSS does not pick them up within 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 GSS, or if you agree to return the goods to GSS and fail to do so, then you remain liable for performance of all obligations under the contract.

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: Granite Security Systems, 4515 Hudson Bend Road #100, Austin, TX 78734.

NOT LATER THAN MIDNIGHT OF _____
GSS to enter date by which buyer must give notice of cancellation.

I HEREBY CANCEL THIS TRANSACTION

Date of Cancellation to be entered by buyer

Buyer's Signature

**2 COPIES OF THIS FORM RECEIVED BY
BUYER ON DATE OF TRANSACTION**

Buyer initial to acknowledge receipt of these forms