

9. LS IS NOT AN INSURER: LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: In consideration for the providing of service by LS, or its agents, it is understood and agreed; LS is not an insurer; Insurance, if any, shall be obtained by the Client; that payments provided herein are based solely upon the perceived value of the services provided, and are unrelated to the value of the Client's property or the property or others located in Client's Premises. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the system to operate, or a failure of LS, or of its agents, to perform any of the obligations herein with the resulting loss to the Client, because of, among other things:

- (a) The uncertain amount of value of Client'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 or service is designed to detect or avert.
- (b) The uncertainty of the response time of the police department, fire department, paramedic unit, LS' agent, or others, should they be dispatched as a result of a signal being received;
- (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by LS' failure to perform or by its equipment to operate;
- (d) The uncertain nature of occurrences which might cause injury or death to Client or any other person which the system is designed to detect or avert;
- (e) The nature of the system installed or of the services provided.

Client understands and agrees that if LS or its agents should be found liable for loss due to the failure of the system or services in any respect whatsoever, LS and its agents liability shall be limited to a sum equal to ten percent (10%) of the amounts payable hereunder or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, as liquidated damages, and not as a penalty, 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 nonperformance of the obligations imposed by this contracts, or from negligence, active or otherwise, of LS, its agents or assignees or employees.

9.1 If Client wishes LS or its agents to assume a greater liability than set forth above, then an additional rider shall be attached to this Agreement outlining the terms and conditions of greater liability and an additional charge shall be borne by Client for this rider. This additional rider in no way makes LS, or its agents an insurer and only affects the maximum amount of liquidated damages Client may recover.

10. THIRD PARTY INDEMNIFICATION: When Client in the ordinary course has the property or care of others in his custody or responsibility, or the alarm system extends to protect the property of others, Client agrees to and shall indemnify, defend, and hold harmless LS, 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, demands, or lawsuits, regardless of cause including LS or its responding agent's performance or failure to perform any of the obligations herein, LS' or its agent's negligence, or a failure of the monitoring equipment or service, whether these claims be based upon active or passive negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of LS, its employees or agents.

11. ASSIGNEES/SUBCONTRACTORS OF LS: LS shall have the right to assign this Agreement to any other persons, firm or corporation without notice to Client and shall have the further right to subcontract any services, including alarm response and monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to LS' maximum liability, liquidated damages, disclaimer of warranties and third party indemnification inure to the benefit of and are applicable to any assignees and/or subcontractors with the same force and effect as they bind Client to LS.

12. LS' EQUIPMENT: Client acknowledges and agrees that if LS has installed a communicator, Star-Link transmitter, or other equipment pursuant to section 1.0 of this Agreement; That upon Client default, or termination of service, LS is authorized to enter the Premises of Client and, at LS's option to remove the equipment, remove LS' account programming information; for which the Client agrees to pay a charge of \$50.00. LS may choose to abandon it instead. Removal shall be without prejudice to the collection of any and all sums due under the term of this Agreement or extensions or renewals thereof. LS is not responsible to restore any previously installed equipment or remedy or repair anything caused by the equipment installation or its removal. Client shall return equipment to LS in good condition, reasonable wear and tear excepted. Client agrees not to damage, encumber, tamper with or dispose of the equipment. In the event of loss or damage to the equipment, Client agrees to pay LS the reasonable value for its replacement or repair. Client agrees that the installation of any equipment does not create a fixture to Client's Premises. Client agrees that a failure on the Client's part to allow LS ample and reasonable access to remove the equipment, or reprogram obligates the client to continue to pay for the service at full rate regardless of whether the account is actually being monitored/serviced or not.

13. FALSE ALARMS; PERMIT FEES: In the event an excessive number of false alarms are caused by Client's carelessness, equipment malfunction, malicious action, or accidental use of the alarm system, or in the event Client in any manner abuses the system, LS may in its sole discretion deem same to be a material breach of this Agreement and at its option in addition to all other remedies available to LS, be excused for further performance upon the giving of five (5) days written notice to Client. Client shall secure, pay, and maintain all licenses or permits that may be necessary from governmental or insurance authorities for the monitoring and use of the alarm system(s). Client agrees to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services or equipment provided pursuant to this Agreement, and is solely responsible for knowledge of the applicable laws and ordinances regarding them. Client agrees not to offset any such payments from the amounts to be paid LS pursuant to this Agreement. Client agrees to reimburse LS for any such sums assessed directly against LS, as well as any other costs incurred and paid by LS as a result.

14. ENTIRE AGREEMENT: 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. LS' DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO CLIENT ARISE SOLELY FROM THIS AGREEMENT. This Agreement supersedes all prior representations, understandings or agreements of the parties and that parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in and shall be governed by the laws of the State of Texas.

15. LONE STAR provides no expectation that any public agency will respond to any signal transmitted or received by LS or LS's communication to them. That if they respond at all, that they will respond in a timely manner, as the choice to respond and the speed with which they might respond are wholly beyond LS's control. LS does not offer "burglar alarm" monitoring.

16.1 Client acknowledges receipt of a copy of this Agreement. The terms and conditions contained on the reverse side are incorporated by reference herein.

16.2 LS's address of record is : 700 Lavaca St., Suite 1401 Austin, TX 78701

17. DISCLAIMER OF WARRANTIES: LS does not represent or warrant: That the monitoring or services will prevent or reduce any loss or harm by burglary, fire, hold-up, medical emergency or otherwise, or that the services will in all cases provide the protection or function for which they may be intended. Client acknowledges and agrees: that LS has made no representations or warranties expressed or implied, as to any matter whatsoever, including without limitation the condition of the monitoring equipment, its merchantability, or its fitness for any particular purpose: nor has Client relied on any representation or warranties, expressed or implied. Client further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create an express warranty, and there are no warranties which extend beyond the face of this Agreement hereof. Client acknowledges that LS is not liable for any damage done to the property, structure, or its contents caused by any of its agents. Client further acknowledges and agrees: that LS is not an insurer; that Client assumes all risk of loss or damage to Client's Premises or to the contents thereof; and that Client has read and understands all of this Agreement, particularly Paragraphs 9, 9.1 and 10, which set forth LS' maximum liability in the event of any loss or damage to Client.

18. LS assumes no liability for any damage done to the premises during the connection, installation or any subsequent service of the system, this includes damage that is a result of either accidental or negligent acts.

19. INVALID PROVISION: If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

20. EMERGENCY SERVICE: Client authorizes LS to take, or to not take, any measures or actions that LS or its agents deem necessary in a situation where the system is either malfunctioning or an emergency is deemed to exist, in the sole opinion of LS, and LS is unable to reach client's authorized persons. Client agrees to reimburse LS for any costs incurred by LS in such a circumstance.

THIS AGREEMENT SHALL NOT BE BINDING UPON LONE STAR UNLESS APPROVED BY LS'S COMPANY MANAGEMENT. ONLY THE LS COPY NEED BE APPROVED, UNLESS A CHANGE IN A CONDITION IS MADE. IN THE EVENT A CHANGE IN A CONDITION IS MADE, ADDED OR DELETED, THE CONDITION MUST BE APPROVED BY LS' MANAGEMENT ON THE CUSTOMER'S COPY FOR THE CHANGE TO BE BINDING ON LS.

Client: _____ (Print Name) _____ (Signature) _____ / / DATE:

ACCEPTED: Approved By _____ LONE STAR: _____ Agent: _____ / / DATE:

(Company Management)

Agent: