

Security Service Agreement

Log No. _____

I.D./Acct No. _____

Section 1. Customer Information

<input type="checkbox"/> Texana Security, LLC <small>("Company" or "WE" or "Us" or "Our")</small> 1611 N. Stemmons Fwy, Ste 110, Carrollton, TX 75006 (972) 466-9080 • 877-4-TEXANA • Fax (325) 655-9576	Customer Name <small>"You" or "Your"</small> <i>Tom Green County Library</i>	Billing Address if different
	Authorized Representative	
<input type="checkbox"/> San Angelo Security Service <small>("Company" or "WE" or "Us" or "Our")</small> 1013 W. Beauregard, San Angelo, Texas 76901 (325) 655-3280 • (800) 766-5993 • Fax (325) 655-9576	Address <i>33 W. Beauregard</i>	
	City <i>San Angelo</i>	
	State / Zip <i>Tx 76901</i>	
<input type="checkbox"/> Supreme Security Service <small>("Company" or "WE" or "Us" or "Our")</small> 4409 Crawford Dr, Abilene, Texas 79602 (325) 692-0480 • (800) 888-4766 • Fax (325) 795-8487	Telephone	E-mail
	Fax	
<input type="checkbox"/> Security Depot <small>("Company" or "WE" or "Us" or "Our")</small> 2212 S. International Blvd., Weslaco, Texas 78596 (956) 968-1111 • (800) 725-0111 • Fax (956) 969-3465	Leas Source	
	Referred by:	
<input type="checkbox"/> Other <small>("Company" or "WE" or "Us" or "Our")</small> Address _____ Phone _____	Social Security # or Tax I.D. # <i>75-6001184</i>	
System owned by company unless Customer-Owned box is checked. <input checked="" type="checkbox"/> Customer-Owned <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial		

Section 2. Service to be Provided

	Monthly Fee		Monthly Fee
Video Equipment Lease including Monitoring (CCTV)		Video Equipment Lease without Monitoring (CCTV)	
Burglar Alarm Monitoring		Cellular Monitoring	
Fire Alarm Monitoring (Additional)	<i>20.00</i>	Service/Repair Agreement	
Openings/Closings		Openings/Closings Reports	
Videofied Monitoring		Other:	

Billing Frequency

- Monthly (Bank Draft Only)
 Quarterly
 Semi Annual
 Annual
 Bank Draft
 Credit Card

Monthly Fees *20.00*

Tax *Exempt*

Total Monthly Fees *20.00*

Section 3. Equipment to be Installed

Quantity	Item	Quantity	Item
			<i>1 year contract</i>

Section 4. Declinations

- A. Service/Repair Agreement. If declined the service call will be billed at the current hourly rate with a one hour minimum. Decline _____ (initial)
- B. Cellular Security system Back up. Decline _____ (Initial) This is an alternate means of sending signals to central station if standard phone lines are inoperable.

Section 5. Billing

- I authorize Company to
- charge my credit card
 draft my bank account
 for the listed below for the following services:
- Installation
 Monthly Fees
 Visa
 MasterCard
 Discover
 American Express

YOU ACKNOWLEDGE THAT: (1) WE HAVE EXPLAINED THE FULL RANGE OF EQUIPMENT AND SERVICES AVAILABLE TO YOU; (2) ADDITIONAL EQUIPMENT AND SERVICES OVER THAT DESCRIBED ABOVE ARE AVAILABLE AND MAY BE OBTAINED FROM US AT AN ADDITIONAL CHARGE. THIS AGREEMENT IS VOID IF YOU SIGN FOR ONLY THE EQUIPMENT.

Customer Name & Address _____
 Branch _____

Log No. _____

Section 6. Supplemental Customer Information

Home Telephone Number	
Daytime Telephone Number	
Mobile Number	
Local Police Department Name	
Local Police Department Telephone Number	
Local Fire Department Name	
Local Fire Department Telephone Number	
Medical Emergency Ambulance Company (If other than Fire Department)	
Ambulance Company Telephone Number	

Section 7. Emergency Contact List

The following persons will need to have a key to the premises and will be expected to meet the Authorities at the premises.

Name	Telephone
Don Killam	659-6505(W) 234-1231(C)
Videofied Only Main Contact for changes	Name: _____ Phone: _____

Section 8. Password/Personal Identification Code

Section 9. Referrals

Name	Address	Telephone

Section 10. Business Customers Only

Open/Close YES No **Supervised:** YES No **Reports:** NONE WEEKLY BI-WEEKLY MONTHLY

For Supervised openings and closings, our standard procedure is to contact a business no sooner than 15 minutes and not later than 30 minutes should it not adhere to the times noted here. If we do not receive an answer and/or a sufficient explanation (primarily concerning closings), we then contact the appropriate law enforcement agency and a person designated on the call list. Use the space provided to explain any special instruction you wish us to follow:

1. Open: Close:

Monday	_____ M	_____ M
Tuesday	_____ M	_____ M
Wednesday	_____ M	_____ M
Thursday	_____ M	_____ M
Friday	_____ M	_____ M
Saturday	_____ M	_____ M
Sunday	_____ M	_____ M

For Videofied Only Hours of Operation		
	Open:	Close:
Monday	_____ M	_____ M
Tuesday	_____ M	_____ M
Wednesday	_____ M	_____ M
Thursday	_____ M	_____ M
Friday	_____ M	_____ M
Saturday	_____ M	_____ M
Sunday	_____ M	_____ M

Auto Arm / Disarm
Yes _____ No _____
Customer requests no call without video verification.
Signature _____

2. List holidays your business will be closed

IMPORTANT TERMS AND CONDITIONS

1. **PAYMENTS; TERM; CONSUMER REPORT.** All charges are payable in advance. The initial term of this Contract is for three (3) years. Our alarm monitoring and notification services will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. This Contract will automatically renew for successive one (1) year terms unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If terminated, this Contract ends on the last day of the then-current term. You authorize us to obtain a ~~NON-**INVESTIGATIVE** CONSUMER REPORT~~ about you from a consumer reporting agency at any time during the term.
2. **YOUR EARLY TERMINATION OF THIS CONTRACT. YOU AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND TO PAY FOR THE SERVICES FOR THREE (3) FULL YEARS. ACCORDINGLY, YOU AGREE THAT IF YOU TERMINATE THIS CONTRACT PREMATURELY (DURING THE FIRST THREE YEARS) BY REQUEST OR NON PAYMENT THE BALANCE OF CONTRACT WILL BECOME DUE.** ↑ 1 YEAR
3. **INCREASES IN CHARGES.** We have the right to increase the monthly service charge at any time after the first year. If you give us a written objection to the increase within thirty (30) days of your receipt of notice of the increase, and if we do not waive the increase, then you may terminate this Contract effective thirty (30) days after our receipt of your written notice of termination. In this situation you will not have to pay the early termination charges described in Paragraph 2.
4. **ADDITIONAL CHARGES.** You agree to pay all false alarm assessments, taxes, fees or other charges of any police or fire department, or any other governmental body. You agree to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. You agree to pay us to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. You agree to pay to us any increases in our cost for facilities used for transmitting alarm signals under this Contract. You agree to pay a service charge if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions; failed to properly lock or close a window, door, or other protected point; or improperly adjusted CCTV cameras, monitors or accessories.
5. **NOT AN INSURER.** WE ARE NOT AN INSURER, AND YOU SHOULD OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT YOU PAY US IS BASED UPON THE SERVICES WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS CONTRACT AND IS UNRELATED TO THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN YOUR PREMISES. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON.
6. **LIMITED LIABILITY.** IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS CONTRACT. YOU AGREE THAT WE AND OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND PARENT COMPANIES ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT. IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE GREATER OF \$500 OR 10% OF THE ANNUAL SERVICE CHARGE YOU PAY UNDER THIS CONTRACT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE OR FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT YOU AGREE WE ARE NOT AN INSURER.
7. **EXCLUSIVE DAMAGES REMEDY.** YOUR EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN PARAGRAPH 6 ABOVE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. **HOLD HARMLESS.** IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARISING OUT OF THE SERVICES WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD US COMPLETELY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM INCLUDING YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COST AND ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.
9. **OTHER PARTY'S LIMITATION.** IF YOU PURCHASED OUR SERVICES OR SYSTEMS THROUGH ANOTHER BUSINESS OR PERSON, OR FROM US THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, YOU AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR. SUCH BUSINESS OR PERSON SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR THE PERFORMANCE OR NONPERFORMANCE OF THE SYSTEM OR SERVICES WE PROVIDE UNDER THIS CONTRACT. WITHOUT LIMITING THE ABOVE, YOU AGREE THAT THE LIABILITY OF SUCH OTHER BUSINESS OR PERSON IS, IN ANY EVENT, LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO PARAGRAPHS 5, 6, 7, 8, 9 AND 10. YOU AGREE THAT SUCH BUSINESS OR PERSON AND ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND PARENT COMPANIES MAY INVOKE ALL OF OUR RIGHTS UNDER THESE PARAGRAPHS.
10. **TIME TO FILE LAWSUIT OR OTHER ACTION.** YOU AGREE TO FILE ANY LAWSUIT OR OTHER ACTION YOU MAY HAVE AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.
11. **OWNERSHIP.** Unless the "Customer-Owned" box is checked, we retain ownership of the system. Upon termination of this Contract, we may remove, disable or abandon all or any portion of the Company Owned system. We have no obligation to repair or redecorate your premises after any such removal. We do not waive our right to collect any unpaid charges by such removal, disablement or abandonment of the Company Owned system. If the "Customer-Owned" box is checked, the equipment will become the property of the Customer upon payment of the Total Installation Price including Sales Tax in full.
12. **INSTALLATION.** We will install the equipment listed on the first page of this Contract in a workmanlike manner under the following conditions: A. Your premises will be available without interruption during our normal working hours; B. You understand that the installation will require drilling into various parts of your premises; C. You will provide us with 110 AC electrical outlets for our power equipment in locations designated by us; D. You will make arrangements for lifting and replacing carpeting, if required; E. You warrant that you (1) requested the equipment and services specified in this Contract for your own use and not for the benefit of any other party, (2) own the premises where the equipment is being installed or that you have the authority to authorize us to install such equipment in the premises, and (3) will comply with all laws, codes and regulations pertaining to the equipment we install and the services we provide under this Contract. Our intent is to conceal wiring in the finished areas of your premises. However, there may be areas where we determine, at our sole discretion, it is impractical to conceal the wiring. In such areas wiring will be exposed.
13. **LIMITED WARRANTY.**
 - (A) **WHAT IS COVERED.** FOR THREE (3) MONTHS AFTER WE COMPLETE THE INSTALLATION WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE CAN USE NEW OR USED PARTS OF THE SAME FUNCTIONALITY AND KEEP ALL REPLACED PARTS.
 - (B) **HOW TO GET STARTED.** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A REASONABLE ADULT MUST BE AT THE PREMISES AT THE TIME OF VISIT.
 - (C) **WHAT IS NOT INCLUDED.** REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE BATTERIES. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OF ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE

monitoring center, we will first try to telephone your premises or use the two-way voice feature of the system, if installed, and if there is no answer we will try to telephone the first available person on your emergency call list to verify whether or not an emergency condition requiring police response exists, and you acknowledge that such persons are authorized to act on your behalf. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department and will also attempt to contact someone on the emergency call list to advise them that the police have been notified.

(B) Systems with Video Verification Service: When a burglar alarm signal from the alarm system is received at our alarm monitoring center we will review the accompanying video file. If the video file shows no indication of an intruder we will first try to telephone your premises or use the two-way voice feature of the system, if installed, unless you have instructed otherwise. If we reach someone at the premises who can provide the proper passcode we will simply verbally advise that an "unverified" signal was received and we will take no further action. If we reach someone at the premises who cannot provide the proper passcode we will attempt to notify the police department and then attempt to contact someone on your emergency call list to advise them that the police have been notified. If we are unable to contact anyone at the premise we will attempt to contact someone on your emergency list to advise that an "unverified" signal was received and we will take no further action. If the video file shows evidence of an intruder, we will first try to telephone your premises or use the two-way voice feature of the system, if installed. If we reach someone at the premises who can provide the proper passcode, we will take no further action. If we are unable to reach someone at the premises, or if we reach someone who cannot provide the proper passcode, we will attempt to notify the police department with information that we have visual verification of unauthorized personnel in/at the premises. We will then attempt to contact someone on your emergency call list to advise that a visually-verified alarm signal has been received and that the police have been notified.

(C) Systems with Fire Alarms, Hold-Up Alarms or Duress Alarms: When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. You understand that, upon receiving notification that a fire, carbon monoxide or other life threatening signal has been received by us, the police, fire department or other responding agency may forcibly enter your premises. You and we are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirement by giving you written notice. You consent to the tape recording of all telephonic communications between your premises and our alarm monitoring center. If the police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service or otherwise comply with such requirements. We may charge an additional fee for such service. You understand that the equipment we provide may not operate with other monitoring facilities' equipment, and this may prevent you from using such equipment in the event you terminate our service. WE WILL NOT ARREST OR DETAIN ANY PERSON.

17. **FAILURE TO PAY CHARGES OR HONOR CONTRACT.** If you fail to make any payment when due or fail to honor any other term or condition of this Contract, we may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we have no liability if we stop providing the alarm monitoring and notification services and repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including but not limited to our right to charge you interest at the highest legal rate on the unpaid amount, or our right to charge you for any collection charges incurred by us.
18. **SMOKE DETECTOR AND OTHER WARNINGS.** Our electrical smoke detectors are designed to be connected to an electrical power source. THESE SMOKE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED IF THE ELECTRICITY IS CUT OFF AND THE BACKUP BATTERY, IF PART OF THE SYSTEM, IS LOW OR DEAD. If there is any fire, the electricity may cut off before the alarm can function; if so, the alarm will not sound, and the alarm signal will not be transmitted. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuitry can fail. WE RECOMMEND THAT YOU INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM. YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WEEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is nothing works perfectly under every circumstance. Our battery powered monitor detectors, smoke detectors, door and window contact transmitters and other detection devices, if installed under this Contract, are not connected to the electrical system of your premises. Such detection sensors require batteries to operate. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND IF THE BATTERIES ARE LOW OR DEAD. You are responsible for maintaining the batteries. You should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.
19. **COMMUNICATION FACILITIES.** **A. AUTHORIZATION.** You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission services or facilities under this Contract (referred to as "Telephone Company"). **B. DIGITAL COMMUNICATOR.** You understand that a digital communicator, if installed under this Contract, uses standard telephone lines for sending signals which eliminates the need for a dedicated telephone line and the cost associated with such dedicated lines. YOU ALSO UNDERSTAND THAT WE WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, ETC.) IS BEING USED. **C. DERIVED LOCAL CHANNEL.** The Telephone Company's services provided to you in connection with our services may include Derived Local Channel service. Such service may be provided under the Telephone Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. You agree that the Telephone Company's liability is limited to the same extent our liability is limited in Paragraphs 5, 6, 7, 8, 9 and 10 of this Contract. **D. RADIO INTERFACE.** You understand that if your alarm system is connected to our alarm monitoring center by radio frequency there may be times when the system is unable to acquire, transmit or maintain an alarm signal. Such radio frequency methods include cellular or private radio. If a Radio Frequency is utilized, we recommend you also use an additional method of communication to connect to our alarm monitoring center. **E. STANDARD TELEPHONE SERVICE.** Transferring from standard telephone service to another technology (such as Voice Over Internet Protocol) or provider could affect the transmission of alarm signals. We highly recommend you notify us before such a transfer so that any potential impact can be researched.
20. **CANCELLATION.** We may, at any time, cancel this Contract at our option if: **A.** Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; **B.** We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or other agency, or between our alarm monitoring center and the applicable fire or police department or other agency; **C.** You fail to follow our recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or Service/Maintenance Agreement, if purchased; **D.** You fail to follow our operating instructions for the system; or **E.** We determine that it is impractical to continue service due to the modifications or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this Contract with or without notice at our option if: **A.** You fail to pay any monies when due under this Contract; **B.** You fail to comply with any other term or condition of this Contract; or **C.** You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination.
21. **ASSIGNMENT.** You may not assign this Contract without our written consent. We have the right to assign this Contract or to subcontract any of our obligations under it without notifying you, unless notification is specifically required by applicable state law.
22. **DELAYS.** WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM OR THE PERFORMANCE OF OUR SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.
23. **ELECTRONIC MEDIA.** You agree that we may convert this Contract into an electronic media such as CD ROM. You also agree that, in the event of any dispute or litigation, a copy of this Contract produced from any such electronic media may serve as the exclusive original.
24. **COMPANY LICENSE:** Company's operating license is issued by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 15000, Austin, TX 78761-5000. TEL