

SALES, INSTALLATION & SERVICE AGREEMENT

Acct: # 1	Acct: # 2	REPRESENTATIVE	COMM. / RES. REQUESTED	RADIO MONITORING	INTERNET MONITORING	REMOTE VIDEO	NEW INST.	ADDL. INST.	NEW OWNER	CHANGE SERVICE	OTHER
97-6550		Randy Richardson	Commercial	No	No	No	Yes	No	No	No	N/A
CLASS SERVICE	CLASS SALE	REPAIR SERVICE CONTRACTED MAINTENANCE	GRADE / EXT.	TYPE CONTROL	TYPE SYSTEMS	TYPE ADDRESS	SUPPLY DEPT.	B.A. RESP.	ACCESS RESP.	CAMERA RESP.	FIRE RESP.
Fire/Sprinkler Monitoring	O/S	Time & Material	N/A	S.K.5700	Alarm	Int. & Ext.	No	No	No	No	T&M
LDC CODE	BILLING TO:										
SPECIAL INSTRUCTIONS	Invoice: Johnson County Public Works. 1 North Main Street, Room 304, Cleburne, TX 76033 for installation P.O. # 15-0695										
PREMISES:						LOCAL CONTACT:					
NAME	Alvarado Sub Courthouse	TEL				NAME				TEL	
ADDRESS	206 North Baugh Street					ADDRESS					
CITY	Alvarado	STATE	TX	ZIP	76008	CITY				STATE	ZIP

This agreement is made this 4th day of November, 2014, between OMNI MANAGEMENT SERVICES, INC. a Texas corporation, dba Omni1st Integrated Systems and Connect-Home ("Omni1st") and Johnson County Public Works, (Subscriber)

(1) Omni1st shall **SELL, LEASE, SERVICE, INSPECT, MONITOR,** with limited liability herein described and not as an insurer, the devices hereinafter sometimes referred to as the "System" set forth in the Schedule of Devices, which appears on page 3 of this agreement at the premises listed above.

(2) PAYMENT. Unless otherwise provided in writing, Subscriber shall pay to Omni1st, its agents and/or assigns:

(a) Deposit: \$ 0, at the time of signing, \$ 0, upon completion of pre-wire, \$ 0, upon delivery of devices to installation location, \$ 395.00, and upon substantial completion of the installation, as determined by Omni1st, for a total of \$ 395.00, plus all applicable taxes.

(b) Monthly Service or Monitoring Charges: \$ 40.00, payable in advance for each quarterly period of the term and any renewal term, plus all applicable sales tax. See Paragraph 14 "Term".

(3) LIMITED WARRANTY, CONTRACTED MAINTENANCE, SERVICE AND LIMITATION OF LIABILITY.

A. IN THE EVENT ANY PART OF THE SYSTEM SHALL BECOME DEFECTIVE WITHIN 90 DAYS AFTER THE DATE INSTALLATION IS COMPLETED, OMNI1ST SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. IN THE EVENT SUBSCRIBER DESIRES TO PURCHASE A SYSTEM, OR ADD ANY COMPONENT PARTS TO A SYSTEM, WHICH, PRIOR TO THE DATE OF PURCHASE, WAS PREVIOUSLY SOLD AND/OR SERVICED BY OMNI1ST, OR ANY OTHER ENTITY, SUBSCRIBER AGREES TO TAKE THE SYSTEM, AND ANY COMPONENT PARTS) ADDED TO THE SYSTEM, ON AN "AS IS" BASIS, WITH NO EXPRESS OR IMPLIED WARRANTIES GIVEN THEREFORE BY OMNI1ST, AND THE PROCEEDING SENTENCE OF THIS SUBSECTION A. SHALL NOT APPLY. OMNI1ST IS IN NO WAY OBLIGATED TO MAINTAIN, REPAIR, SERVICE OR TO ASSURE THE OPERATION OF ANY PHYSICAL PROPERTY, OR ANY DEVICES, OF THE SUBSCRIBER, OR OF OTHERS, TO WHICH OMNI1ST'S SYSTEM MAY BE ATTACHED OR CONNECTED.

B. TO OBTAIN WARRANTY SERVICE, CONTRACTED MAINTENANCE OR REPAIR SERVICE, SUBSCRIBER SHALL CONTACT OMNI1ST SERVICE DEPARTMENT. WARRANTY, CONTRACTED MAINTENANCE AND REPAIR SERVICE IS PROVIDED MONDAY TO FRIDAY, HOLIDAYS & WEEK-ENDS EXCLUDED, BETWEEN THE HOURS OF 9:00 A.M. AND 4:30 P.M. IF SUBSCRIBER REQUEST NON-WARRANTY SERVICE AT ANY TIME OR CONTRACTED MAINTENANCE OR REPAIR SERVICE, AFTER HOURS, WEEK-ENDS OR HOLIDAYS, SUBSCRIBER SHALL PAY OMNI1ST'S THEN CURRENT RATE. SUBSCRIBER HEREBY AUTHORIZES OMNI1ST, ITS AGENTS OR ASSIGNS TO ENTER THE PREMISE OF THE SUBSCRIBER, AT ANY TIME FOR THE PURPOSE OF MAINTAINING, SERVICING, INSPECTING OR REMOVAL OF ANY PORTION OF THE SYSTEMS.

C. EXCEPT AS SET FORTH IN PARAGRAPH A, OMNI1ST MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OMNI1ST DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY PERSONAL OR BODILY INJURY OR LOSS TO PROPERTY BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGE TO THE SYSTEM CAUSED BY ACCIDENT, MISUSE, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION, ACTS OF GOD, ACTS OF WAR, ACTS OF TERRORISM, OR IMPROPER INSTALLATION BY ANYONE OTHER THAN OMNI1ST. OMNI1ST SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY OMNI1ST SHALL NOT BE DEEMED TO CREATE AN EXPRESS OR IMPLIED WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON OMNI1ST'S JUDGMENT ON SELECTING OR FURNISHING A SYSTEM FOR ANY PARTICULAR PURPOSE; AND THAT THERE ARE NO IMPLIED WARRANTIES AND NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER ACKNOWLEDGES THAT OMNI1ST IS NOT AN INSURER. SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, ESPECIALLY PARAGRAPHS 8 AND 12, WHICH SET FORTH OMNI1ST'S OBLIGATIONS AND MAXIMUM LIABILITY IN THE EVENT OF LOSS OR DAMAGE. SUBSCRIBER ASSUMES ALL RISK OF PERSONAL OR BODILY INJURY AND/OR LOSS TO SUBSCRIBER'S PREMISES OR TO ITS CONTENT. SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE AN OPPORTUNITY TO PAY FOR A HIGHER LIMITATION OF OMNI1ST'S LIABILITY, SUBSCRIBER FURTHER ACKNOWLEDGES THAT HE/SHE HAS BEEN OFFERED A CHOICE OF DIFFERENT LEVELS OF EQUIPMENT WHICH VARY IN PRICE AND DESIGN, AND AFTER CONSIDERATION OF AVAILABLE OPTIONS, SUBSCRIBER HAS DECIDED TO PURCHASE THE EQUIPMENT DESIGNATED ON THE SCHEDULE OF DURATION OF IMPLIED WARRANTIES. SO THE LIMITATIONS OR EXCLUSIONS IN THIS AGREEMENT MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

By: Randy L. Richardson, Chairman / CEO
Agent (Type or Print)

Approved: [Signature]
Authorized Officer 11/4/14

Johnson County Public Works
Entity Legal Name: (Type or Print)

By: Roger Harmon County Judge
Subscriber's Representative: (Type or Print) Title:

By: [Signature] Date: 12/8/14

This agreement is not binding unless approved in writing by an officer of Omni1st. In the event of failure of approval, the sole liability of Omni1st shall be to refund any payments made by Customer.

THE TERMS AND CONDITIONS CONTAINED ON PAGES 1,2,3, AND 4 OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF. CUSTOMER HAS READ ALL PARTS OF THIS AGREEMENT ESPECIALLY PARAGRAPHS 3.7,8,12 AND 14.

(4) **AUTHORIZED PERSONNEL.** Subscriber shall furnish to Omninet in writing a list of name, titles, residence addresses, residence phone numbers and signatures of all persons authorized to enter the premises of Subscriber during closed periods. Subscriber shall furnish in writing to Omninet an authorized daily and holiday opening and closing schedule. All changes to the above information shall be supplied to Omninet in writing.

(5) **DELAY IN INSTALLATION, MONITORING AND SERVICE.** Omninet assumes no liability for delay in installation of the equipment, or for interruption of service or failure to perform by reason of or caused by labor disputes of any nature whatsoever, strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of internet, telephone, cellular, radio, wireless, GSM, SIMS, WFI services, acts of God or any other cause beyond the control of Omninet and Omninet will not be required to supply service to the subscriber while interruption of service for any reason, shall continue.

(6) **INSTALLATION OF SYSTEM.** Subscriber recognizes that the System sold or leased hereunder may not be compatible with other equipment. If this Agreement includes installation, Subscriber authorizes Omninet to have the System installed as specified in the Schedule of Devices, including connections necessary to transmit signals from the premises of Subscriber. Omninet is authorized to install the System and to make any preparation including structural alterations pertinent to the installation. Omninet shall not be responsible for minor or incidental damage arising out of the installation or repair of the Systems. Subscriber will have installed all conduit and all 110 volt outlets necessary for the installation of the System. Omninet assumes no liability for delay in installation of the System, or interruption of service or warranty due to strikes, riots, floods, fires, acts of god or any cause beyond the control of Omninet, including interruption in telephone service. Omninet will not be required to supply warranty service to the Subscriber pursuant to Paragraph 3 while any condition, event or cause described in the preceding sentence shall exist or continue to exist. Omninet and its Subcontractors assume no obligation in respect of removing, replacing or otherwise handling asbestos which may be encountered by Omninet or subcontractors of Omninet at the premises other than Omninet shall perform its work in accordance with applicable laws or regulations. Any changes of location of protective devices or other components of the System requested by Subscriber after installation has commenced or required because of obstructions or obstacles will be at Subscriber's expense. Subscriber acknowledges and agrees that because of obstructions or obstacles wiring may be exposed in portions of the installation. Errors or omissions in installation of said System, including but not limited to failure to wire points of detection, shall be called to the attention of Omninet by Subscriber in writing within five (5) days after completion of the installation. Upon the expiration of the said five (5) day period, the installation and the System provided shall be deemed accepted by Subscriber. Subscriber acknowledges that Omninet has no way of knowing of the existence of hidden pipes, wires, or other obstructions within walls, and it is Subscriber's obligation to make Omninet aware and give Omninet actual sufficient notice of such conditions before work begins, and upon failure to do so, Omninet shall have no responsibility whatsoever for any damage to property or injury to person that may be caused in the installation. Subscriber agrees to notify Omninet of any defects during the term of this Agreement.

(7) **DEFAULT OR TERMINATION.** In the event Subscriber breaches this Agreement by reason of its failure or refusal to pay Omninet all payments as agreed herein, or in the event that Subscriber wrongfully terminates this Agreement, Subscriber hereby agrees that Omninet shall have the right to declare the entire remaining unpaid amount of monies owing hereunder immediately due and payable and Subscriber further agrees to pay same to Omninet within ten days from the date of such breach or termination. Provided however that all Agreements made herein are hereby expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid Omninet by Subscriber exceed the maximum amount permissible under applicable law. In the event Subscriber fails to keep or perform any other provision of this Agreement required to be observed, kept, or performed by Subscriber, Omninet shall have the right to exercise any one or more of the following remedies: (a) To sue for and recover all monies owing and other payments then accrued, or thereafter accruing or thereafter declared due and payable; (b) Without breach of the peace or by judicial process, to take possession of the System and any or all other items of equipment any Court Order or other process of law and said taking possession shall not constitute a waiver or release of Omninet's rights to collect the amounts owing to in under this Agreement; (c) to terminate this Agreement; (d) To pursue any other remedy at law or inequity. Notwithstanding any said removal, or any other action which Omninet may take, Subscriber shall be and remain liable for the performance of all obligations on the part of Subscriber to be performed under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately. Subscriber shall be liable for all fees, costs, or expenses that Omninet may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and court costs incurred by Omninet. In the event of any default by Subscriber, Subscriber hereby consents to Omninet exercising its rights as a secured party under Chapter nine, Texas business and Commerce Code, and entering the aforesaid premises, or any other premises where any property subject to this Agreement may be located, for purposes of removing all or part of the System or equipment belonging to Omninet. Removal of the equipment and other items by Omninet shall not be considered to constitute a trespass on property, or a breach by Omninet of this Agreement, or waiver of Omninet's rights to such damages to which it may be entitled under the law; nor shall Omninet be liable for any repair or reconnection or for any other damage caused to the premises by the removal of its equipment or the abandonment thereof. In addition to other rights of Omninet, at all reasonable times and upon reasonable notice by Omninet to Subscriber, Omninet shall have the right to enter the premises of Subscriber and shall have access to all communication equipment for the purposes of programming or deprogramming such equipment; this provision shall survive termination of the Agreement. This Agreement may be suspended or terminated, without notice and without liability or penalty, at the option of Omninet in the event the Omninet monitoring station, connecting wires or other equipment, are destroyed by any means, so that it is impractical to continue service, or in the event that Omninet is unable to secure or retain the connections or privileges necessary for the transmission of signals between subscriber's premises and Omninet Monitoring Station or between the Omninet Monitoring station and the Police or Fire Department for any reason whatsoever. This Agreement may be suspended or terminated at the option of Omninet, without liability or penalty, by delivering subscriber written notice of such suspension or termination at least 30 days prior to the effective date of such suspension or termination.

(8) **OMNINET IS NOT AN INSURER: LIMITATION OF LIABILITY.** SUBSCRIBER ACKNOWLEDGES THAT OMNINET IS NOT AN INSURER FOR CUSTOMER OR OTHERS. INSURANCE, IF ANY, TO PROTECT SUBSCRIBER OR OTHERS, SHALL BE OBTAINED BY SUBSCRIBER. PAYMENTS TO OMNINET PROVIDED HEREIN ARE BASED SOLELY UPON THE VALUE OF THE DEVICES OR SYSTEM PROVIDED BY OMNINET AND MONITORING SERVICE (IF ANY) AND OTHER SERVICE (IF ANY). PROVIDED SUBSCRIBER FURTHER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND VERY DIFFICULT TO FIX THE ACTUAL OR CONSEQUENTIAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM OMNINET'S ACTIVE OR PASSIVE NEGLIGENCE, FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO OPERATE PROPERLY WITH RESULTING LOSS OR DAMAGES TO SUBSCRIBER OR OTHERS BECAUSE OF, AMONG OTHER THINGS, ONE OR MORE OF, BUT NOT LIMITED TO THE FOLLOWING:

- (A) UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'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 IS DESIGNED TO DETECT OR AVERT;
- (B) UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PATROL UNIT OR OTHERS, IF THE POLICE DEPARTMENT, FIRE DEPARTMENT, PATROL UNIT, OR OTHERS, IS DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED;
- (C) INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OR ANY LOSS OR DAMAGE, PERSONAL INJURY OR DEATH WOULD BE PROXIMATELY CAUSED BY OMNINET'S FAILURE TO PERFORM OR BY THE FAILURE OF ITS EQUIPMENT TO OPERATE;
- (D) NATURE OF THE SYSTEM INSTALLED BY OMNINET AND THE NATURE OF THE SERVICES PROVIDED BY OMNINET;
- (E) FAILURE OF THE SUBSCRIBER TO PERFORM ITS OBLIGATIONS HEREUNDER OR TO USE, OR PERMIT THE USE OF, THE SYSTEM IMPROPERLY.

IF OMNINET IS FOUND LIABLE FOR ANY INJURY, DEATH, LOSS, OR DAMAGE DUE TO OMNINET'S ACTIVE OR PASSIVE NEGLIGENCE, OR THE FAILURE OF THE INSTALLATION, WARRANTY SERVICE, REPAIR SERVICE, MONITORING, ALARM RESPONSE, OR SYSTEM IN ANY RESPECT WHATSOEVER, OMNINET'S LIABILITY SHALL NOT EXCEED \$250.00, OR SUCH AMOUNT EQUAL TO 8% OF THE PURCHASE PRICE OF THE SYSTEM, WHICHEVER IS LESS, AND THIS PROVISION FOR LIMITATION OF LIABILITY SHALL BE EXCLUSIVE. THE PROVISIONS OF THIS SECTION SHALL APPLY IF INJURY, DEATH, LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF OMNINET, ITS AGENTS, ASSIGNS OR EMPLOYEES. IN THE EVENT CUSTOMER DESIRES OMNINET TO ASSUME A GREATER LIMIT OF LIABILITY FOR ITS OBLIGATIONS HEREUNDER, SUBSCRIBER ACKNOWLEDGES AND UNDERSTANDS THAT SUBSCRIBER MAY OBTAIN INCREASED LIMITED LIABILITY BY PAYING AN ADDITIONAL AMOUNT UNDER A GRADUATED SCALE OF RATES IN PROPORTION TO THE RESPONSIBILITY ASSUMED BY OMNINET, AND AN ADDITIONAL RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF OMNINET AND THE ADDITIONAL CHARGE. THIS SECTION OR ANY RIDER AND ADDITIONAL OBLIGATIONS SHALL IN NO WAY BE INTERPRETED TO HOLD OMNINET AS AN INSURER OR GUARANTOR. CUSTOMER ACKNOWLEDGES THAT THEY HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF THE SYSTEM INCLUDING ITS EFFICIENCY AS A DETECTION SYSTEM; THAT THE CUSTOMER DESIGNED THE SYSTEM TO CUSTOMER'S SPECIFICATIONS; AND OMNINET'S AGENT DISCUSSED WITH CUSTOMER THAT ADDITIONAL DETECTION DEVICES AND SECURITY PROCEDURES MAY BE OBTAINED AND OVER AND ABOVE THOSE PROVIDED HEREIN AND THAT CUSTOMER HAS DECLINED SUCH ADDITIONAL DEVICES AND PROCEDURES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST OMNINET MORE THAN 2 YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. ALARM SIGNALS ARE TRANSMITTED VIA PHONE LINES OR RADIO FREQUENCIES WHICH FROM TIME TO TIME MAY BE INTERRUPTED IN WHICH CASE THE SIGNAL WILL NOT BE RECEIVED BY OMNINET. ANY INTERRUPTION OF SERVICE WILL NOT BE KNOWN TO OMNINET. CUSTOMER ACKNOWLEDGES THAT SUCH INTERRUPTIONS ARE OUT OF THE CONTROL OF OMNINET AND ASSUMES ALL RISK OF SUCH INTERRUPTION. PARAGRAPH 8 APPLIES TO ALL SERVICES AND MAINTENANCE OMNINET ALARM SYSTEMS MAY OFFER CUSTOMER IN THE FUTURE.

Additional Terms and conditions are contained on pages 1, 3, & 4 which are attached hereto and made a part hereof.

(8) FIRE INSPECTIONS. SUBSCRIBER ACKNOWLEDGES THAT AFTER INSTALLATION, THE SYSTEM MUST BE EXAMINED BY THE LOCAL FIRE MARSHAL, OR OTHER APPLICABLE GOVERNING BODY, BEFORE SUCH GOVERNING BODY DETERMINES WHETHER THE SYSTEM MEETS THE FIRE CODE STANDARDS, RULES AND REGULATIONS. SUBSCRIBER FURTHER ACKNOWLEDGES THAT EVEN WHEN THE SYSTEM IS INSTALLED IN ACCORDANCE WITH THE PLANS OR SPECIFICATIONS WHICH HAVE BEEN APPROVED BY THE GOVERNING BODY, THE SYSTEM MAY NOT BE APPROVED UPON FINAL EXAMINATION. OMNI1ST MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT UPON FINAL INSPECTION, THE SYSTEM SHALL COMPLY WITH ANY STANDARDS, RULES AND REGULATION. OMNI1ST HAS GIVEN NOTICE THAT A PERMIT MAY BE REQUIRED TO OPERATE AN ALARM SYSTEM IN THIS MUNICIPALITY. IF SUBSCRIBER HAS A FIRE DETECTION SYSTEM, SUBSCRIBER WILL NOTIFY OMNI1ST IN WRITING OF ANY CHANGE IN ITS FIRE RATING BUREAU OR AGENCY.

(10) TITLE. Title to, and a security interest under the Texas Uniform Commercial Code in, the System and all components parts therein shall remain in Omni1st until such time as Subscriber has paid for the System in full. In the event of a "Rent or Lease", this Agreement does not constitute a contract for sale of equipment and the equipment listed on the Schedule of Services is and shall remain the sole property of Omni1st. The Subscriber hereby grants a security interest to Omni1st in said listed equipment and Omni1st shall have all rights of a secured party under the provisions of Chapter Nine of the Texas Business and Commerce Code. Subscriber shall execute UCC-1 Financing Statements if Omni1st deems necessary to protect its security interest in the System. The president of Omni1st is hereby appointed as agent and attorney-in-fact of Subscriber to sign the name of Subscriber, as debtor, to any one or more UCC-1 forms and file the same with any filing officer. So long as Omni1st has an interest in the System, the Subscriber shall protect the equipment and indemnify and pay to Omni1st the cost of repair or replacement, for any loss or damage to Omni1st equipment.

(11) INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE. (a) All charges set forth herein are based upon existing taxes and utility charges and Subscriber shall pay any additional or increased taxes or utility charges imposed by a utility or governmental agency relating to the System or service of the System. Omni1st reserves the right to have the telephone company bill Subscriber directly for any telephone charges necessary to provide service. (b) Notwithstanding any other terms and conditions set forth herein, after the expiration of one year from the date of substantial completion of installation, Omni1st, at any time, may increase the periodic service charge upon giving the Subscriber notice in writing in the event that the aggregate annual increase does not exceed 12% of the total periodic service charges applicable during the preceding contract year. If Omni1st increases its service charge to Subscriber in an amount greater than twelve percent, Subscriber may terminate this Agreement if Subscriber has given Omni1st 30 days written notice and Omni1st has not reduced the increase to less than 12%. Provided that Subscriber shall not have the right to terminate this Agreement in the event of a price increase if Subscriber is in default of any terms and conditions of this Agreement at the time notice was given. Failure to notify Omni1st within said thirty (30) days will constitute Subscriber's consent to the increase and all of the other terms and conditions of this Agreement shall remain in full force and effect. Time is of the essence in the application and performance of the provisions of this Paragraph 11. Subscriber shall pay for all changes including any increase in service charge which may result from an alteration, remodeling, repair or other change to the Subscriber's premises. Changes or additions to the security System made necessary or desirable by reason of changes in the Subscriber's premises in order to retain the original detection shall be provided at Subscriber's expense.

(12) THIRD PARTY INDEMNIFICATION. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN THE PREMISES, AND FURTHER PROFESSIONAL LIABILITY TO HIS OWN PROPERTY OR THE PROPERTY OF OTHERS IN HIS CUSTODY OR PROTECTED BY THE SYSTEM, CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS, OBTAIN INSURANCE, EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DEMANDS, JUDGMENTS, LOSSES, COSTS OR EXPENSES, BROUGHT OR ALLEGED BY PARTIES OTHER THAN CUSTOMER, HOWEVER ARISING, OR TO ARISE, INCLUDING OMNI1ST'S PERFORMANCE OR FAILURE TO PERFORM, INCLUDING DEFENSE IN PRODUCT, DESIGN, INSTALLATION, MAINTENANCE, OPERATION OR NON-OPERATION OF THE SYSTEM, AND BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, WARRANTY, CONTRIBUTION, INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF OMNI1ST, ITS EMPLOYEES OR AGENTS. THIS PARAGRAPH APPLIES TO ALL FUTURE SERVICE AND MAINTENANCE THAT OMNI1ST MAY OFFER CUSTOMER IN THE FUTURE.

(13) SUBSCRIBER'S RESPONSIBILITY. Subscriber should carefully and properly set the System at such time Subscriber desires System operation and carefully test the protective devices daily and if monitored, send test signals daily. Subscriber acknowledges there are city ordinances governing the use of alarm systems, including fines or service fees assessed against the Subscriber as a result of false alarms. It is impractical and extremely difficult to determine the cause of the false alarms, and the amount of Omni1st's service charges does not provide for Omni1st bearing costs of fines. Subscriber shall have the sole responsibility to obtain, pay, and maintain any license or user permit or service fees or fines which may now or hereafter be required or levied by any governmental agency or authority against Omni1st or Subscriber and Subscriber shall reimburse Omni1st for Omni1st payment of fines, penalties or fees. At Subscriber's expense, Subscriber shall modify or replace all wet and dry sprinkler valves not acceptable to the Board of Fire Underwriters, or other authority having jurisdiction, place hoods over all open fires and forges, pipe to the exterior all blow off valves, and properly vent to the exterior all chemical vents.

(14) TERM. This Agreement has a three year term for service from the date service is operative under this agreement. After the initial three year term, this Agreement shall automatically renew for additional 3 year periods, of the same duration, unless Subscriber shall give notice to the other in writing (e.g., certified mail) of termination at least ninety days prior to the renewal anniversary date at which date, such termination will take effect. Time is of the essence with regard to this paragraph.

(15) FALSE ALARMS & SERVICE CALL. In the event Subscriber shall cause an excessive number of false alarms or service calls through the fault of Subscriber, or neglect or abuse the system, it shall constitute a breach of contract on the part of Subscriber and Omni1st, at its option, in addition to other legal remedies, may be excused from further performance upon giving ten day notice to Subscriber. Omni1st's excuse from performance will not affect Omni1st's right to recover damages from Subscriber. In the event Omni1st shall respond or cause response to a false alarm or unnecessary service call originating from Subscriber's premises when no alarm condition exists, subscriber shall pay to Omni1st its then current rate for response or service calls for each false alarm or unnecessary service call.

(16) DISTURBING CONDITIONS. If any device supplied by Omni1st is affected by disturbing conditions, including but not limited to, cellular, microwave, radio, low or high frequency, electric or electronic devices or signals, whatever disturbance, covering of chemical vents, HVAC vents, animals, insects, etc. Subscriber shall correct or take into account all such things which may interfere with the effectiveness of the system.

(17) POWER FAILURE. In the event of a power failure, or any significant decrease in power, or other interruption, at Subscriber's premises, Subscriber shall immediately notify Omni1st. Omni1st shall not be obligated to provide power to or monitor the System at Subscriber's premises.

(18) ATTORNEY'S FEES. In the event it shall become necessary for Omni1st to institute legal proceedings to protect its rights under this Agreement or to defend itself from legal proceeding instituted by Subscriber, Subscriber shall reimburse Omni1st for all reasonable attorney's fees, litigation expenses and court cost incurred.

(19) ASSIGNMENT/SUBCONTRACTORS. Subscriber shall not assign this Agreement without written consent of Omni1st. Omni1st shall have the right to assign this agreement to any other person, firm or corporation without notice to Subscriber, and shall have the further right to subcontract or delegate any installation which Omni1st may be obligated to perform hereunder. Subscriber acknowledges that this Agreement and particularly those portions relating to Omni1st's maximum liability, disclaimer of warranties and third party indemnification, inure to the benefit of and are applicable to any assignees, agents, employees or subcontractors of Omni1st, and that such provisions bind Subscriber with respect to said assignees, agents, employees or subcontractor with the same force and effect as they bind Subscriber to Omni1st.

(20) 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 hereof. This Agreement supersedes all prior representations, understandings, or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can be modified by a writing assigned 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. In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, then all the remaining terms and provisions shall remain in full force and effect. If there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

(21) INTEREST. All past-due accounts owed to Omni1st by Subscriber shall bear interest at the rate of (1.5%) monthly or eighteen (18%) per annum.

(22) LATE FEE. If Omni1st does not receive Subscriber's contracted monitoring, sale, lease, service, inspection or installation charge payment by the tenth day after the invoice due date, a late fee of \$30.00 will be assessed.

(23) RETURN CHECK FEE. Subscriber shall pay Omni1st \$30.00 on each occasion that Subscriber's payment check is returned by the bank for "insufficient funds" or any other reason.

Texas License No. B-10762
Texas Department of Public Safety
Private Security Bureau
P.O. Box 4087
Austin, Texas 78773-0001
512-424-7283

REGISTRATION NO. : ACR-2161
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE
333 Guadalupe, P.O. Box 149221
Austin, Texas 78714
512-505-7830

Additional Terms and Conditions are contained on pages 1, 2 & 3 which are attached hereto and made a part hereof.



October 21 2014

Donna White; Buyer
Johnson County Purchasing
1102 E. Kilpatrick
Cleburne, Texas 76031

Re: Proposal for (monitoring only) of your existing customer owned Fire Alarm System at the new Alvarado Sub Courthouse, 206 North Baugh Street, Alvarado, TX 76008.

Option A: This option would delete the monthly cost of two dedicated P.O.T.S telephone lines.

1- Combination "Cellular & Internet" Fire Alarm Communicator, connected to alarm outputs of existing, operational and approved customer owned Fire Alarm Control, installed by others.

Outright Purchase Cost; Installed: \$795.00

Monthly Monitoring Only Service Charge: \$49.00

Option B: This option requires two "Loop Start" dedicated P.O.T.S telephone lines.

2- Connections to built-in Fire Alarm Communicator, connected to alarm outputs of existing, operational and approved customer owned Fire Alarm Control, installed by others.

Outright Purchase Cost; Installed: \$395.00

Monthly Monitoring Only Service Charge: \$40.00

- Customer to provide dedicated 110volt AC power within Fire Alarm Communicator.
- Option A: may require your existing Fire Alarm Contractor to install a Smoke Detector and Fire Alarm Strobe within the I.T. / Communication Room, where the "Cellular & Internet" Fire Alarm Communicator will be located, to meet code requirements.

We appreciate the opportunity afforded to us and look forward to a continued business relationship. If you have any questions, please call my office at 817-558-9857 or 1-800-689-9771

Best of regards,

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