M·A·T·R·I·X
Technologies

ALARM MONITORING AND SERVICES AGREEMENT

Date of Agreement: June 1, 2016 **Customer #** 76005807; 76005555; 76005765

Subscriber: Brazos County

Telephone: 979-361-4294 **Fax:** _____ **E-Mail:** lcontreras@brazoscountytx.gov

Bill to Address: Same as addresses below **City:** Bryan, TX

Premises Included: Elections Administrator 302 East 24th Street, Bryan, TX 77803 76005807

Information Technologies 205 East 27th Street Bryan, TX 77803 76005555

Tax Office 4151 County Park Court Bryan, TX 77802 76005765

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1. DESCRIPTION OF SERVICE PROVIDED: Matrix Technologies ("Company") agrees to provide and ("Subscriber") Brazos County agrees to purchase monitoring service(s) as hereinafter set forth, for the system(s) owned by Subscriber and Installed at the Premises described herein:

A. MONITORING SERVICE: X Central Station Facility _____ Other Monitoring _____ Police/Fire

B. TYPE OF COMMUNICATION: X Digital _____

C. TYPE OF SYSTEM: X Burglar Alarm _____ Hold Up Alarm _____ Fire Alarm _____ Other

2. PAYMENT AND TERMS OF AGREEMENT

A) Subscriber agrees to pay Company:

1) Connection to facility providing Monitoring Service payable upon completion of Installation $ N/A

2) Monthly Alarm Monitoring Service charge per building payable quarterly in advance upon completion of Installation $ 25.00

3) Monthly Cellular Monitoring Service charge payable quarterly in advance for Signal Routing Fee $ N/A

B) Subscriber agrees to pay Company or others:

Taxes, fees or charges including sales/use tax, personal property tax and false alarm assessments imposed by any governmental authority and all telephone company charges relating to the service provided.

C) Term:

1) This agreement shall begin on the date of completion of installation, or renewal, and shall continue for a period of one year after the first day of the month next following the completion date and for any automatic renewals of this Agreement.
2) It shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the term, there shall be no actual renewal notice given to Subscriber upon automatic continuance, other than the billing on said monthly rate being charged to their provided payment source on file. This Agreement may be terminated at any time by Company if, for any reason: its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Service facility are terminated; the Monitoring Service or other authorities having

jurisdiction direct that such equipment be removed or replaced; or the connection is denied the Company or the Subscriber by anyone.

3) **Subscriber must notify Company with a 30 DAY WRITTEN NOTICE OF TERMINATION and receive a CONFIRMATION OF TERMINATION from Company. NO VERBAL TERMINATIONS will be accepted.**

3. COMPANY'S LIABILITY / DISCLAIMER OF WARRANTIES:

COMPANY DOES NOT REPRESENT OR WARRANT: THAT THE ALARM 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 OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITIONS OF THE EQUIPMENT, ITS MERCHANTABILITIY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS SUBCRIBER RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED: SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OF PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THIS AGREEMENT HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY SECTIONS 20 AND 21 WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

4. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERIVCE:

Subscriber acknowledges that all charges set forth herein are based upon existing federal, state and local taxes, fees and utility charges, including telephone company line charges, if any. Company shall have the right, at any time to increase the charges provided herein, to reflect any increases in existing, or any additional, taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the services(s) provided under the terms of his Agreements, and Subscriber agrees to pay the same. Company shall have the right to increase the monthly service charge provided above, upon written notice to Subscriber, at any time or times after the date service is operative under this Agreement. Subscriber agrees to notify Company of any objection to such increase in writing within 20 days after Subscriber's date of the notice of increase; failing which it shall be conclusively presumed that Subscriber has agreed to such increase. In the event Subscriber objects to such increase, Company may elect, at its option, to (1) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Subscriber, or (2) terminate the Agreement upon 15 days advance written notice to Subscriber.

5. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM:

Subscriber is aware that Matrix Technologies (Company) has no physical control of the electronic protective system(s) or their mode of transmission, and acknowledges that it is the Subscribers sole responsibility to verify proper operation of the system(s) by testing the complete system(s). The Subscriber shall carefully and properly test system daily including but not limited to walk testing the system(s), if applicable, during the term of the Agreement in accordance with instructions. If any defect in operation of the system(s) is discovered, or in the event or a power failure or other interruption at the Premises, Subscriber shall notify Company immediately. When any device or protection is used, which is affected by turbulence or air, occupied airspace change, or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during periods while the alarm system is armed. Subscriber shall notify Company of any remodeling or other changes to the Premises that could affect the operation of the system.

6. AUTHORIZED PERSONNEL:

Subscriber shall continuously furnish Company with an up-to-date written list of the names, addresses and phone numbers of all persons to be notified in the event of an alarm.

7. TITLE TO EQUIPMENT:

Subscriber agrees that all Company-owned equipment installed to monitor or supervise the system(s) shall at all times remain the sole property of Company. Subscriber will not damage, encumber or dispose of said equipment or permit the equipment to be damaged, encumbered, taken from the Premises, tampered with or repaired by anyone but the authorized agents of Company. In the event of loss or damage to the equipment or any part thereof, whether during installation or thereafter, Subscriber agrees to pay Company the reasonable value thereof or the cost of the repairs, as determined by the Company. At the expiration of this Agreement, or in the event of any default in performance by Subscriber, Company is authorized to enter upon the Premises and remove Company-owned equipment. Removal of the equipment shall be without prejudice to the collection of any and all sums due under the Agreement or extension or renewals thereof. Subscriber shall in such event return said equipment to Company in good condition, reasonable wear and tear excepted. Subscriber agrees that the installation of the equipment does not constitute the equipment a fixture.

8. IF MONITORING SERVICE IS FURNISHED:

a) **MAINTENANCE OBLIGATIONS:** Subscriber acknowledges that Company's maintenance obligation with respect to monitoring relates solely to the maintenance and operation of the signal receiving equipment, and any transmitting equipment owned by Company; and that Company is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system(s) or any device(s) of the Subscriber, unless expressly provided as may be required under warranty as set forth in a separate agreement.

b) **COMPANY CENTRAL STATION/OTHER MONITORING FACILITIES:** In the event Subscriber's alarm system transmits signals to Company's Central Station or Other Monitoring Facility, Company or its designee agrees to monitor such signals.

c) **POLICE/FIRE MUNICIPAL FACILITY:** If the signals transmitted from the Premises will be monitored in police, fire, or municipal departments, Company or its designee, agrees to provide and maintain, or cause to be provided and maintained, a remote monitoring facility consisting of signal receiving equipment at the Facility hereinabove set forth.

If, in the opinion of the Company or the Facility, use by the Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber.

9. RECEIPT OF SIGNALS / RESPONSE TO ALARMS:

a) **CENTRAL STATION / OTHER MONITORING FACILITIES:** Company or its designee, shall make reasonable effort to do the following:

(1) Upon receipt of a burglar or hold-up alarm signal, transmit the alarm to the police department or the location designated by Subscriber and notify Subscriber, or their designated representative, by calling the telephone number supplied to Company in writing by Subscriber.
(2) Upon receipt of a manual, automatic or smoke fire alarm, transmit the alarm to the fire department or the location designated by the Subscriber and notify Subscriber, or their designated representative, by calling the telephone number supplied to Company in writing by Subscriber.
(3) Upon receipt of other types of alarms, transmit the alarm to the location(s) designated by the Subscriber.

b) **POLICE / FIRE / MUNICIPAL AND OTHER MONITORING FACILITIES:** Subscriber acknowledges that if the signals transmitted from the Premises will be monitored in police, fire or municipal departments, or other monitoring facilities that personnel in such facilities are not the agents of Company, nor does Company assume any responsibility for the manner in which such signals are monitored, or the response, to such signals.

c) **TELEPHONE LINES:** Subscriber acknowledges that signals are to be transmitted over telephone company signal channels or lines which are wholly beyond the control and jurisdiction of Company, and are maintained and serviced by the applicable telephone company or utility. Company shall make reasonable effort to coordinate the restoration of any interrupted signal transmission, signal channels or lines when notified of such a condition or other outage by Subscriber, or other monitoring facility.

d) **FALSE ALARMS:** In the event an excessive number of false alarms are caused by Subscriber's carelessness, misuse, malicious action, abuse, or accidental use of the system, such events shall be a material breach of contract on the part of Subscriber and Company may at its option, in addition to all other legal remedies set forth below, be executed from further performance upon ten (10) days written notice to Subscriber. Company's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Premises, Subscriber shall forthwith reimburse Company for same. If Company dispatches an agent to respond to an alarm originating from Premises, where Subscriber intentionally, accidently or negligently has activated the alarm signal, and no alarm condition exists, or if Company makes any maintenance call caused by the inadvertence or negligence of Subscriber, Subscriber shall pay to Company the charge for a service call at existing rates.
Subscriber represents they fully understand that the equipment, because of its sensitivity and nature, is subject to the influence of occurrences or events which are not within the control of Company and which may cause the alarm to activate erroneously. Any or all alarms shall not excuse any of the obligations of Subscriber as set forth in this Agreement.

10. VOICE OVER IP SERVICE (VoIP):

Subscriber acknowledges that if Company utilizes a digital communicator for the purposes of sending alarm signals from Subscriber's premises to Company's' Central Station or other Monitoring Facility, that the signals from Subscriber's alarm system are sent over Subscriber's regular telephone lines, Voice over IP service, broadband Internet connection, LLR (long range radio), GSM cellular phone network, or other transmission mediums provided by others to Company's Central Monitoring Station, and in the event that the service Subscriber has elected to use for the purpose of transmitting alarm signals is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in Company's Central Monitoring Station during any such interruption and the interruption will not be known to Company. Subscriber further acknowledges and agrees that signals that are transmitted over these services are wholly beyond the control and jurisdiction of Matrix Technologies and are maintained and serviced by the applicable service provider.

11. PHONE LINE INTERFERANCE:

Subscriber is aware that if the system uses Subscriber's POTS or VoIP phone lines to transmit signals to a Central Monitoring Station by dialing over said phone line. Blocking, Restricting, Suspension, Disconnection or interference, degradation of quality, loss of bandwidth, or any routing services may cause loss of signaling ability without notice to the Central Monitoring Station. Therefore, it is strongly recommended that the Subscriber use an I.P., GSM or Cellular transmitter at an additional fee.

12. SIGNAL ROUTING:

If Subscriber uses any phone line transmission method, Subscriber acknowledges that their alarm system will be connected to a single POTS line service. If phone line is not a POTS line, then it must be of a high quality VoIP, Cable or Digital service. If VoIP services are not used, alternative signal routing is available from Company for an additional fee. Subscriber herein acknowledges that depending on their choice of signal routing, they will provide back-up power for all supporting equipment, including any routers , phone equipment, internet transmitters or cell transmitters to ensure temporary operation through any short term power failure.

13. EQUIPMENT:

Subscriber understands that Matrix Technologies agrees to monitor a security / fire system owned by Subscriber and not installed by or designed by Matrix Technologies. Matrix Technologies makes no representation as to suitability or condition of Subscriber's system. Matrix Technologies assumes no responsibility whatsoever for the maintenance, operation or non-operation, actuation or non-actuation, of your existing equipment. Matrix Technologies reserves the right to terminate service under this Agreement in the event your existing equipment is not in good operating condition and Matrix Technologies will not be liable for any damages or penalties as a result of termination under those circumstances.

14. IF TIME AND MATERIAL SERVICE IS FURNISHED:

Upon request, repairs, inspections and test shall be made at Subscriber's expense at Company's then prevailing rates. Labor charges shall be for a minimum of one hour for each visit to the premises.

15. PERMITS / LICENSE:

Subscriber shall secure at his own cost and expenses whatever permission, permits or licenses that may be necessary from local authorities for installation, monitoring and/or maintenance of his alarm system.

16. INTERRUPTION OF SERVICE: RIGHT TO TERMINATE:

Company assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, lightning, earthquakes, fire, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring service to Subscriber while such interruption of service may continue. Replacement of the system necessitated by such event will be at Subscriber's expense.
This Agreement may be terminated upon written notice to Subscriber at the option of Company, if the Premises or equipment of the Company Central Station, other monitoring facility, Police, Fire or Municipal Facility, or Subscriber are destroyed by fire, lightning or other catastrophe, or

so substantially damaged that it is impractical to continue service, or in the event Company or the Monitoring facility is unable to render service as a result of any action by any governmental authority. Upon such termination, an equitable refund of the service charge paid, but not yet earned, shall be made.

17. ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as these additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the contractor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

In the event Brazos County wishes to add other locations to a group under the Contract, a quotation will be solicited from the incumbent contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts or agreements or services applicable to such location, the portion of this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the Contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

18. ASSIGNEES / SUBCONTRACTORS OF COMPANY:

Company 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 any installation, monitoring, maintenance or other services which it may perform. This Agreement is not assignable by Subscriber except upon the prior written consent of Company. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, insure to the benefit of and are applicable to any assignees, subcontractors of Company, and / or the Monitoring Facility, and that they bind Subscriber with respect to said assignees, subcontractors and / or the Monitoring Facility, if any, with the same forces and effect as they bind Subscriber to Company.

19. DEFAULT BY SUBSCRIBER:

a) The happening of any one or more of the following shall be Events of Default under this Agreement:
   1) Failure, by Subscriber, to pay any amount or charge, with 10 days after the same is due and payable; 2) Failure by Subscriber to observe, keep or perform any agreement required by it herein; 3) Loss, theft or disappearance from the Premises, substantial damage to or destruction of, the system; 4) Action by any governmental authority directed at Subscriber or the Premises rendering it impossible or impractical for the Company to perform this Agreement; 5) Abuse to the Alarm System; 6) Dissolution, termination of existence, discontinuance of business, insolvency or business failure of Subscriber; or 7) Initiation of, or formal threat to initiate, any bankruptcy, reorganization, assignment for the benefit of creditors, or like proceeding, by or against Subscriber.

b) Upon the occurrence of an Event of Default, then at any time thereafter (unless the Company specially waives its right under this paragraph b), the Company may pursue one or more of the following remedies:
   1) By written notice to Subscriber declares all unpaid amounts and charges due, and to become due under this Agreement to be immediately due and payable, provided that all past due amounts and charges shall bear interest at the rate of 1 ½% per month (18% per year) from the first occurring Event of Default; 2) receive immediate possession of the Company owned portion of the system, and for such purpose enter the Premises and remove the said portion of system(s), subscriber hereby waiving any further rights to the system or any claims for, or resulting from , said repossession, including any claim for restoration of the Premises to former condition; 3) demand that Subscriber return the system of any part thereof, at Subscriber's expense, to the Company's premises; 4) proceed at law or at equity to enforce performance by Subscriber of the provisions of the Agreement, or to recover damages for the breach of this Agreement; and 5) discontinue monitoring and / or maintenance of the alarm system, and terminate this Agreement by written notice to Subscriber.

c) In addition to any damages which the Company could claim as part of the remedies listed in paragraph b) above, the Company shall be entitled to recover immediately, from the after the occurrence of an Event of Default, as liquidated damages and not as a penalty, a sum equal to the sum of the following:
   1) All the amounts and charges which are due and payable after the occurrence of the Event of Default and before the effective date of any termination of the Agreement; 2) The lost profit to the Company which it anticipated earning under this Agreement from the time of the Event of Default to the end of the term; 3) Any other costs the Company is required to bear in respect of the installation and / or service provided under this Agreement, irrespective of the referred for collection, reasonable costs of removal of the alarm system, and other reasonable costs, paid or incurred by the Company in enforcing or attempting to enforce the terms and provisions of this Agreement.

d) The above remedies are cumulative and availment of one does not preclude availment of another.

20. DELINQUENCY; RECONNECT CHARGES:

In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of one and a half percent (1-1/2%) per month (18% per annum) of the amount of the delinquency, or the maximum rate permitted by law. If the monitoring service is deactivated because of Subscriber's past due balance and if Subscriber desires to have the service reactivated, Subscriber agrees to pay in advance to Company its prevailing reactivation charge.

21. COMPANY NOT INSURER; LIQUIDATED DAMAGES; ASSUMPTION OF LIMITED LIABILITY:

SUBSCRIBER AGREES: THAT COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON SUBSCRIBER'S PREMISES; THAT COMPANY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERHCANTABILITY OR FITNESS THAT THE SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, INSTALLATION, MAINTENANCE OR MONITORING SERVICE OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS:

(A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAMGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT;
(B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR FIRE DEPARTMENT, SHOULD THE POLICE OR FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE BOUNDING;
(C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROZIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE;
(D) THE NATURE OF THE SERVICE TO BE PERFORMED BY COMPANY.

SUBSCRIBER FURTHER AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE INSTALLATION, MAINTENANCE, OR MONITORING SERVICE, OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT OF THE SERVICE CHARGES OR ONE THOUSAND (1,000) DOLLARS, WHICHEVER IS LESS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILTY SHALL BE EXCLUSIVE: AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUASE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.

IF SUBSCRIBER WISHES COMPANY TO ASSUME A GREATER LIMITED LIABILITY IN LIEU OF THE AMOUNT AS HEREINABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A GREATER LIMITATION OF LIBILITY BY PAYING AN ADDITIONAL CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS AND AMOUNT OF THE LIABILITY AND THE ADDITIONAL CHARGE.

22. SUBSCRIBER PURCHASE ORDER:

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.

23. ATTORNEY'S FEES:

In the event the Company institutes legal proceedings to collect the cost of any charges as set forth herein, then and in such proceedings the unsuccessful party shall pay to the successful party reasonable attorney's fees.

24. INVALID PROVISIONS:

In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

25. VENDOR COMPLIANCE PROGRAMS / ENROLLMENT FEES / ADDITIONAL COVERAGE

If Subscriber wishes Company to participate in a Vendor Screening, Certificate of Insurance Tracking and Management program as part of your management policies, Subscriber will be liable for all non-refundable enrollment fees associated with the program. If additional insurance coverage is required due to your policies, subscriber may obtain from Company a greater limitation of liability by paying an additional charge to Company. If subscriber elects to exercise this option, a rider shall be attached to this Agreement and the Certificate Insurance shall reflect additional coverage required setting forth the terms, conditions and amount of the limited liability. Enrollment fees and or additional insurance coverage's will be billed to Subscriber per occurrence.

26. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:

This Agreement contains the entire Agreement of the parties who shall not be bound by any prior representations, promise, condition, inducements or warranties, express or implied, not included herein. Any modification or amendment of the Agreement must be in writing, executed by both parties.

27. BINDING EFFECT:

This Agreement is binding on Subscriber and his legal representatives, and any person who purchases or leases the Premises and does not permit the Company to repossess any of subscriber owned equipment located on the Premises. The Agreement and its benefits may not be assigned by Subscriber without the prior written consent of the Company.

28. SIGNATURES:

THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON SIGNING THIS AGGREEMENT.

1. Subscriber:_____

By _____ Date _____

Name Title

Matrix Technologies: Belinda Versyp Date 06.10.16

Authorized Representative of Company

Sales Representative: Larry Aguero

Emergency Notification Lists for each building will remain as they unless written notice is given.