

## **ADDITIONAL TERMS AND CONDITIONS**

1. As used in this Installation and Repair Agreement (the "Agreement"), the terms (a) "Contractor" shall mean Security Integration Solutions, LLC, a Texas limited liability corporation which shall only become a party hereto upon its written acceptance and approval as evidenced by the signature of a Officer of Contractor on the face hereof; (b) "Owners" whether one or more, shall mean the parties or on whose behalf this Agreement is executed; and (c) "Manufacturer" shall mean the one who manufactured and/or fabricated the parts or products installed by Contractor or it being understood by Owner and Contractor that Contractor is in no respect the agent of Manufacturer; that Contractor and Owner are the sole parties to this Agreement and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Contractor and Manufacturer with respect to the service, installation and repairs provided to the Owner by Contractor.
  
2. The manufacturer's warranty on any equipment described in this Agreement is set forth in the Warranty of the Manufacturer.
  
3. ANY AND ALL WARRANTIES ON THE PRODUCTS AND SERVICES SOLD AND DESCRIBED IN THIS AGREEMENT ARE HEREBY EXPRESSLY LIMITED TO THOSE MADE BY THE MANUFACTURER, OR THE LIMITED WARRANTY HEREINAFTER SET FORTH AND NONE OTHER. NEITHER CONTRACTOR NOR ANYONE ACTING FOR IT HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE PRODUCTS AND SERVICES BEING SOLD HEREBY, THAT HAS BECOME A BASIS OF THIS BARGAIN. FURTHER, CONTRACTOR HAS MADE NO AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE PRODUCTS AND SERVICES BEING SOLD HEREBY THAT CREATES OR AMOUNTS TO AN EXPRESS WARRANTY THAT THE PRODUCTS AND SERVICES WOULD CONFORM TO ANY SUCH AFFIRMATION, REPRESENTATION OR PROMISE. THE DESCRIPTION OF THE PRODUCTS AND SERVICES CONTAINED IN THIS ORDER IS FOR THE SOLE PURPOSE OF IDENTIFYING THE SAME AND NO DESCRIPTION OF THE PRODUCTS AND SERVICES HAS BEEN MADE A PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE PRODUCTS AND SERVICES WOULD CONFORM TO ANY DESCRIPTION MADE BY CONTRACTOR. NO SAMPLE, MODEL, OR DEMONSTRATOR HAS BEEN MADE A PART OF THE BASIS OF THIS AGREEMENT OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE PRODUCTS AND SERVICES WOULD CONFORM TO ANY SAMPLE, MODEL, OR DEMONSTRATOR EXHIBITED BY CONTRACTOR. CONTRACTOR DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE PRODUCTS AND SERVICES SOLD HEREBY AND ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES BEING SOLD

UNDER THIS AGREEMENT, AND CONTRACTOR DISCLAIMS ANY AND ALL WARRANTY OF GOOD AND WORKMANLIKE SERVICES TO WORK PERFORMED IN RELATION THERETO. CONTRACTOR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES. NO PERSON, FIRM, COMPANY, OR OTHER ENTITY IS AUTHORIZED TO ASSUME ANY OTHER LIABILITY ON BEHALF OF CONTRACTOR IN CONNECTION HEREWITH.

4. In addition to the disclaimer set forth in paragraph 4 above, ALL PRODUCTS AND SERVICES WHICH ARE BEING SOLD TO OWNERS ARE SOLD "AS IS," "WITH ALL FAULTS," AND "AS IT STANDS" AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION OR ITS MERCHANTABILITY, OR AS TO SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, JOB OR USE.
5. The payments and remuneration shown on the first page of the Agreement shall be paid by Owners to Contractor at 10720 Miller Rd., Suite 208, Dallas, Texas 75238.
6. Regardless of the method of payment, until the full purchase price is paid, Contractor shall reserve title to the Products and Services and shall have a security interest therein and in the proceeds from any sale of same to secure the payment of such price, plus interest and reasonable attorney's fees. In the event that Contractor deems itself insecure in such payment, it may without notice or demand retake immediate possession the Products and Services, and shall have the rights and remedies provided by law to a secured party.
7. Unless otherwise agreed to in a writing, signed by Owners and Contractor, Owners shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Agreement mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Agreement. Owners shall be solely responsible for the cost and fees for all licenses, registrations and title associated with the sale of the Products and Services provided to the Owners.
8. The signed Agreement and these Additional Terms and Conditions sold on are intended by the parties as a final expression of their agreement as a complete and exclusive statement of the terms together with any additional documents specifically referred to herein. No course of prior dealings and no usage of trade shall be relevant to supplement or explain any term used herein, and acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescent party has knowledge of the nature of the performance and opportunity for objection.
9. In addition to the rights and remedies herein, Dealer shall have such other rights and remedies as provided by the laws of the State of Texas and the performance of this

Agreement shall be in Dallas, Dallas County, Texas. All payments due hereunder shall be paid to Contractor at 10720 Miller Rd., Suite 208, Dallas, Texas 75238.

10. Whenever the context so requires, references herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.
11. Owners hereby appoint Contractor and/or its representative as Owners' attorney-in-fact to do any and every act to which Owners are obligated by this Agreement or the instruments executed in conjunction herewith, to exercise all rights of Owners in and to the Products and Services described on the reverse side hereof, to execute any and all papers and instruments on its behalf, to execute and file this Agreement or any other documents as a financing statement and to do all other things and take such action as Contractor, in its sole discretion, deems necessary to preserve and protect its rights hereunder, and in and to the Products and Services.
12. The parties hereto agree and covenant that the principal owner or owners of the Owners, together with the person executing this Agreement, personally guarantee payment and performance of this Agreement and all instruments executed in conjunction herewith, and hereby obligate themselves to timely perform all duties and obligations of Owners.
13. Any amounts remaining due and owing after the date on which same are due, shall earn interest at the rate of one and one-half percent per month until paid. No provision herein or in any promissory note, instrument, or any other loan documents executed by Owners evidencing the obligation shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided for herein or in any such promissory note, instrument, or any other loan document, the provisions of this paragraph shall govern, and Owners shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all promissory notes, instruments, and other loan documents executed by Owners evidencing the obligation shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
14. Contractor's acceptance of partial or delinquent payments, or a restrictive endorsement on a draft or check, or the failure of Contractor to exercise any right or remedy it may have, shall not constitute a waiver of any obligation of Owners or right of Contractor to subsequent exercise of such right or remedy, or constitute a waiver of any other similar default which has occurred, or which occurs thereafter.
15. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. IF CONTRACTOR SEEKS TO COLLECT OR RECOVER SOME OR ALL OF THE MONIES OWED HEREUNDER, OR OWNERS BRING AN ACTION AGAINST CONTRACTOR, CONTRACTOR SHALL HAVE THE RIGHT TO RECOVER ALL COSTS AND EXPENSES OCCASIONED THEREBY, INCLUDING ITS ATTORNEY'S FEES, COLLECTION COSTS, LITIGATION EXPENSES, COSTS OF COURT, AND THE LIKE, TOGETHER WITH INTEREST THEREON AT THE HIGHEST RATE ALLOWED BY LAW, NO MATTER WHAT THE OUTCOME OF SUCH ACTION(S) OR LAWSUIT(S) MAY BE.
17. The person executing this Agreement on behalf of Owners, represents and warrants that he or she has the authority to execute same on behalf of Owners and its principals.
18. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT CONTRACTOR SHALL NOT BE LIABLE FOR LOSS OF USE DAMAGES, INTERRUPTION OF BUSINESS DAMAGES, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, OR ANY OTHER DEALINGS OF THE PARTIES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. FURTHER, IT IS UNDERSTOOD AND AGREED THAT CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXEMPLARY, STATUTORY, DISCRETIONARY, OR PUNITIVE DAMAGES OF ANY KIND, IN CONNECTION WITH OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, OR ANY OTHER DEALINGS OF THE PARTIES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT THESE LIMITATIONS ON DAMAGES SHALL APPLY EVEN IF CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR CONTRACTOR'S CONDUCT WAS INTENTIONAL, RECKLESS OR GROSSLY NEGLIGENT.
19. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the Owners hereto and their respective heirs, legal representatives, successors and permitted assigns wherever the context so requires or permits.
20. The parties agree and acknowledge that each party and their counsel have had the opportunity to review and revise this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, modifications, or exhibits hereto. The parties further agree that any rule of construction requiring a court to interpret this Agreement strictly against the drafter shall not apply.

21. Owners acknowledge and agree that these terms and conditions shall govern the future dealings of the parties, except where specifically contradicted or changed by a subsequent agreement in writing which references this provision and is signed by an officer of Contractor, on behalf of Contractor. Owners acknowledge and agree that they cannot reasonably and justifiably rely on future oral or written representations or promises by Contractor or its employees, agents, officers, or directors, which are inconsistent with the terms of this Agreement, unless such representations or promises are in writing and signed by an officer of Dealer.
22. It is understood and agreed by the parties that jurisdiction and venue for all litigation in connection with or related in any way to the subject matter of this Agreement, or any other dealings of the parties, whether based in contract, tort or otherwise, shall be exclusively in a Texas State District Court, located in Dallas County, Texas. Owners hereby consent to personal jurisdiction in any Texas State District Court located in Dallas County, Texas.
23. Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall be deemed received upon actual receipt if delivered by personal delivery, or if sent by mail, shall be deemed to be delivered and received (whether actually received or not) when same is deposited in an active U.S. Mail receptacle or post office, postage prepaid, and sent certified mail, return receipt requested, to the address of the party(ies), or if delivered by facsimile transmission or an electronic mail (email), when received. Any address for notice may be changed by written notice so given.
24. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT AS A CONDITION PRECEDENT TO ANY LIABILITY OF CONTRACTOR, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IN CONNECTION WITH OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, OR ANY OTHER DEALINGS OF THE PARTIES, THAT OWNERS SHALL PROVIDE WRITTEN NOTICE TO CONTRACTOR OF ALL PROBLEMS, ISSUES, CLAIMS, COMPLAINTS, ALLEGED BREACHES OF THIS AGREEMENT, OR ANY CAUSES OF ACTION WHICH THEY MAY HAVE, WITHIN NINETY DAYS OF THE DISCOVERY OR ACCRUAL OF SAME, WHICHEVER OCCURS FIRST, AND SHALL GIVE CONTRACTOR A THIRTY-DAY PERIOD DURING WHICH CONTRACTOR MAY ATTEMPT TO CURE SUCH PROBLEMS, ISSUES, CLAIMS, COMPLAINTS, ALLEGED BREACHES OF THIS AGREEMENT, OR ANY CAUSES OF ACTION WHICH THEY MAY HAVE. FAILURE TO COMPLY WITH THIS CONDITION PRECEDENT SHALL BE AN ABSOLUTE BAR TO RECOVERY FOR ANY SUCH PROBLEMS, ISSUES, CLAIMS, COMPLAINTS, ALLEGED BREACHES OF THIS AGREEMENT, RIGHT OF RECOVERY, OR ANY CAUSES OF ACTION WHICH THEY MAY HAVE.
25. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT AS A CONDITION PRECEDENT TO ANY LIABILITY OF CONTRACTOR IN CONTRACT, TORT, OR OTHERWISE, AND IN CONNECTION WITH OR RELATED IN ANY WAY TO THE

SUBJECT MATTER OF THIS AGREEMENT, OR ANY OTHER DEALINGS OF THE PARTIES, THAT OWNERS SHALL FILE SUIT SPECIFICALLY PLEADING ALL PROBLEMS, ISSUES, CLAIMS, BREACHES OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, OR OTHER CAUSES OF ACTION, IN A COURT OF COMPETENT JURISDICTION AND VENUE (AS DEFINED HEREIN), WITHIN TWELVE MONTHS OF DISCOVERY OR ACCRUAL OF SAME, WHICHEVER OCCURS FIRST. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT THE FOREGOING PROVISION IS BOTH A CONDITION PRECEDENT TO THE RIGHT TO TAKE SUCH ACTION, AND A CONTRACTUAL MODIFICATION OF THE STATUTE OF LIMITATIONS FOR ALL ACTIONS, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND FAILURE TO COMPLY WITH THIS CONDITION PRECEDENT AND CONTRACTUAL STATUTE OF LIMITATIONS SHALL BE AN ABSOLUTE BAR TO RECOVERY FOR ANY PROBLEMS, ISSUES, RIGHTS, CLAIMS OR CAUSES OF ACTION NOT SPECIFICALLY PLED AS HEREIN ABOVE PROVIDED, WITHIN THE TWELVE MONTH PERIOD.

26. Owners acknowledge and agree that: (1) they have read this Agreement carefully; (2) they understand each and every provision of this Agreement; (3) they have had the opportunity to have this Agreement reviewed by counsel of its choice; and (4) they agree to each and every provision in this Agreement, including the Additional Terms and Conditions.
27. Owners will not delay Contractor or its representatives in the progress of the work under this Agreement or any extra work, and for each day that Contractor is delayed an equal number of additional days will be allowed for the substantial completion of the residence, from the day designated for its completion. For each day's delay in the completion of this Agreement that is caused by or arises from any act or default on the part of Owners, Owners will pay to Contractor the sum of Two Hundred Fifty Dollars (\$250.00).