

TERMS AND CONDITIONS

1. As used in this Security and Access Control Installation and Monitoring Agreement (hereinafter the "Order"), the terms (a) "Dealer" shall mean Security Integration Solutions, LLC., a Texas limited liability company; (b) "Customer" shall mean the party executing this Order on the face hereof; and (c) "Manufacturer" shall mean the manufacturer of the equipment sold to Customer, as may be set forth on the reverse side hereof, it being understood by Customer and Dealer that Dealer is in no respect the agent of Manufacturer; that Dealer and Customer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to alarm and access control equipment.

2. The Manufacturer's warranty on the Equipment described herein is provided to Customer solely by Manufacturer and not be Dealer.

3. ANY AND ALL WARRANTIES ON THE EQUIPMENT AND SERVICES SOLD AND DESCRIBED ON THE REVERSE SIDE HEREOF ARE HEREBY EXPRESSLY LIMITED TO THOSE MADE BY THE MANUFACTURER, OR ANY LIMITED WARRANTY HEREINAFTER SET FORTH AND NONE OTHER. NEITHER DEALER NOR ANYONE ACTING FOR IT HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE EQUIPMENT AND SERVICES BEING SOLD HEREBY, THAT HAS BECOME A BASIS OF THIS BARGAIN. FURTHER, DEALER HAS MADE NO AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE EQUIPMENT AND SERVICES BEING SOLD HEREBY THAT CREATES OR AMOUNTS TO AN EXPRESS WARRANTY THAT THE EQUIPMENT AND SERVICES WOULD CONFORM TO ANY SUCH AFFIRMATION, REPRESENTATION OR PROMISE. THE DESCRIPTION OF THE EQUIPMENT AND SERVICES CONTAINED IN THIS ORDER IS FOR THE SOLE PURPOSE OF IDENTIFYING THE EQUIPMENT AND SERVICES AND NO DESCRIPTION OF THE EQUIPMENT AND SERVICES HAS BEEN MADE A PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE EQUIPMENT AND SERVICES WOULD CONFORM TO ANY DESCRIPTION MADE BY DEALER. 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 EQUIPMENT AND SERVICES WOULD CONFORM TO ANY SAMPLE, MODEL, OR DEMONSTRATOR EXHIBITED BY DEALER. DEALER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE EQUIPMENT AND SERVICES SOLD HEREBY AND ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE EQUIPMENT AND SERVICES BEING SOLD UNDER THIS AGREEMENT, AND DEALER DISCLAIMS ANY AND ALL WARRANTY OF GOOD AND WORKMANLIKE SERVICES TO WORK PERFORMED IN RELATION THERETO THE INSTALLATION AND MAINTENANCE OF THE EQUIPMENT. DEALER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES. NO PERSON, FIRM, COMPANY, OR OTHER ENTITY IS AUTHORIZED TO ASSUME ANY OTHER LIABILITY ON BEHALF OF DEALER IN CONNECTION HEREWITH.

4. In addition to the disclaimer set forth in paragraph 3 above, IF ANY EQUIPMENT AND SERVICES DESCRIBED ON THE FACE HEREOF AND WHICH IS BEING SOLD TO CUSTOMER IS NOT A NEW UNUSED EQUIPMENT, IT IS 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 cash payments shown on the reverse side hereof shall be paid by Customer to Dealer at or before the completion of the installation of the Equipment. If a time sale is indicated on the reverse side hereof, Customer agrees to execute such notes, security agreements, or other documents in connection therewith as may be required by Dealer or any financing institution. Any and all monies due hereunder to Dealer (whether a cash or a time sale) shall be paid to such Dealer at its office, located at 10720 Miller Road, Suite 208, Dallas, Texas 75238. Customer further acknowledges that any note and security agreement which the Customer executes in conjunction herewith may be assigned by Dealer to a third party, and Customer hereby consents to said assignment.

6.Regardless of the method of payment, until the full purchase price shown on the reverse hereof is paid, Dealer shall reserve title to the Equipment and shall have a security interest therein and in the proceeds from any sale of the Equipment to secure the payment of such price, together with interest and reasonable attorney's fees. In the event that Dealer deems itself insecure in such payment, it may without notice or demand retake immediate possession the Equipment, and shall have all rights and remedies provided by law to a secured party.

7.Except as provided herein Customer may not cancel this Order. Upon the failure or refusal of the Customer to complete the purchase described herein for any reason, Customer shall pay to Dealer Twenty-five percent (25%) of the total price as liquidated damages. Dealer may apply any cash deposit made by Customer towards the Liquidated Damages. Customer acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Customer's failure to complete the purchase. Customer further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages and from Customers refusal to honor this Order, given that the precise damages of Dealer are difficult to calculate.

8.Unless otherwise agreed to in a writing signed by Customer and Dealer, Customer shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order 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 Order. Customer shall be solely responsible for the cost and fees for all licenses, registrations and title associated with the sale of the Equipment.

9.The Terms of this Order 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 the terms of this agreement, even though the accepting or acquiescent party has knowledge of the nature of the performance and opportunity for objection.

10.Dealer shall not be liable for failure to deliver or delay in delivering the Equipment covered by this Order or the performance of the service provided for herein, where such failure or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. In no event shall Dealer ever be liable for consequential damages of any kind or nature. Further, Dealer will not have any liability for any delay, breach, or failure to perform caused by or related to weather or by other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

11. Following the execution of this Order, Customer will execute all such other forms or documents as may be required by Dealer, within forty-eight hours of their presentation to Customer by Dealer.

12.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 Order shall be deemed to occur in Dallas, Texas. All payments due hereunder shall be paid to Dealer at 10720 Miller Road, Suite 208, Dallas, Texas 75238.

13.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.

14.Customer hereby appoints Dealer and/or its representative as Customer's attorney-in-fact to do any and every act to which Customer is obligated by this Order or the instruments executed in conjunction herewith, to exercise all rights of Customer in the Equipment described on the reverse side hereof, to execute any and all papers and instruments on its behalf, to execute and file this Order or any other documents as a financing statement and to do all other things and take such action as Dealer, in its sole discretion, deems necessary to preserve and protect its rights hereunder and in the Equipment.

15. The parties hereto agree and covenant that the owner or owners of the Customer, together with the person executing this Order, personally guarantee payment and performance of this Order and all instruments executed in conjunction herewith, and hereby obligate themselves to timely perform all duties and obligations of Customer.

16. 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 Customer 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 Customer 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 Customer 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.

17. Dealer's acceptance of partial or delinquent payments, or a restrictive endorsement on a draft or check, or the failure of Dealer to exercise any right or remedy it may have, shall not constitute a waiver of any obligation of Customer or right of Dealer to subsequent exercise of such right or remedy, or constitute a waiver of any other similar default which has occurred, or which occurs thereafter.

18. In case any one or more of the provisions contained in this Order 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 Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. IF DEALER SEEKS TO COLLECT OR RECOVER SOME OR ALL OF THE MONIES OWED HEREUNDER, OR CUSTOMER BRINGS AN ACTION OF ANY KIND AGAINST DEALER, DEALER 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.

20. The person executing this Order on behalf of Customer, represents and warrants that he or she has the authority to execute same on behalf of Customer and its principals.

21. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT DEALER 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 ORDER, OR ANY OTHER DEALINGS OF THE PARTIES, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE. FURTHER, IT IS UNDERSTOOD AND AGREED THAT DEALER 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 DEALER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR DEALER'S CONDUCT WAS INTENTIONAL, RECKLESS OR GROSSLY NEGLIGENT.

22. This Order and the terms and provisions hereof shall inure to the benefit of and be binding upon the Customer and its respective heirs, legal representatives, successors and permitted assigns wherever the context so requires or permits.

23. The parties agree and acknowledge that each party and its counsel have had the opportunity to review and revise this Order, 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 Order or any amendments, modifications, or

exhibits hereto. The parties further agree that any rule of construction requiring a court to interpret this Order strictly against the drafter shall not apply.

24. Customer acknowledges and agrees 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 a corporate officer of Dealer, on behalf of Dealer. Customer acknowledges and agrees that it cannot reasonably and justifiably rely on future oral or written representations or promises by Dealer or its employees, agents, officers, or directors, whether consistent or inconsistent with the terms of this Order, unless such representations or promises are in writing and signed by a corporate officer of Dealer.

25. 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 Order, or any other dealings of the parties, whether based in contract, tort or otherwise, shall be exclusively in a Texas District Court of competent subject matter jurisdiction, located in Dallas County, Texas. Customer hereby consents to personal jurisdiction in any Texas District Court located in Dallas County, Texas. This is agreed to be a material term of this Order.

26. 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 email, 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 addresses set forth on the reverse side hereof, or if delivered by facsimile transmission, when received. Any address for notice may be changed by written notice so given.

27. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT AS A CONDITION PRECEDENT TO ANY LIABILITY OF DEALER, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, IN CONNECTION WITH OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ORDER, OR ANY OTHER DEALINGS OF THE PARTIES, THAT CUSTOMER SHALL PROVIDE WRITTEN NOTICE TO DEALER, SETTING OUT IN COMPLETE DETAIL ALL PROBLEMS, ISSUES, CLAIMS, COMPLAINTS, ALLEGED BREACHES OF THIS ORDER, 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 DEALER A NINETY-DAY PERIOD DURING WHICH DEALER MAY ATTEMPT TO CURE SUCH PROBLEMS, ISSUES, CLAIMS, COMPLAINTS, ALLEGED BREACHES OF THIS ORDER, 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 ORDER, RIGHT OF RECOVERY, OR ANY CAUSES OF ACTION WHICH CUSTOMER MAY HAVE.

28. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT AS A CONDITION PRECEDENT TO ANY LIABILITY OF DEALER IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND IN CONNECTION WITH OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ORDER, OR ANY OTHER DEALINGS OF THE PARTIES, THAT CUSTOMER SHALL FILE SUIT SPECIFICALLY PLEADING, IN DETAIL, ALL PROBLEMS, ISSUES, CLAIMS, BREACHES OF THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER, OR OTHER CAUSES OF ACTION, IN A COURT OF COMPETENT JURISDICTION AND VENUE (AS DEFINED HEREIN), WITHIN TWELVE MONTHS OF THE 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 HEREINABOVE PROVIDED, WITHIN SUCH TWELVE MONTH PERIOD.

29. Customer acknowledges and agrees that: (1) it has read this Order carefully; (2) it understands each and every provision of this Order; (3) it has had the opportunity to have this Order reviewed by counsel of its choice; and (4) it agrees to each and every provision in this Order.