

**MODERN SYSTEM CONCEPTS, INC.  
ALARM MONITORING AGREEMENT**

This agreement made this 25<sup>th</sup> day of June 20 18 between **MODERN SYSTEM CONCEPTS, INC. (MSC)** or its assigns, hereinafter called the "Company" and **INFRAMARK** representing the Home Owners Association, hereinafter called the "Subscriber", for MONITORING SERVICES of the residential burglar alarm system of each resident, hereinafter called "resident(s)" in the **VILLAS MASTER** Community comprised of three subset subdivisions: Bella Vita, Villa Verde & Villa de 'Este; located at Pearland Texas, subject to any and all of the conditions as set forth in this agreement.

**TYPE OF SERVICE**

Local telephone alarm transmitter (Dialer)

**MONTHLY DISCOUNTED RATE**

Monthly bill \$9.00 per resident (Standard Monitoring)

1. Company, or its sub-contractors will be the exclusive provider of this service (in these subdivisions) to all the residences and will monitor signals received from all of the occupied residences for a charge as stated above.
2. The Subscriber agrees to pay the Company, or its assigns for all invoices submitted to the Subscriber within (30) thirty days of billing dates. If any such invoices are in dispute, the Company is to be notified within (10) ten days of the billing date. The billing cycle may be changed by written request of the Subscriber. All charges are payable in advance.
3. The term of this contract is for (36) thirty six months from the date of this contract and shall be renewable for periods of (1) one year until written cancellation of service is received, (30) thirty days in advance of the expiration date of this agreement.
4. The Company or its assigns may cancel this agreement for nonpayment of any and all invoices submitted to the subscriber, at which time the balance of the term of the contract becomes due and payable after (30) thirty days' notice and right to cure. Subscriber may also cancel for default on the part of the Company, after 30-days' notice and right to cure.
5. It is understood that the Company, its assigns or sub-contractors do not own any of the equipment at each residence and is not responsible for the repair of the equipment. In addition, the Company is not responsible for the operations or non-operation of that equipment. It is understood that testing of the equipment is the responsibility of the individual resident and that the resident must notify the Company in writing (or fax) of the improper operation of any of the systems.
6. **COMPANY'S LIABILITY-DISCLAIMER OF WARRANTIES:** The Company, its assigns or sub-contractors do not warranty or represent that the alarm systems, or control systems cannot or may not be comprised or circumvented or that the systems will in any or all cases prevent any loss of burglary, hold-up, fire, medical alert, or otherwise; or that the systems will in all cases provide the protection for which it was installed or intended. The Subscriber acknowledges that the Company is not an insurer; that each resident will assume all risk for loss or damage to any of the premises or to the contents of such; that the Company has made no representations or warranties, expressed or implied, except as set forth herein; and Subscriber acknowledges that it has read and understands all of this agreement. The Subscriber agrees to have each resident execute a waiver of liability (see Addendum A) at time of closing.
7. **INDEMNIFICATION:** Subscriber agrees to and shall indemnify and save harmless the Company, its assigns, employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the Company's performance or failure to perform its obligations under this agreement, unless it is found to be caused by Company's willful misconduct or negligence.
8. **INCREASE IN MONTHLY SERVICE RATES:** In accordance with the terms and conditions set forth herein, after the expiration of the initial term of this agreement, the Company may as its option, increase the monthly service charge after giving the Subscriber (60) sixty days' notice of its intent to do so. In the event the Subscriber shall be unwilling to pay said increased monthly charge, the Subscriber may terminate this agreement with (45) forty-five days' notice to the Company, provided that the Subscriber shall not be in default of any of the terms and conditions of this agreement.
9. **ATTORNEY and COLLECTION FEES:** In the event it shall become necessary for the Company to institute legal proceedings to collect the monthly charge, monitoring fees or any other charges made payable herein, then and in such proceedings, the Subscriber shall pay to the Company, its assigns, or sub-contractors, reasonable collection and/or attorney's fees, where permitted by law.
10. **NULLIFICATION and INTERPRETATIONS:** A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this agreement, which shall remain in full force and effect. The sections, bold lettering and other headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting this agreement. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular, and use of gender shall be applicable to all genders.
11. **CANCELLATION or DEFAULT:** The subscriber agrees that cancellation or default of this contract, by the subscriber, for reasons other than Company default, during the term of the contract, may only be accomplished by accelerated payment of the balance of the term of the contract.

Mark C. Popkowski  
MODERN SYSTEM CONCEPTS, INC. REPRESENTATIVE

Mark C. Popkowski      06/25/18  
PRINT                                      DATE

C. W. Sparks  
SUBSCRIBER REPRESENTATIVE

C. W. SPARKS      6/25/18  
PRINT                                      DATE