

ALARM REPAIR AND SERVICE AGREEMENT
MODERN SYSTEM CONCEPTS, INC.

AGREEMENT made this 25th day of June 2018 by and between: **MODERN SYSTEM CONCEPTS, INC.** hereinafter referred to as the Company and **INFRAMARK** the management company hereinafter referred to as the Subscriber, representing the **VILLAS MASTER** Community which is comprised of three subset subdivisions: Bella Vita, Villa Verde & Villa de 'Este located at Pearland, Texas; HARRIS County; 77581 Zip Code. Subscriber represents all of the monitored residents covered under the "Alarm Monitoring Agreement" located in the above subdivisions.

1. **ALARM REPAIR and SERVICE:** The company, its assigns or sub-contractors will repair and service all of the Subscriber (residents) owned alarm equipment, that are monitored by Company at each of the resident addresses for a special discounted charge as stated below, subject to the terms and conditions of this agreement. All charges to each resident is payable at the time service is rendered unless previous arrangements have been made. Repairs to the equipment are the only duty of the Company. Company will warranty all repairs made for a period of (90) ninety days. Excluded from warranty are items damaged as a result of acts of God (such as lightening and flooding), man-made damage, power surges, misuse, fire, negligence, accident, and equipment not serviced or programmed by Company. No other warranty expressed or implied is made as to the product or service.
2. **ALARM REPAIR and SERVICE FEES:** Repairs will be provided during normal business hours, Monday-Friday 8:00 a.m. to 4:00 p.m. The Company will endeavor to provide service outside normal business hours, although our prevailing discounted Premium Trip and Labor rate will be charged.
 - STANDARD TRIP CHARGE:** Trip charge \$65.00 which includes the trip and the first one hour of the service.
 - STANDARD HOURLY RATE:** Hourly rate will be at \$65.00 per hour and clocked in fifteen minute increments.
 - PREMIUM TRIP CHARGE:** Trip charge \$95.00 which includes the trip and the first one hour of the service.
 - PREMIUM HOURLY RATE:** Hourly rate will be at \$95.00 per hour and clocked in fifteen minute increments.
3. **DEVICES:** The Company agrees at the request of the Subscriber or each resident, to repair only ALARM devices and not additional ancillary equipment which might be added to the alarm, such as lighting controls, automation deices, computer equipment, IP Phones, etc....which are not subject to the terms and conditions (discounted rates) of this agreement. Company is not and will not accept responsibility for the repair of alarm communications methods such as telephone lines, radio back-up, cellular or other communications devices. Alarm devices and equipment used by Company will be "off the shelf equipment" of similar quality.
4. **TERM and DEFAULT:** The term of this contract is for (3) three years from the date of this agreement and shall be renewable for periods of (1) one year until written cancellation is received, (30) thirty days in advance of the expiration date of this agreement. After the initial term of this agreement, at renewal, the Company may at its option, increase the FEES after giving Subscriber (30) thirty days' notice of its intent to do so.
 - a) Should a resident not pay for services rendered, then the Subscriber agrees to pay the Company invoices submitted within (30) thirty days of the billing dates. If any such invoices are in dispute, the Company is to be notified within (10) ten days of the billing date. The Company or its assigns may cancel this agreement immediately for nonpayment of any and all invoices submitted to the Subscriber, at which time any outstanding balance is immediately due and payable. It is expressly agreed that if this contract is placed in the hands of an attorney for collection or for any other legal action, the Subscriber agrees to pay the Company, in addition to all other sums, a reasonable amount as attorney fees.
5. **DELAYS IN REPAIRS:** It is expressly agreed that the Company shall bear no responsibility nor shall it be liable for any delays in scheduled repairs, the reasons for which are beyond the Company's control. Any errors of whatever nature in the repairs of the equipment shall be brought to the attention of the Company within (5) five days after completion. Failure to notify the Company in the time and manner specified shall constitute acceptance by the Subscriber of the repairs.
6. **COMPANY'S LIABILITY DISCLAIMER OF WARRANTIES:** The Company, its assigns or sub-contractors, do not warranty or represents that the alarm system(s) cannot or may not be compromised or circumvented or that the system(s) will in any or all cases prevent loss by burglary, hold-up, fire, medical alert, or otherwise; or that the system(s) will in all cases provide the detection for which it was installed or intended. The Subscriber acknowledges that the Company is not an insurer; that the individual resident assumes all risk for loss or damage to the premises or to its contents; that the Company has made no representations or warranties, expressed or implied, except as set forth herein; and Subscriber acknowledges that he has read and understands all of this agreement.
7. **APPROVAL BY OFFICER OF COMPANY:** This agreement is subject to approval by a Company officer and remains wholly unexecuted until approved by an officer of the Company.

PAGE 1 OF 2:

Mark C. Popkowski
MODERN SYSTEM CONCEPTS, INC. REPRESENTATIVE

Mark C. Popkowski
PRINT

06/25/18

[Signature]
SUBSCRIBER REPRESENTATIVE

6/25/18
PRINT

8. **LIQUIDATED DAMAGES:** IT IS AGREED THAT THE COMPANY IS NOT AN INSUREER. IT IS NOT THE INTENTION OF THE PARTIES THAT THE COMPANY ASSUME RESPONSIBILITY FOR ANY LOSS OCCASIONED BY MALFEASANCE OR MISFEASANCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT OR FOR ANY LOSS OR DAMAGE SUBSTAINED THROUGH BURGLARY, THEFT, ROBBERY, FIRE OR OTHER CAUSE OF ANY LIABILITY ON THE PART OF THE COMPANY BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION HEREBY ESTABLISHED. IF THERE SHALL, NOTWITHSTANDING THE ABOVE PROVISIONS, AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF THE COMPANY BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION HEREBY ESTABLISHED, WHETHER DUE TO THE NEGLIGENCE OF THE COMPANY OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO A SUM OF \$250.00 AS LIQUIDATED DAMAGES. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS OF THIS SECTION SHALL APPLY, IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT, OR FROM NEGLIGENCE OR OTHER SORT, ACTIVE OR OTHERWISE OF THE COMPANY, ITS AGENTS, ASSIGNS, EMPLOYEES, OR SUB-CONTRACTORS.

9. **SUBROGATION:** If the Subscriber desires the Company to assume greater liability or responsibility than set forth herein to either the Subscriber or resident or their insurance carrier by way of subrogation then a request in writing must be made to the Company. Upon Company review and approval an additional price will be quoted to assume the greater liability, this price must be paid in full and in advance. The Subscriber does hereby, for himself, his insurance carrier, and all parties claiming under him, release and discharge the Company, its assigns, or sub-contractors, from and against all hazards covered by the Subscriber or resident's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against the Company. In the event any persons, or party to this agreement shall file any claim against the Company, its assigns, or sub-contractors, for any reason whatsoever, arising out of or related to the performance of this agreement, included but not limited to the installation, maintenance, operation or non-operation of the system(s), the Subscriber agrees to indemnify, defend and hold the Company, its assigns or its sub-contractors harmless from any and all claims including, but not limited to the payment of damages, expenses, costs and attorney's fees.

10. **INDEMNIFICATION:** In the event any persons, not a party to this agreement, but related to this agreement, including the Subscriber or residents insurance carrier, shall make any claim or file any lawsuit against the Company, its assigns, or its sub-contractors, for any reason whatsoever, including but not limited to the installation, maintenance, operation/non-operation or monitoring of the alarm system(s), Subscriber agrees to indemnify, defend and hold the Company, its assigns or sub-contractors harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney fees whether these claims are based on alleged intentional conduct, active or passive negligence, or strict product liability, on the part of the Company, its assigns, agents, servants, employees, or sub-contractors.

11. **NULLIFICATION and INTERPETATION:** 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, interpreting this agreement. Unless the context otherwise requires, words in the singular include the plural and words on the plural include the singular, and use of any gender shall be applicable to all genders.

12. **THE PARTIES ACKNOWLEDGE BY THEIR SIGNATURES THAT THIS AGREEMENT WAS COMPLETE AT THE TIME EXECUTED, THAT THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO A REPAIR SERVICE AGREEMENT, THAT NO OTHER AGREEMENT, WRITTEN OR ORAL, EXISTS BETWEEN THEM REGARDING REPAIRS, AND SUBSCRIBER ACKNOWLEDGES RECEIVING AN EXACT COPY OF THE ORIGINAL OF THIS DOCUMENT.**

EXECUTED this 25th day of June, 2018 at Harris County, Texas.

Mark C. Popkowski
MODERN SYSTEM CONCEPTS, INC. REPRESENTATIVE

[Signature]
SUBSCRIBER REPRESENTATIVE

Mark C. Popkowski, Owner
PRINT NAME & TITLE
DATE
06/25/18

C W SPARFS, PRES.
PRINT NAME & TITLE
DATE
6/25/18