



**SVI SECURITY SOLUTIONS HOSTING SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 27 day of June, 2011, by and between ("Subscriber") Wise County located at (address) 200 Brook Rumsey City Decatur (State) Tx Zip 76234 (Home Phone) — (Work Phone) 940-627-5971 (Cell Phone) —

(The "Hosted Location (if applicable)", and (SVI Security Solutions), whose offices is located at the address set forth above.

SVI Security Solutions agrees to sell and host the SVI Security Solutions Wireless Video Alert system (the "Equipment") and to provide, "Hosting", as indicated below and as more fully described herein, to Subscriber; and Subscriber agrees to pay SVI Security Solutions the amounts summarized below, upon and subject to the terms and conditions of this agreement.

Billing Address if different: Wise County Auditor PO Box 899 Decatur Tx 76234

SERVICES TO BE PROVIDED (Check Boxes that Apply)	MONTHLY RATES		SCHEDULE OF EQUIPMENT	INSTALLATION AND CONNECTIONS	
<input checked="" type="checkbox"/> SouthVault Hosting Services Monthly Hosting <input type="checkbox"/> <input type="checkbox"/> Other TOTAL MONTHLY FEES <input type="checkbox"/> applicable taxes and permit fees BILLING FREQUENCY <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER	\$ <u>76.00</u> \$ \$ \$	QTY <u>1</u> DESCRIPTION <u>System</u>	Installation (if applicable) \$ Tax (if Applicable) \$ Other \$ TOTAL \$ Deposit Received (50%) \$ Balance Due Upon Completion \$ Agreement for Service Annual Charge SouthVault Hosting Services and Notification Service \$ Other		

*per attached quote*

**I. TERM OF AGREEMENT**

A. The initial term of this Agreement shall be one (1) year ("the Initial Term"). SVI Security Solutions obligation to provide Hosting Services and Subscriber's obligation to pay for these fees for the Services shall commence on the day that SVI Security Solutions connects the Equipment and a satisfactory test signal from such Equipment is received. THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR SUCCESSIVE ONE-YEAR RENEWAL TERMS (the "Renewal Term") UNLESS SUBSCRIBERS OR SVI SECURITY SOLUTIONS GIVES WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE INITIAL OR ANY RENEWAL TERM.

B. SVI Security Solutions reserves the right to charge Subscriber for incidental costs relating to each of the Services chosen by Subscriber during the Initial Term and any Renewal Term without prior notice to Subscriber.

SUBSCRIBER ACKNOWLEDGES THAT IF THE CELLULAR SERVICE IS DISCONNECTED IN ANY MANNER WHATSOEVER, OR NOT WORKING FOR ANY REASON, SOUTHVAULT WIRELESS VIDEO ALERT SYSTEM SIGNALS CANNOT BE TRANSMITTED TO SOUTHVAULT, IF APPLICABLE, (SEE PARAGRAPH 2 FOR MORE DETAILS).

SUBSCRIBER REPRESENTS AND WARRANTS TO DEALER THAT SUBSCRIBER HAS READ ALL OF THE TERMS AND CONDITIONS HEREIN, (INCLUDING THE LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES), AND ALL OF THE TERMS AND ALL OF THE TERMS AND CONDITIONS WHICH ARE PRINTED ON THE DOCUMENTS ATTACHED TO THIS AGREEMENT BEFORE EXECUTING THIS AGREEMENT BETWEEN THE PARTIES CONSISTS OF THIS AGREEMENT AND ALL APPLICABLE ATTACHMENTS WHICH TOGETHER SUPERSEDE ANY AND ALL OTHER AGREEMENTS UNDERSTANDINGS, ADVERTISEMENTS OR REPRESENTATIONS IN CONNECTIONS WITH THE PROVIDED HEREIN.

Accepted By [Signature] 7-11-11  
 Sales Representative Signature Date

Accepted and Copy Received by:  
[Signature] 75-6001203  
 Subscriber's Name (Please Print) Social Security No. FEB I.D.#  
[Signature] 06/27/11  
 Subscriber's Signature Date  
[Signature] 6/30/2011

## **2. SVI Security Solution Hosting Service**

Where hosting services are provided under this agreement, SVI Security Solutions agrees to endeavor to provide continuous monitoring of the SVI Security Solutions Wireless Video Alert equipment, unless otherwise provided for in this agreement, hosting services consist of the receipt and analysis of signals from the equipment installed, including additional equipment which may be installed from time to time at the request of subscriber at the hosted location. Subscriber understands that transmission of signals may be made by cellular device (collectively, the "Devices"), which the equipment communicates with a hosting server and that alternative or additional protection can be installed utilizing any one of the above mentioned devices set forth in this paragraph or other optional equipment at subscriber's request. To the extent such additional devices are provided the rates for hosting services may be increased. Subscriber understands that notice of signals from the hosting server to the client contacts will be by cellular line. Subscriber understands that SVI Security Solutions does not represent or warrant that the transmission of signals to or from the hosting server via cellular lines may not be interrupted, circumvented or compromised, subscriber further acknowledges that SVI Security Solutions assumes no liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of cellular service, or other conditions either within or beyond SVI Security Solutions' control. Subscriber acknowledges that the use of cellular devices are controlled by the Federal Communications Commission, and changes in the rules, regulations, and policies may necessitate discontinuing such transmission devices by SVI Security Solutions

Subscriber understands that in the event the equipment continuously transmits signals, to be reasonably determined by SVI Security Solutions as runaway signal, subscriber agrees to rest the equipment or permit SVI Security Solutions to do the same either remotely or at the hosted location.

## **3. Third Party Installation**

In the event subscriber's equipment was not installed by SVI Security Solutions or a subcontractor of SVI Security Solutions. SVI Security Solutions makes no warranty or representation that the equipment will function properly and SVI Security Solutions reserves the right to terminate its obligations under this agreement at any time with written notice to subscriber. Subscriber acknowledges that if the equipment is installed by a third party, that the relationship between SVI Security Solutions and third party is that of principal and independent contractor, and not of an employer and employee.

## **4. Costs**

In the event subscriber has not entered into an agreement with SVI Security Solutions to provide maintenance services for repairs due to ordinary wear and tear on the equipment, charges for repair services will be made to subscriber on a time and materials basis notice. Subscriber acknowledges that it is subscriber's responsibility to make and to pay for all repairs or replacements should any part of the equipment be damaged by lightning, electrical surges or other acts of God, fire, riot, war, negligence, vandalism or any external cause.

## **5. Limitation of Liability and Liquidated Damages**

It is understood that SVI Security Solutions is not an insurer, that insurance, if any, shall be obtained by the subscriber and that the amounts payable to SVI Security Solutions hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the subscriber's property or property of others located in subscriber's premise. Subscriber agrees to look exclusively to subscriber's insurer to recover from injury or damage in the event of any loss or injury and releases and waives all right of recovery against SVI Security Solutions arising by way of subrogation. SVI Security Solutions makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied, will avert or prevent occurrences or the consequences there from, which the equipment or service is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of SVI Security Solutions to perform any of its obligations hereunder, the subscriber does not desire this contract to provide for full liability of SVI Security Solutions and agrees that SVI Security Solutions shall be exempt from liability for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$150, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of the paragraph shall apply is loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by the contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of SVI Security Solutions, its agents or employees. If this agreement provides for direct connection to a municipal police or fire department or other organization that department, or other organization may invoke the provisions hereof against any claims by the subscriber due to any failure of such department or organization. Subscriber agrees that the business or person, if any, promoting or marketing SVI Security Solutions' equipment or services and through which subscriber acquired such equipment or service or was referred to SVI Security Solutions for such acquisition was acting solely in the capacity of an independent contractor and such business or person shall have no responsibility or liability to subscriber for the performance or nonperformance of the equipment or service subscriber agrees that without limitation of the foregoing the liability of such business or person is, in any event, limited in accordance with the provisions of this paragraph, limitation of liability and liquidated damages, and such business or person and it parents (both direct, and indirect), subsidiaries, and affiliates may invoke all the provisions of this paragraph.

## **6. Limited Warranty**

Any part of the equipment, including the wiring, installed under this agreement, which proves to be defective in material or workmanship within one (1) year of the date of completion of installation, will be repaired or replaced at SVI Security Solutions' option with a new or functionally operative part. Labor and material required to repair or replace such defective components or the make mechanical adjustments to the equipment will be free of charge for a period of one (1) year following the completion of the original installation. This warranty is extended only to the original subscriber of the equipment and may be enforced only by such person. To obtain service under this warranty, call or write SVI Security Solutions service department at the telephone number or address found at the top of this contract. Service pursuant to the warranty will be furnished only during SVI Security Solutions' normal working hours 8:00 am to 4:30 pm, Monday thru Friday, except holidays. Services rendered outside the normal working hours of SVI Security Solutions are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at SVI Security Solutions' then applicable rates for

labor and material. This warranty does not apply to the conditions listed below and in the event subscriber calls SVI Security Solutions for service under the warranty and upon inspection it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the SVI Security Solutions representative whether or not he actually works on the equipment. Should it actually be necessary to make repairs to the equipment due to one of the "Conditions not covered by warranty," a charge will be made for such work at SVI Security Solutions' then applicable rates for labor and material.

Conditions not covered by warranty: A. Damage resulting from accidents acts of God, alterations, misuse, tampering or abuse. B. Failure of the subscriber to properly close or secure a door, window or other point protected by a burglar alarm device. C. Failure of subscriber to properly follow operating instructions provided by SVI Security Solutions at time of installation or at a later date. D. Trouble in Cellular communications. E. Trouble due to interruption of commercial power. F. Security screens, exterior mounted devices, PROM (programmable read only memory), batteries. G. The expense of ordinary maintenance and repair of said equipment wiring due to normal wear and tear. H. The expense of extraordinary maintenance and repair due to alterations in the subscriber's premises, alterations of the equipment made at the request of the subscriber, or made necessary by changes in the subscriber's premises, damage to the premises or equipment or to any cause beyond the control of SVI Security Solutions

*The above limited warranty and below extended limited warranty are in lieu of all other express warranties. Any implied warranties of merchantability and fitness for a particular purpose shall coincide duration with the one (1) year limited warranty. The exclusive remedy of the subscriber hereunder shall be repair or replacement as stated above. Under no circumstances shall SVI Security Solutions be liable to the subscriber or any other person for incidental or consequential damages of any nature, including, without limitation, damages for personal injury or damages to property, and however occasioned, whether alleged as resulting from breach of warranty by SVI Security Solutions, the negligence of SVI Security Solutions, or otherwise. SVI Security Solutions' liability will in no event exceed the purchase price of the equipment. Some states may not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusion may not apply to you. Unless a longer period is required by applicable law, any action against SVI Security Solutions in connection with the equipment must be commenced within one year after the cause of the action has accrued.*

#### **7. Subscriber's Duties as to Use of Equipment**

Subscriber shall cooperate with SVI Security Solutions in the operation and hosting of the equipment and shall follow all instructions and procedures which SVI Security Solutions may prescribe for the operation of the equipment, the rendering of services and the provision of security for subscriber's hosted location.

#### **8. Destruction of SouthVault Hosting Servers**

Subscriber agrees that SVI Security Solutions' obligations hereunder are waived and SVI Security Solutions is automatically released without notice and without liability to subscriber for any general. Special, incidental or consequential expense, loss or damage to subscriber, in case the SouthVault Hosting Servers are destroyed, damaged or are inoperable for any reason whatsoever, and subscriber shall be entitled to reimbursement of the pro-rata portion of any charges paid for the period of interruption on request of subscriber.

#### **9. Default/Termination**

- A. SVI Security Solutions or Wise County may terminate their obligation to provide or receive services at any time by mailing a notice by certified mail to the subscriber's or SVI's billing address in the event (i) of a breach by subscriber or by SVI or any of the provisions of the agreement; (ii) fees are unpaid; (iii) subscriber abuses the equipment or the use of the hosting servers; (iv) the hosting server, the connecting lines or the equipment are destroyed or are so substantially damaged that it is impractical to continue service or (v) SVI Security Solutions is unable to either secure or retain the connection or privileges necessary for the transmission of signal between the hosted location and SVI's hosting servers, or between SVI hosting servers and the subscribers listed contacts.
- B. If subscriber or SVI is in default under this agreement and such default continues for ten (10) days after either party is given written notice of such default, in addition to any other remedies provided by law, either party may do any or all the following: (i) terminate this agreement upon ten (10) days written notice; (ii) without terminating this agreement, which amount SVI Security Solutions and subscriber agree is a reasonable determination or SVI Security Solutions' damages in the event of default or early termination of this agreement by subscriber, (iv) sell, dispose of, hold, lease or otherwise use any SVI Security Solutions owned equipment, as SVI Security Solutions determines in its sole discretion, without any duty to account to subscriber SVI Security Solutions may elect to, but shall not be required to, resume providing services upon cure of subscriber's default.
- C. In the event of a default and/or termination of the agreement, SVI Security Solutions has the right under this agreement to reprogram or disconnect subscriber's equipment so that it no longer communicates with the hosting server without notice to subscriber. In the event SVI Security Solutions must make a service call to the hosted location to terminate the transmission of signals to SVI Security Solutions' hosting server, subscriber shall pay \$50 to SVI Security Solutions as a disconnection fee. In the event subscriber does not permit SVI Security Solutions to reprogram or disconnect the equipment so that it no longer communicates with SVI Security Solutions' hosting server, subscriber will be responsible for the hosting services charges under the agreement for as long as the equipment is sending signal to SVI Security Solutions' hosting servers.

#### **10. Notification and/or Dispatching**

Subscriber understand and accepts that SVI Security Solutions specifically disclaims any responsibility for services associated with the notification or dispatching of law enforcement, fire departments, paramedics, doctors and other emergency, medical personnel and/or ambulance services. Subscriber understands that the SVI Security Solutions Wireless Video Alert System and Hosting is a self monitoring and hosting service.

**11. Notices and general Legal Matters**

- A. Unless otherwise provided in this agreement all notices under this agreement are to be signed and dated, in writing and are to be sent by U. S. mail, postage prepaid, addressed to SVI Security Solutions or subscriber at the addresses shown at the top of this agreement. Subscriber or SVI Security Solutions will notify the other in writing of any change of address for the purpose of giving notices under this agreement. Notices are effective five (5) days after the date sent.
- B. If a court determines that any provisions of this agreement is invalid or unenforceable, that provision will be null and void to the extent determined by the court, however, each and every other provisions of this agreement shall continue to be valid and enforceable.

I have read and understand the terms of agreement:

*B. J. McHenry*  
County Judge

Date:

*07/05/11*



**SVI Security Solutions**

P.O. Box 1336  
 Olive Branch, MS. 38654  
 662-890-0060  
 Email: [jwalker@svisecuritysolutions.com](mailto:jwalker@svisecuritysolutions.com)

Date June 17, 2011  
 Account No.:  
 EIN: 68-0560898

**Bill To: Wise County Sheriff's Office**  
 Attention: David Walker, Sheriff  
 Wise County Sheriff's Office  
 200 Rock Ramsey Drive  
 Decatur, Texas 76234

**Ship To: Wise County Sheriff's Office**  
 Attention: David Walker, Sheriff  
 Wise County Sheriff's Office  
 200 Rock Ramsey Drive  
 Decatur, Texas 76234

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
			J Walker		FedEx	Upon Receipt	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			XT 600 2 Camera Alert System			\$2,495.00	\$2,495.00
1			Monthly Hosting			76.00	76.00
			<b>Due Upon Receipt</b>				

Subtotal	\$2,571.00
Tax	
Shipping	
Miscellaneous	
<b>Balance Due</b>	<b>\$2,571.00</b>

REMITTANCE  
 Customer ID:  
 Date:  
 Amount Due:  
 Amount Enclosed: