

MONITORING AGREEMENT

Burglar Alarm License B28698701 Fire Alarm License ACR-3155

THIS AGREEMENT is made on the last date of signature ("Effective Date") between American Fire Systems, Inc., hereinafter called "Company," and Waller County, Texas hereinafter called "Subscriber or Client", located at 425 FM 1488, Hempstead, Texas 77445

WITNESSETH: That for the considerations and covenants hereinafter, specified below, on additional pages, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) Installation: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "System," set forth below in the Schedule of Equipment on the premises of Subscriber at the above address.

Burglar Alarm Off Premises Monitoring \$0.00 (plus tax)

✓ Fire Alarm Off Premises Monitoring (of local alarm) \$960.00

Hold-up Alarm Off Premises Monitoring \$0.00 (plus tax)

Digital Dialer Communicator (see paragraph 16) \$0.00 (plus tax)

TOTAL OF SERVICES: \$960.00

Notes: Customer may cancel at any time with 30-day written notice.

AFS will provide electronic monitoring for customer owned UL Fire System over cell radio

The rate listed above includes six (6) buildings. See Exhibit A to Monitoring Agreement for building information.

(B) Terms and Payment: Subscriber agrees to pay as follows:

Payment is billable to Waller County, Texas

located at 425 FM 1488, Suite 102, Hempstead, Texas 77445

To be paid after services are rendered Quarterly in accordance with Texas Government Code 2251, during the terms of the Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 12 on the reverse side hereof. All payments are to be made to the above-listed address, Harris County, Texas. The term of this Agreement is for 1 year from the date service begins. Thereafter, this Agreement shall renew automatically for successive one (1) year terms, unless the Subscriber gives written notice to American Fire Systems of the subscriber's intent not to renew within thirty (30) days of the then current term's renewal date.

(C) Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

(D) Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT.

Authorized AFS Representative:

Devin Hester

04/08/2025 Date

Authorized Subscriber Representative:

Carbett "Trey" Duhon, III, Waller County Judge 04/16/2025

Signature

Devin Hester

This agreement shall not be binding upon Company unless approved in writing by Manager of Company, in the event of failure of approval, the sole liability of company, shall be to refund the Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by a Manager of the Company. The terms and conditions contained on the reverse side of the Agreement are incorporated herein by reference and made a part hereof. Company shall have the right, but no obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

L. Installation of System: Delay of Installation- Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection Client agrees that the work of installation shall be performed on weekdays only between the hours of 7:30 am and 5:00 pm, unless the Client directs otherwise in writing, in which case, the Client hereby agrees to pay Company and resulting increased cost for installation. Client authorizes the use of electrical outlets required and necessary current through its meters, at its expense. Client shall, at its own expense, make any necessary repairs or changes to Client's premises, as equested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company in writing within thirty (30) days after discovery of the defect. Otherwise, the installation shall be deemed satisfactory and and accepted by Client.

2A. Service and Inspections: Subscriber hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any person, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expenses. Repairs necessitated by ordinary wear and tear shall be at Company's expense, subject to the time provisions in par. It alread in the configuration of the equipment of this Agreement or any network thereof Subscriber affects to relocate the provisions in par. It alread in the configuration of the equipment or any network thereof Subscriber affects by ordinary wear. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days. All installations and services required by Subscriber affects 5:00 P.M., on holidays, and on weekends must be agreed to in writing by Client and will be charged at an applicable overtime rate. The terms and conditions contained herein shall govern all future dealings under the Agreement between Subscriber affects. On particular the contained accounts of the company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on holidays, and on weekends must be agreed to in writing by Client and will be charged at an applicable overtime rate. The terms and conditions contained herein shall govern all future dealings under the Agreement between Subscriber affects. On the part of the Company, including but not limited to repair, service, guard response, monitoring, maintenance, additions, alterations. This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

28. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected by Clientto misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part(s) or replace the same with like or similar part(s). The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part(s) by Company shall constitute the sole remedy of Client and the sole liability of Company to remedy the defect. Company shall not be liable for any other expense to remedy the defect.

No representative of Company has any authority to waive, alter vary, or add to the terms hereof without prior approval in writing from an agent of Company. The terms for all implied warranties, including implied warranties of merchantability or warranties for a particular purpose shall not exceed the term of the limited warranty

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONGAN IMPLIED WARRANTY LASTS OF THE EXCLUSION OR THE LIMITATION OF INCIDENTAL DAMAGES. SO, THE ABOVE LIMITATIONS MAY NOTAPPLYTO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VERNANT STATE TO STATE.

RESPONSE TO ALARM

3A. Central Station Alarm: If Company has installed a central station alarm, Company or designee, shall, without warranty, make every effort to do the following: (1) Upon receipt of a burgiar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client of his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client, (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. (1) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. (1) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. (1) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client. (1) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client. (1) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client. (1) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit t

38. Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored by municipal police and/or fire departments of other locations, that the personnel of such municipal police and/or fire department and other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to so ush signals.

3. Telephone Lines: Of tempta yand the interruption will not be received by Company and the interruption will not be known by Company, who shall not be responsible for such failure. Client bears the responsibility for providing a wonget the bear has been such as the provided of the pro

INCREASE IN MONTHLY CHARGES

4A. Company shall have the right, at any time, to increase the monthly charges provided herein to increase the federal, attand and increase the referral attances and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereafter are imposed son. The monthly charges under this Agreement. Company increase in utility and increase the referral attances to the services provided under this Agreement. Company shall have the right to bill Client for only increase in utility and municipal fees that Company increase in utility and increase the services provided under this Agreement. Company shall have the right to bill Client for only increase in utility and municipal fees that Company increase in utility and increase the services and municipal fees that Company increase in utility and municipal fees that Company increase in utility and in the service of the services provided under this Agreement. Company shall have the right, and the services are the services provided under this Agreement. Company increase in utility and municipal fees that Compan

- 4B. Company shall hold its pricing firm during the term of the Agreement.
- 5. Authorized Personnel: Client agrees to furnish Company a written list of the names, titles, telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions, and modifications to the above shall be supplied to Company in writing. Client agrees to keep such call list current.
- 6. Change to the System Cost of Regalars-Additional Protection-Risk of Loss: The cost of any additions, changes and variances in the eystem, as herein contracted for or a originally installed, made at the request of or made necessary or required by Client, or which may be demanded by an governmental agency or insurance interest or inspection and rating bureaus, are to be gold by Client. All risk of loss or damage to the system that is attributable to Client shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

7. Title to Equipment Removal of System (AFS, Inc, Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth. Company is authorized to enter upon premises of Client at a reasonable time, and after providing notice to and coordinating entry with Client to remove all Company owned equipment. Company shall exercise due care in the removal of any of its equipment if any damage to client's property should be caused by Company, its agents, employees or subcontractors during removal, Company's shall be liable to Client for said damage. Removal of Company owned equipment does not relieve Client of its responsibility to pay for services already rendered under this Agreement. Any of Company's equipment that Company removes from Client's property shall be in good condition, reasonable wear and tear excepted.

Upon completion of the installation, the contract of the installation of the installat

8. Suspension or Cancellation of the System: This Agreement may be suspended or canceled with written notice at the option of either Company or Client. If Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency. The Agreement may only be suspended under this provision until the disability preventing performance is removed. If the Agreement is canceled, there must be a 30-day notice period. The Agreement will continue in force during the notice period.

9. Delinquency- Reconnect Charges - Interest: Payment for services rendered is due within 30 days of being received by the County Auditor, unless the charge is in dispute. A charge that is not in dispute will not be considered delinquent until the dispute is resolved. Any amount of time the charge is in dispute will not be considered and included in the interest calculation. In the event the payment due hereunder size is more than ten [10] days delinquent, Company may impose an interest charge of 1.5% on the delinquent payment (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client and at Company's option, in addition to all other legal remedies available, may execuse it from unterthe performance under this Agreement, upon the giving of ten [10] days withing of the (10) days within

- 10. Change in Ownership of Client's Premises: Clientacknowledges that the sale or transfer of Client's premises shall NOT relieve Client of his duties and obligations under this Agreement. Client may not assign of permit anyone to take subject to this Agreement without written consent of Company.
- 11. Assignee/Subcontractors of Company: Company shall not assign, sell, convey, or transfer this Agreement, in whole or in part, to any other person, firm or corporation without prior written consent of Client. Company shall have the right to subcontract any installation and /or services, including monitoring which it may perform. Company must provide Client with a written list of any subcontractors it uses or intends to use in the performance of this Agreement.
- 12. Default: Either party may terminate the Agreement, in whole or in part, in the event of the other party's substantial failure to fulfill its obligations through no fault of the terminating party, provided that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate. To the extent that the default is capable of being cured, a 10-business day opportunity to remedy the default to the satisfaction of the terminating party may be provided to the defaulting party.
- 13. Company is not an insurer: Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for here in are based on the value of the services set forth herein and are unrelated to the value of the Client's property of others located on the Client's promises; that Company makes no guaranty or warranty, including any implied warranty of merchantability of fitness that it he equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detector avert. Client acknowledges that it is impractical and externelly difficult to fit hat extual disamples(), if any, which may proximately result from a failure to perform any of the obligations herein, including but not limited to installations, exvice maintenance or monitoring or the failure of the system to properly operate with result of the property of others.
- a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert.
- b) The uncertainty of the response time of any place or fire departments should the place or fire departments should the place or fire department be dispatched as a result of a signal being received or an audible device sounding. c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate.
- d) The nature of the service to be performed by Company.

Client understands and agrees, that if Company should be found liable for personal injury of property loss or damage. From I company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring every cervice of the failure of Company to some damage from the provisions of the Section shall again get respective of cause or origin, results directly in deprins or property service of the failure of Company to Section shall be exclusived.

14. Digital Dialer Communicators: Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone line swhich are wholly beyond the supervision and control of Company; that in the event Subscriber's telephone line fails or is cut, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RI-31X test jack when testing telephone line continuity and agrees to notify Company; if system fails to respond to test, when jack is provided. Subscriber acknowledges that Digital Dialer Communicator Software is the sole property of Company, and the agreed value of such software will be Four Hundred (\$400.00) Dollars, and the software will not be depreciated.

15. Subcontract: AFS, Inc. has the exclusive right to subcontract any portion of this Agreement, including but not limited to, installation, service, maintenance, monitoring, or otherwise. Subscriber acknowledges and agrees that any Subcontractor hired by Company shall have the same protection afforded the Company under the provisions of this Agreement.

16. Permit to Operate Alarm System: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license will be that of the Subscriber's along with any additional charges related to the permit or license that might be imposed on Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges related to the permit or license that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duty authorized agent. No waiver of a breach of any item or condition of the Agreement shall be construed to be a waiver of any succeeding breach.

18. Maintenance Agreement: When a Maintenance Agreement is established between Company and Subscriber as evidenced on the reverse side, Company subject to other terms and conditions of this Agreement will repair defective conditions of the equipment provided by Company, excluding wiring and battery(ies). Repair of defective conditions caused by ordinary wear and tear, or mechanical or electrical malfunction, shall be at the Company's expense. All other repairs, including but not limited to Clients, intentional damage or neglect, shall be at Subscriber's expense.

- 19. Late Payments: Any amounts past due for more than sixty (60) days may, at the option of Company, result in the disconnection of services. Such default by Subscriber shall not eliminate Subscriber's obligation to pay for services already rendered under this Agreement.
- 20. Licensed Company: Company has and maintains a license with the Texas Department of Public Safety-Private Security Bureau, PO Box 4087, Austin, TX 78773-0001, 512-424-7710 and with the Texas Department of Insurance State Fire Marshal, PO Box 4904, Austin, TX 78714 512-463-6169.
- 21. Jurisdiction and Venue: This Agreement is made and shall be construed according to the laws of the State of Texas, without regard to its conflicts of law's provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas. This contract is made and is to be performed in Waller County, Texas
- 22. Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 23. Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of 3 days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:
- Attn: County Judge 425 FM 1488, Suite 106 Hempstead, Texas 77445
- b) To Company: American Fire Systems 14205 Westfair West Drive Houston, Texas 77041
- 24. Either party may terminate this contract for cause or convenience by providing 30 days' written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30-day notice period. The Client shall compensate Company in accordance with the terms of this Agreement for work properly performed prior to the date of termination specified in the notice. Company shall not be entitled to lost or anticipated profits should Client choose to exercise its option to terminate.
- 25. Company understands that Client is a governmental entity, and that Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any obligations that arise under this Agreement past the end of the current Waller County fiscal year shall be subject to approval. The continuation of this Agreement past the current Waller County fiscal year is contingent on the appropriation of funds by the Waller County Commissioners Court. If for any reason funds are not appropriated to continue the Agreement, the Agreement, thall become null and void on the last day of the current appropriation of funds.

Authorized Subscriber Representative Initials: