



Today's Integration, Inc.

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Proposal Date: 07/28/2020 Proposal #: 20147 Job: Demo Account

Purchase Price: \$0.00 Tax: 0.00

Subscriber's/Buyer's Name: Demo Account, Contact: **MISSING*INFORMATION**

1. TODAY'S INTEGRATION, INC. (hereinafter referred to as "TI" or "ALARM COMPANY") agrees to sell and install, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described within proposal # 20147 as submitted on 07/28/2020. Passcode to CPU software remains property of TI. Software programmed by TI is the intellectual property of TI and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties (see attached Schedule of Equipment and Services). Any information specific to the Subscriber, is property of the Subscriber and TI shall use that information only in the performance of services for Subscriber.

Annual Payment [total from paragraph 4 if any] \$____.____ plus tax, Initial:_____

2. **DESCRIPTION OF EQUIPMENT AND SERVICES** Please see proposal number (SAMPLE PROPOSAL) for a complete list of equipment and services to be provided.

3. **COMMUNICATION SYSTEM REMAINS PERSONAL PROPERTY OF TI:** TI shall install and program the Communication System (alarm systems only), consisting of communication software radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of TI and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TI. Communication software is part of the instrument panel programmed to transmit a signal. The passcode to CPU software remains property of TI. Provided Subscriber performs this agreement for the full term thereof, upon termination TI shall either, at the Subscriber's option, provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Value of installed Cellular Communication System is: \$500.00.

4. **SERVICES AND CHARGES.** If included as a service to be provided, Only services checked are included:

(a) FOR CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay TI:

- (i) The sum of \$360.00, plus tax, per year, payable in advance for the monitoring of the non-cellular Communication System for the term of this agreement commencing on the first day of the month of activation or renewal next succeeding the date hereof, and continuing yearly thereafter, all payments being due on the first of the month for the renewal year.
- (ii) The sum of \$240.00, plus tax, per year, payable in advance for the monitoring of the Cellular Communication System if so equipped for the term of this agreement commencing on the first day of the year of activation or renewal next succeeding the date hereof, and continuing yearly thereafter, all payments being due on the first of the month for the renewal year.

(b) FOR ALARM SIGNAL VERIFICATION

The sum of \$720.00 per year, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TI or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TI or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

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(c) SERVICE (Strike out i or ii)

(i) Subscriber agrees to pay TI on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay TI for all parts and labor at time of service. Initial here for per call service option_____.

(ii) Subscriber agrees to pay the sum of 10% of the total in section 1 including additions or modifications made thereafter, plus tax, per year, payable in advance for the term of this agreement, commencing the first day of the year next succeeding the date hereof, all payments being due on the first of the month of the renewal year. If this option is selected TI will make an annual inspection of the security system. Inspection service includes testing of all components to insure proper working order. TI will coordinate with Subscriber 30 days' in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. This service option is available starting year two as year one is covered under the one-year warranty. This option will start at the beginning of year two and shall be available for renewal for up to two additional years. Example: Year one is under warranty and years two, three and four may be covered under this option should the customer elect to pay for the service annually.

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of one year and shall automatically renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TI shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TI may invoice Subscriber in advance monthly, quarterly, or annually at TI's option.

6. CENTRAL OFFICE MONITORING SERVICES: If included as a service to be provided; Upon receipt of a signal from Subscriber's alarm system, TI or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TI or TI's designee central office and TI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of TI and are not maintained by TI except TI may own the radio network, and TI shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TI with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to TI in writing. Subscriber authorizes TI to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests TI to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TI \$90.00 for each such service. TI may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TI.

7. SERVICE: Service, if included as a service to be provided, includes all parts and labor. TI shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any

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means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without TI's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the schedule of equipment to be installed and services provided by TI, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with TI's remote services. TI will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by TI or a third party. TI shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TI shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. TI does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system TI will authorize Subscriber access. TI is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TI shall have no liability for such third party unauthorized access. TI is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service TI or its designee shall store and /or backup data received from Subscriber's system for a period of one year. TI shall have no liability for data corruption or inability to retrieve data even if caused by TI's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TI and TI has no responsibility for such access or IP address service. TI shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

11. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided and included in the Schedule of Equipment, TI will maintain the data base for the operation of the Access Control System. Subscriber will advise TI of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TI regarding personnel access must be in writing via email or fax to addresses designated by TI. TI shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TI shall store data received from Subscriber's system for one year. TI shall have no liability for data corruption or inability to retrieve data even if caused by TI's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TI and TI has no responsibility for such access or IP address service. If system has remote access TI is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock

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outs. TI shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

12. STREAMING VIDEO DATA / CCTV: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, TI or its designee central office, shall make every reasonable effort to notify Subscriber by email or alpha numeric page to a beeper or cell phone or hand held device so enabled, and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of TI or TI's designee central office and TI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of TI and are not maintained by TI, except TI may own the radio network, and TI shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TI with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to TI in writing. Subscriber authorizes TI to access the supervisory panel to input or delete data and programming. If Subscriber requests TI to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TI \$75.00 for each such service. TI may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TI.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security system becomes defective, or in the event that any repairs are required, TI agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one year from the date of installation. TI reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or communication pathway interruption of service. TI is not the manufacturer of the equipment and other than TI's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. TI does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TI. TI shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by TI shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on TI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TI has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TI's breach of this contract or negligence to any degree under this contract is to require TI to repair or replace, at TI's option,

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any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TI will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN INSTALLATION: TI shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TI's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

15. TESTING AND SERVICE OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify TI if it is in need of repair. TI shall not be required to service the Security System unless during Warranty Period or subscriber has contracted for service pursuant to paragraph 4.e.ii it has received notice from Subscriber, and upon such notice, TI shall service the Security System to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. If Subscriber has selected Service pursuant to paragraph 4.e.ii any repair or other services provided by TI to Subscriber's security equipment shall be at TI's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. Only the Security Systems installed by TI is covered by service. It shall be Subscriber's sole responsibility to maintain the security system.

16. CARE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Security System (if installed by TI) shall be made by TI.

17. ALTERATION OF PREMISES FOR INSTALLATION: TI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TI's sole discretion for the installation and service of the security system, and TI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TI.

19. LIEN LAW: TI or any subcontractor engaged by TI to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless TI, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TI's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TI or TI's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without

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written consent of TI. TI shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: TI and Subscriber agree that TI is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though TI does not guarantee that no loss will occur. TI is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TI's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases TI from any claims for contribution, indemnity or subrogation.

22. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which TI is named as additional insured. TI shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against TI and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of TI as a result of TI's negligent performance to any degree of failure or perform any of TI's obligations or equipment failure, or strict products liability, that TI's liability shall be limited to the sum of \$250.00 or 5% of the sales price or six times the monthly charges Subscriber has agreed to pay pursuant to this agreement, whichever is greater. If Subscriber wishes to increase TI's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with TI's increased liability. This shall not be construed as insurance coverage.

24. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by TI, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of TI's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TI's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to TI, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and TI shall be permitted to terminate all its services under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, TI may at its option either remove its software or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. If TI prevails in any litigation between the parties, Subscriber shall pay TI's legal fees. In any action commenced by TI against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Service of process or papers in any legal proceeding between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Texas and agrees that any litigation between the parties must be commenced and maintained in the county where TI's principal place of business is located. The parties waive trial by jury in any action between them. Any action by Subscriber against TI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against TI must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TI in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

25. TI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TI is authorized and permitted to subcontract any services to be provided by TI to third parties who may be independent of TI, and that TI shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by

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the negligence of third parties, except that TI shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints TI to act as Subscriber's agent with respect to such third parties, except that TI shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of TI.

26. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TI assigned by TI to perform any service for or on behalf of Subscriber for a period of two years after TI has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TI shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with TI, times twelve, together with TI's counsel and expert witness fees.

27. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TI for any fines relating to permits or false alarms. TI shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should TI be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TI for such service or material.

28. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TI a security interest in the security equipment installed by TI and TI is authorized to file a financing statement.

29. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes TI to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

30. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except TI's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

31. TEXAS PROPERTY CODE NOTICE REQUIREMENT. This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

32. OTHER MARKETING MATERIALS. TI is not responsible for validity of marketing materials not published by TI. Marketing materials provided from manufacturers of products is done solely as a courtesy for information supplied from the manufacturer.

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NOTICE OF CANCELLATION

DATE OF TRANSACTION: ____/____/____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL, EMAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO

TODAY'S INTEGRATION, INC., 12222 N. HOUSTON ROSSLYN RD, HOUSTON, TX 77086

NO LATER THAN THREE DAYS FROM DATE ABOVE

DATE: _____, 20____. I HEREBY CANCEL THIS TRANSACTION.

Demo Account: _____