



Licensed by the State of Oklahoma, No. 245765

Unless Subscriber has selected Central Station Monitoring, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional central station.

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of ten years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof DSS 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. DSS may invoice Subscriber in advance monthly, quarterly, or annually at DSS' option.



Licensed by the State of Oklahoma, No. 245765

6. CENTRAL STATION MONITORING SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, DSS or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot usually be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from DSS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of DSS or DSS' designee central station and DSS 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 and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of DSS and are not maintained by DSS except DSS may own the radio network, and DSS shall not be responsible for any failure which prevents transmission signals from reaching the central station 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 DSS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List DSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DSS' notification obligation. All changes and revisions shall be supplied to DSS in writing. Subscriber authorizes DSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal central station shall monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests DSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DSS \$90.00 for each such service. DSS may, without prior notice, suspend or terminate its services, in DSS' 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 or runaway signals. 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 DSS.

7. SERVICE: Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and DSS 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 of 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 means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without DSS' written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by DSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by DSS or Subscriber's Internet or wireless connection device which is compatible with DSS' remote services. DSS 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 or, when system design permits, connect the system to the Internet, over which DSS has no control. The remote services server is provided either by DSS or a third party. DSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. DSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and DSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and or wireless services at Subscriber's premises. DSS 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, DSS will authorize Subscriber access. DSS 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 DSS shall have no liability for such third party unauthorized access. DSS 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. DSS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS/ ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, 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 DSS or its designee shall store and /or backup data received from Subscriber's system for a period of one year. DSS shall have no liability for data corruption or inability to retrieve data even if caused by DSS' 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 DSS and DSS has no responsibility for such access or IP address service. DSS 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. If **Access Control Administration** is selected as a service to be provided DSS will maintain the data base for the operation of the Access Control System. Subscriber will advise DSS of all change in personnel and or changes in access levels of authorization and restrictions, providing access



Licensed by the State of Oklahoma, No. 245765

card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DSS regarding personnel access must be in writing via email or fax to addresses designated by DSS. DSS 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.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, If video equipment is attached to a recorder it shall not be used 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, DSS shall store data received from Subscriber's system for one year. DSS shall have no liability for data corruption or inability to retrieve data even if caused by DSS' 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 DSS and DSS has no responsibility for such access or IP address service. If system has remote access DSS 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 outs. DSS 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. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DSS has made no representations and has provided no advice regarding the use of audio or video devices. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DSS has made no representations and has provided no advice regarding the use of audio or video devices and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, DSS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests DSS to station its guard at the premises for more than 30 minutes, and DSS has sufficient personnel to provide such service, and DSS makes no such representation that its personnel will be available, then Subscriber agrees to pay DSS \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to DSS to provide extended guard service by email, text or recorded conversation to DSS at the time request is made and DSS is authorized to ignore any request not confirmed within 15 minutes.

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, DSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DSS 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, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. DSS is not the manufacturer of the equipment and other than DSS' 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, DSS 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. DSS 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. DSS 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 DSS. DSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DSS' 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 DSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DSS' breach of this agreement or negligence to any degree under this agreement is to require DSS to repair or replace, at DSS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, DSS 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 DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: DSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or 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 DSS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of DSS, DSS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay DSS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of DSS on less than 24 hour notice to DSS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of DSS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once



Licensed by the State of Oklahoma, No. 245765

delivered to the job site. Should DSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DSS for such service or material.

15. TESTING 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 DSS if it is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7

16. CARE AND SERVICE 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. All repairs, replacement or alteration of 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 means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) 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 DSS' written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: DSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DSS' sole discretion for the installation and service of the security system, and DSS 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 DSS.

19. LIEN LAW: DSS or any subcontractor engaged by DSS 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 DSS, 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 DSS' performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against DSS or DSS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of DSS. DSS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: DSS and Subscriber agree that DSS is not an insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and DSS' services are designed to detect and reduce certain risks of loss, though DSS does not guarantee that no loss or damage will occur. DSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DSS' negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases DSS from any claims for contribution, indemnity or subrogation.

22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of public liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and DSS is named as additional insured and which shall cover any loss or damage DSS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or DSS' services. DSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against DSS and its subcontractors for loss or damages caused by perils intended to be detected by DSS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of DSS as a result of DSS' negligent performance to any degree or negligent failure to perform any of DSS' obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, that DSS' liability shall be limited to the sum of \$250.00 or 6 times the aggregate of monthly payments for services being provided at time of loss, whether economic or non-economic, in contract or tort, whichever is greater. If Subscriber wishes to increase DSS' amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with DSS' 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 DSS, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of DSS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix DSS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to DSS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as liquidated damages and DSS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.



Licensed by the State of Oklahoma, No. 245765

If DSS prevails in any litigation or arbitration between the parties, Subscriber shall pay DSS' legal fees. In any action commenced by DSS 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. Subject to Subscriber's right to bring any claim against DSS for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules at www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. The arbitrator is authorized to conduct proceedings by telephone, video or by submission of papers. Service of process or papers in any legal proceeding or arbitration 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 Oklahoma and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where DSS' principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against DSS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against DSS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against DSS 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, and this consent to arbitrate shall survive the termination of this agreement.

25. DSS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that DSS is authorized and permitted to subcontract any services to be provided by DSS to third parties who may be independent of DSS, and that DSS 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 the negligence of third parties. Subscriber appoints DSS to act as Subscriber's agent with respect to such third parties, except that DSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to DSS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of DSS.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DSS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event DSS discovers the presence of suspected asbestos or other hazardous material, DSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate DSS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If DSS, in its sole discretion, determines that continuing the work poses a risk to DSS or its employees or agents, DSS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate DSS for all services rendered and material provided to date of termination. DSS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall DSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. 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 DSS assigned by DSS to perform any service for or on behalf of Subscriber for a period of two years after DSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, DSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with DSS, times twelve, together with DSS' counsel and expert witness fees.

28. 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 DSS for any fines relating to permits or false alarms. DSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein.

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

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize DSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. 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 DSS' 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 agreement 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 agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.