

1st Choice _____ Protection Systems

INVOICE # 03483

79 Colt Square, Suite 3 • Fayetteville, AR 72703
Phone: 479-527-0300 • Fax: 479-527-0600

Date 12-12-14

<input type="checkbox"/> CASH SALE	<input type="checkbox"/> CHARGE SALE
<input type="checkbox"/> PAY ON ACCT.	<input type="checkbox"/> ACCOUNT # _____
Arkansas Alarm License No. F-03-0100	

SOLD TO Tontitown Water
 COMPANY _____
 ADDRESS 201 E Henri de Tonti Blvd
 CITY Springdale AR 72762
 TELEPHONE 361-2700
 ACCOUNT # _____ P.O.# _____

QUANTITY		AMOUNT
	Takeover	N/C
	Billing to start 3-2015	83.85
MERCHANDISE RECEIVED BY: _____		SUBTOTAL 83.85
PLEASE PAY THIS AMOUNT>>>		TAX 8.17
		TOTAL 92.03

Thank You - We appreciate your Business!

1ST CHOICE PROTECTION SYSTEMS LLC

79 Colt Square, Suite 3
Fayetteville, AR 72703
(479) 527-0300

CENTRAL OFFICE MONITORING CONTRACT

Agreement dated 12-12-14, by and between 1ST CHOICE PROTECTION SYSTEMS LLC (hereinafter referred to as "1ST CHOICE" or "ALARM COMPANY") and Tontitown Wake

(hereinafter referred to as "Subscriber" or "Buyer"). Premises where communication software and security equipment is installed: 201 E Herri de Tont: Blvd, Springdale AR 72762 Phone: 479 361-2700

WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:
1. COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF 1ST CHOICE: 1ST CHOICE shall lease, instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, which together with lawn signs and decals, shall remain the sole personal property of 1ST CHOICE and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by 1ST CHOICE. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall be leased, remain 1ST CHOICE's property, and all reference in this agreement to communication software shall be deemed to read chip or software. Passcode to CPU software remains property of 1ST CHOICE. Provided Subscriber performs this agreement for the full term thereof, upon termination 1ST CHOICE shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. DESCRIPTION OF SERVICE AND EQUIPMENT VALUE: value of installed software is: \$ 599.00

Initial service provided: Monitoring Guard Response Radio or Cellular Backup High Speed Internet Monitoring

Approximate date of installation: 12-26-14 Estimated date for completion: 12-26-14

3. INSTALLATION, RENTAL, AND SERVICE CHARGES: Subscriber agrees to pay 1ST CHOICE:

(a) The sum of \$ 0, plus tax for the installation of the communication software and equipment. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided in 3(b).

(b) The sum of \$ 27.95, plus tax, per month, payable 3 months in advance for the rental, monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

4. TERM OF AGREEMENT/TERMINATION / RENEWAL/ INCREASE: The term of this agreement shall be for a period of ~~five years~~ Month to month and shall automatically renew month to month thereafter under the same terms and conditions. 1ST CHOICE 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 as invoiced. Subscriber has the right without additional cost or penalty to terminate this contract at the end of the initial term or the current renewal by sending written notice of termination to 1ST CHOICE at least 30 days before the expiration of the initial term or current renewal term.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, 1ST CHOICE or its designee communication center 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 1ST CHOICE or 1ST CHOICE's designee communication center and 1ST CHOICE 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 or other modes of communication pass through communication networks wholly beyond the control of 1ST CHOICE and are not maintained by 1ST CHOICE and, therefore, 1ST CHOICE shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish 1ST CHOICE 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 1ST CHOICE in writing. Subscriber authorizes 1ST CHOICE to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests 1ST CHOICE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay 1ST CHOICE \$50.00 for each such service. 1ST CHOICE 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.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: 1ST CHOICE does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that 1ST CHOICE is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. 1ST CHOICE has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for 1ST CHOICE's default hereunder is to require 1ST CHOICE to repair or replace, at 1ST CHOICE's option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: Subscriber agrees that 1ST CHOICE is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though 1ST CHOICE does not guarantee that no loss will occur. 1ST CHOICE is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury 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 1ST CHOICE's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases 1ST CHOICE from any claims for contribution, indemnity or subrogation.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

1ST CHOICE PROTECTION SYSTEMS LLC:

(for residential customers only)
NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: Calhoun

Tontitown Wake
Subscriber

Subscriber Agrees to have its credit card automatically charged for all charges under this contract.

Credit Card #: _____

(Print Full Name) _____ Social Security Number _____

Security Code: _____

Address _____

Expiration Date: _____

Mastercard Visa American Express

Tax ID SS# or EIN _____ Type and jurisdiction of organization and ID, if any
The undersigned personally guarantees subscriber's performance of this agreement

Cardholder's Name (As it appears on credit card): _____

Signature (Name must be printed below) _____ Social Security Number _____

Billing Address: _____

Residence Address _____

Zip Code: _____

1ST CHOICE PROTECTION SYSTEMS LLC
79 Colt Square, Suite 3
Fayetteville, AR 72703
(479) 527-0300

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(hereinafter referred to as "Subscriber" or "Buyer"). Premises where communication software and security equipment is installed: 201
Highway de Tontitown Blvd, Springdale AR 72762 Phone: 479 361-2700

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b) The sum of \$ 27.95, plus tax, per month, payable 3 months in advance for the rental, monitoring and servicing of communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

4. TERM OF AGREEMENT/TERMINATION / RENEWAL/ INCREASE: The term of this agreement shall be for a period of Month to month and shall automatically renew month to month thereafter under the same terms and conditions. 1ST CHOICE 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 as invoiced. Subscriber reserves the right without additional cost or penalty to terminate this contract at the end of the initial term or the current renewal by sending written notice of termination to 1ST CHOICE at least 30 days before the expiration of the initial term or current renewal term.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, 1ST CHOICE or its designee communication center 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 1ST CHOICE. 1ST CHOICE's designee communication center and 1ST CHOICE does not assume any responsibility for the manner in which such signals are received or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of 1ST CHOICE and are not maintained by 1ST CHOICE and, therefore, 1ST CHOICE shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish 1ST CHOICE with a written list of names and telephone numbers of persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to 1ST CHOICE in writing. Subscriber authorizes 1ST CHOICE to access the control panel to input or delete data and programming. If the equipment contains listening devices, 1ST CHOICE shall monitor central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its discretion deems appropriate to confirm an alarm condition. If Subscriber requests 1ST CHOICE to remotely activate or deactivate the system, or change combinations, openings or closings, or re-program system functions, Subscriber shall pay 1ST CHOICE \$50.00 for each such service. 1ST CHOICE 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.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: 1ST CHOICE does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that 1ST CHOICE is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. 1ST CHOICE has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for 1ST CHOICE's default hereunder is to require 1ST CHOICE to repair or replace, at 1ST CHOICE's option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: Subscriber agrees that 1ST CHOICE is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though 1ST CHOICE does not guarantee that no loss will occur. 1ST CHOICE is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury 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 1ST CHOICE's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases 1ST CHOICE from any claims for contribution, indemnity or subrogation.

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**(for residential customers only)
NOTICE OF CANCELLATION**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Calhoun
Subscriber Agrees to have its credit card automatically charged for all charges under this contract.
Credit Card #: _____
Security Code: _____
Expiration Date: _____
Mastercard Visa American Express
Cardholder's Name (As it appears on credit card): _____

Tontitown Wake
Subscriber

(Print Full Name) Social Security Number _____

Address _____

Tax ID SS# or EIN _____ Type and jurisdiction of organization and ID, if any
The undersigned personally guarantees subscriber's performance of this agreement

Signature (Name must be printed below)

Residence Address

Zip Code: _____

Social Security Number

8. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of 1st CHOICE as a result of 1st CHOICE's negligent performance to any degree, failure to perform any of 1st CHOICE's obligations, equipment failure or strict products liability, CHOICE's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250,000, whichever is less. If Subscriber wishes to increase 1st CHOICE's maximum amount of 1st CHOICE's limitation of liability, Subscriber may, as a matter of right time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consentant with 1st CHOICE's increased This shall not be construed as insurance coverage.

9. LIQUIDATED DAMAGES: The parties agree that in the event Subscriber suffers damages as a result of 1st CHOICE's negligent performance to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Subscriber agrees that should there arise any liability on the part of 1st CHOICE, Subscriber agrees to accept \$250,000, or the amount paid for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and 1st CHOICE is released and discharged from any further liability.

10. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software 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 ordinary wear and tear during the warranty period, in which event repair or replacement shall be made by 1st CHOICE without additional cost. 11. ALTERATION OF PREMISES FOR INSTALLATION: 1st CHOICE is authorized to make preparations such as drilling holes, driver making attachments or doing any other thing necessary in 1st CHOICE's sole discretion for the installation and service of the communication software, and 1st CHOICE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of communication software under the terms of this agreement.

12. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31 Block or equivalent, internet connection, high speed broadband or DSL and IP Address, as deemed necessary by 1st CHOICE in its sole discretion and to notify 1st CHOICE of any change in such cable or DSL and IP Address, as deemed necessary by 1st CHOICE in its sole discretion and to notify 1st CHOICE of any change in such is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify 1st CHOICE if it is in need of repair. 1st CHOICE shall not be required to service the communication software if Subscriber is in default and unless it has received notice from Subscriber, and upon such notice, 1st CHOICE shall service the communication software at the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any or other services provided by 1st CHOICE to Subscriber's alarm or security equipment shall be at 1st CHOICE's option on a per call request basis. Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other services shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and 1st CHOICE fails to service the communication software within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to notice that the communication software is in need of repair to 1st CHOICE, in writing, by certified or registered mail, return receipt requested. Subscriber shall not be responsible for payments due while the security equipment remains inoperable. If 1st CHOICE fails to respond to Subscriber's request for repair within 48 hours after receipt of said notice, Subscriber shall not be obligated to pay any amount for the communication software from date said notice is given, until the communication software is restored to working order. In any lawsuit between the parties in the condition of or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by 1st CHOICE, evidencing responsibility to maintain the communication hardware in working order.

14. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by 1st CHOICE, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of 1st CHOICE's anticipated profits; therefore, in the event Subscriber fails to pay to 1st CHOICE 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 1st CHOICE shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event Subscriber's breach of this agreement, 1st CHOICE 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 equipment in addition to the liquidated damages provided for herein. Should 1st CHOICE prevail in litigation between the parties Subscriber shall pay 1st CHOICE's legal fees. The parties waive trial by jury in any action between them against 1st CHOICE must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings in respect to other services rendered on the provisions of this agreement. Any other action that subscriber may have or bring against 1st CHOICE conditions of this agreement.

15. DELAY IN INSTALLATION: 1st CHOICE 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 1st CHOICE's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a completion date and time is not of the essence.

16. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which CHOICE is named as insured, and under which the insurer agrees to indemnify and hold 1st CHOICE harmless from and against all expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, but not limited to, those claims, injuries and damages contributed to by 1st CHOICE's negligent performance to any degree or its performance of any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and properly damaged or damaged against which the Subscriber is indemnified or insured.

17. INDEMNITY/AWAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless CHOICE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or subcontractors, reasonable attorneys' fees and losses, asserted against and alleged to be caused by 1st CHOICE'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 own behalf waives any right of subrogation Subscriber's insurance carrier may otherwise have against 1st CHOICE or 1st CHOICE's subcontractors arising out of this agreement or the relationship of the parties hereto. Subscriber shall not be permitted to assign this agreement or written consent of 1st CHOICE. 1st CHOICE shall have the right to assign this contract and shall be relieved of any obligations hereunder assignment. 1st CHOICE shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder to perform any obligation under this agreement. Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain permits required by applicable law and indemnify or reimburse 1st CHOICE for any fines relating to permits or false alarms. 1st CHOICE shall not be liable for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury or event of termination of police or fire response by the municipal police or fire department, this contract shall nevertheless remain in full force and effect until the Subscriber shall remain liable for all payments provided for herein. Should 1st CHOICE be required by existing or hereinafter enacted laws or regulations to make any payments to such third parties, Subscriber acknowledges that this agreement, and particularly paragraphs relating to 1st CHOICE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability, indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of 1st CHOICE. 20. 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 1st CHOICE assigned by 1st CHOICE to perform any service for or on behalf of Subscriber for a period of two years after CHOICE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief CHOICE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employment termination of employment with 1st CHOICE, times twelve, together with 1st CHOICE's counsel and expert witness fees. 21. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants 1st CHOICE a security interest in the security equipment installed by 1st CHOICE and 1st CHOICE is authorized to file a financing statement. 22. FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the agreement and may not be amended or modified or canceled except in writing signed by both parties, except that in the event 1st CHOICE issues a certificate to Subscriber, 1st CHOICE will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for by the law agreement. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement governs, whether such purchase order or document is prior to or subsequent to this agreement. All other provisions will remain in effect.