

ANNUAL MAINTENANCE AGREEMENT

This Annual Maintenance Agreement (herein "Agreement") between TODOVERDE SECURITY SERVICES LLC (referred to in this Agreement as the "Service Company"), a Texas limited liability company, 1000 E. Highway 67, Alvarado, Texas 76009, and _____ (referred to in this Agreement as the "Customer"), [*identity if necessary, e.g., a Texas corporation / a Texas limited liability company / a Texas partnership*], _____, for the Services and Materials (described in further detail in Exhibit "A" of this Agreement) for the premises owned or operated by the Customer and located at _____ ("Location"). Customer and Service Company are collectively referred to in this Agreement as the "Parties."

RECITALS

The purpose of this Agreement is to state the terms and conditions under which the Service Company will provide the Services and Materials described herein.

In consideration of the mutual promises contained in this Agreement, Customer and Service Company agree as follows:

ARTICLE 1 SERVICES AND MATERIALS

1.01. The Service Company agrees that it will provide the Services and Materials described in further detail in Exhibit "A" attached hereto and is incorporated herein as if set forth at length.

1.02. The Service Company will only provide the Services and Materials at the above described Location.

ARTICLE 2 CUSTOMER RESPONSIBILITIES

Customer agrees to the following responsibilities:

2.01. Access to Equipment. The Customer agrees to permit the properly accredited representative of the Service Company to have access to the Location's premises for the purpose of performing and providing the Services and Materials.

2.02. Maintenance. Customer will maintain stable internet and power for security hardware and systems.

2.03. Notification. Customer will notify Service Company promptly of any operational concerns regarding the provided the Services and Materials.

ARTICLE 3
EXCLUDED SERVICES AND MATERIALS AND ADDITIONAL CHARGES

The Service Company shall not be required to:

3.01. Parts Replacement. Replace any parts or equipment unless otherwise stated in writing. Customer will be notified of costs prior to replacement.

3.02. Travel Costs and Expenses. Customer shall be responsible for Service Company's travel cost and expenses for service requests outside the scope of this Agreement.

3.03. Labor Fees. Customer shall be responsible for Service Company's labor fees for service requests outside the scope of this Agreement.

3.04. Damaged Equipment. Service Company shall not be responsible for replacement of Customer's damaged equipment caused by vandalism, accidents, theft, weather, power surges, or Customer's misuse.

3.05. Upgrades. Service Company shall not be responsible for providing any system upgrades.

3.06. New Cameras. Service Company shall not be responsible for providing any new camera additions.

3.07. Major Redesigns. Service Company shall not be responsible for providing any major redesigns, including but not limited to, card reader locations, door contact locations, and camera location schematics.

3.08. Hardware Failure: Service Company shall not be responsible for replacing failed hardware unless covered the hardware is covered under a separate warranty.

3.09. Third-Party System Failures. Service Company shall not be responsible for the restoration of the failure of any third-party's network equipment.

3.10. Make other safety tests or install additional materials, whether or not recommended or directed by governmental authorities or by insurance companies. However, if the Customer requests in writing that the Service Company make any tests or repairs not required to be performed because of this Article 3, then the Service Company may make the requested tests and repairs and the Customer shall pay the reasonable charges for those requested additional services.

3.11. Make any replacements with parts of a different design.

ARTICLE 4
TRAINED EMPLOYEES

Trained personnel directly employed and supervised by the Service Company will provide all the Services and Materials required by the terms of this Agreement. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of assigned duties.

ARTICLE 5
WARRANTIES

Service Company warrants that the services that is performs for Customer will be done in a good and workmanlike manner.

ARTICLE 6
WORKING HOURS

6.01. The provided Services and Materials required of the Service Company under this Agreement, shall be provided during the regular working hours of the regular working days of the Service Company, except as provided in Paragraph 6.02, below.

6.02. If the Customer requests that the Service Company provide any of its services at times other than during its regular working hours, then for the services provided during overtime hours, the Customer shall pay to the Service Company an amount in addition to the regular annual compensation provided for in this Agreement. The additional amount to be paid by the Customer shall be computed by multiplying the total number of overtime hours worked by the employees of the Service Company in performance of the services by the difference in the usual hourly billing rates of the Service Company for regular time and for overtime.

ARTICLE 7
CONTRACT PRICE

7.01. The Customer shall pay the Service Company annually:

at the rate of \$ _____ per year for the Services and Materials agreed to be provide in this Agreement (“Contract Price”). Payment of the Contract Price shall be made within three (3) calendar days after the Effective Date. _____;

OR

at the rate of \$ _____ per quarter [dates being:
1). _____, 20____,
2). _____, 20____,
3). _____, 20____, and

4). _____, 20 ____ for the Services and Materials agreed to be provided in this Agreement (“Contract Price”). Payments the Contract Price’s quarterly rate shall be made on or before the above stated quarterly dates. ____ ____.

7.02. In addition to the amount specified in Paragraph 7.01, above, the Customer shall pay to the Service Company the amount of any tax imposed on the Service Company or its suppliers under any law effective on or after the date of this Agreement that is based on or incident to the transfer, use, ownership, or possession of the parts, equipment, and materials, or to the services involved in the performance of the obligations of the Service Company under this Agreement.

ARTICLE 8
TERM OF AGREEMENT

8.01. Term. The term of this Agreement shall begin on the Effective Date described herein and shall continue in full force and effect for a period of one (1) year being _____, _____, unless terminated earlier by either party to the other as set forth in Section 8.03.

8.02. Renewal. The Agreement may be renewed annually upon mutual agreement of the Parties.

8.03. Termination of Agreement. Either Party by giving sixty (60) days' written notice to the other Party may terminate this Agreement. No refunds of the Contract Price will be returned for unused Agreement periods.

ARTICLE 9
ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

ARTICLE 10
MISCELLANEOUS PROVISIONS

Texas Law and Venue

10.01. This Agreement is made according to the laws of the State of Texas. The Parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute regarding this Agreement shall be in a court of competent jurisdiction in Johnson County, Texas.

Parties Bound

10.02. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Non Assignability

10.03. The obligations under this Agreement may not be assigned or transferred by the Customer.

Legal Construction

10.04. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Prior Agreements Superseded

10.05. This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

Authority

10.06. The Parties executing this agreement represent and warrant that the persons signing this Agreement have the authority to do so.

Drafter of Agreement

10.07. All Parties acknowledge and agree that all the Parties have participated in the drafting of this Agreement and no one Party shall be considered the drafter of this Agreement and, therefore, no presumptions shall be made for or against any other Party on the basis that any one Party was the drafter of this Agreement.

Multiple Counterparts

10.08. This Agreement may be executed in a number of identical counterparts and by e-sign, email, pdf., and facsimile, each of which shall be deemed an original for all purposes and all of which taken together shall constitute but one agreement.

Effective Date

10.09. This Agreement shall be effective as of the date that the last Party executes this Agreement and the Service Company's receipt of the Contract Price.

AGREED:

SERVICE COMPANY:

CUSTOMER:

TODOVERDE SECURITY SERVICES LLC

By: _____
Sam Ramey, President

By: _____

EXECUTED on _____

EXECUTED on _____