



TERMS & CONDITIONS

These TERMS & CONDITIONS constitute a material part of the ALARM SALE/MONITORING AND SERVICE CONTRACT (this "Agreement") between Granite Guard, LLC ("Granite") and **[Insert Customer Full Legal Name]**, a _____ ("Subscriber"). This Agreement, together with the terms and conditions of any proposal(s), schedule(s) and/or attachment(s), constitutes the entire agreement of the parties.

1. **MASTER AGREEMENT.** Granite and Subscriber agree that the terms and conditions outlined in this Agreement shall serve as the Master Agreement for all of Subscriber's accounts and/or locations currently monitored and/or serviced by Granite and all of Subscriber's accounts and/or locations that will be monitored and/or serviced by Granite at any point in the future.

2. **TERM.** The initial term of this Agreement as it applies to each Subscriber account/locations is sixty (60) months from the date of installation/conversion at such account/location and, upon the expiration of such initial term, the term shall automatically renew and continue for successive one (1) month terms thereafter, unless either party gives the other thirty (30) days prior written notice of its intent to not renew.

3. **MONITORING SERVICE.** With respect to the monitoring services under this Agreement, Granite's sole obligation shall be to monitor, without liability, signals received from the electro-protective system installed on Subscriber's premises (the "System"). When a signal from the System is received by Granite, Granite will use reasonable efforts to notify the police, fire department, paramedic unit or other authorities designated by Subscriber as deemed appropriate in Granite's sole discretion, and the first available person on Subscriber's emergency call list at such number as has been provided by Subscriber. To avoid false or excessive alarms and/or signals, Granite may call Subscriber's premises first to determine if an actual emergency exists before Granite calls any authorities, provided, Subscriber acknowledges that an authority having jurisdiction ("AHJ") may require "verified" responses (in which event Subscriber may be required to enter into a rider or other agreement with respect to such verified responses). If Granite has reason to believe that no actual emergency exists, Granite may choose not to place such calls. Granite may discontinue any particular response service by giving Subscriber written notice if required to do so by any governmental agency or Granite's liability insurance provider. **MONITORING SERVICE WILL NOT BEGIN UNTIL GRANITE HAS RECEIVED AND APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION.**

4. **MONITORING STATION.** Granite shall be permitted to subcontract its monitoring services under this Agreement and Subscriber agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Granite to provide services set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Granite. Accordingly, Granite and Subscriber expressly agree that each of Granite's subcontractors is an intended third party beneficiary of the provisions and protections extended to Granite hereunder including specifically, but without implied limitation, Subscriber's Duties set forth in Section 9; the Exculpatory Clause, Disclaimers of Warranty, Limitation of Liability, Indemnification and Subrogation, Lien Law, and all other provisions set forth in Sections 17-21; and the Governing Law, Limitations of Lawsuits, Waiver of Jury Trial set forth in Section 23. Subscriber is not a third party beneficiary to any agreement between Granite and any of its subcontractors. Subscriber agrees that it shall have no independent cause of action against any of Granite's subcontractors for performance hereunder.

5. **PRICING.** Subscriber agrees to pay Granite the fees set forth in this Agreement and/or any proposal and/or other writing between Granite and Subscriber. Subscriber will also pay or reimburse Granite for any shipping charges and applicable taxes other than taxes on Granite's net income (i.e., value-added, sales, use, excise, property, etc.). In

addition to the fees otherwise set forth in this Agreement, Subscriber agrees to pay a service charge if Granite's representative responds to a service call or alarm at Subscriber's premises because Subscriber improperly followed operating instructions, failed to properly lock or close a window, door or other protected point and any charges, fees or other costs and expenses associated with (a) the conversion/transfer of the System from the current monitoring station to Granite's monitoring station other than the cost of reprogramming the panel and (b) any "verified" responses.

6. **PAYMENT.** Granite will invoice Subscriber monthly in advance for all monthly recurring charges for services to be provided during the following month, and will bill non-recurring charges (including, without limitation, any charges for repairs, maintenance or other services, if any) in arrears. Payments will be due upon receipt of Subscriber's invoice. Beginning thirty (30) days following the date of Granite's invoice, Granite may charge interest to Subscriber on the amount of the outstanding balance owed by Subscriber to Granite in the amount of the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law. If Subscriber fails to pay any undisputed and overdue amount within ten (10) days of written notice from Granite requesting payment, Subscriber shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Subscriber's account is in arrears, Granite may, upon written notice to Subscriber, suspend its provision of services under this Agreement in whole or in part until Subscriber's account has been brought current.

7. **SUSPENSION, DISCONNECTION.** Upon termination of this Agreement it shall be the obligation of Subscriber to disconnect the transmitting device which transmits the alarm signal to Granite and Subscriber shall allow Granite or an agent of Granite to enter the premises during regular business hours and disconnect the transmitting device. Subscriber's failure or refusal to disconnect the transmitting device shall cause Subscriber to be liable for monthly recurring charges while such device is connected and any and all loss or damage Granite may sustain including, but not limited to, Granite's inability to assign to another user of Granite's alarm monitoring service the number designation theretofore assigned to Subscriber. This Agreement may also be suspended at Granite's option, should the protective equipment or the premises of Subscriber become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone or other communication services, ruling or action of any governmental authority, acts of God, or any other cause beyond the control of Granite.

8. **DEFAULT.** In the event of (a) termination by Subscriber of this Agreement or any account and/or location, or (b) any default on the part of Subscriber, including but not limited to the failure to make any payment as agreed herein, ninety percent (90%) of the monthly recurring charges and the monthly contract price under the remaining unexpired term of this Agreement or such account and/or location, as applicable, shall become immediately due and payable at the option of Granite. In addition, Subscriber agrees to pay to Granite all sums to which Granite may be entitled under the law by virtue of the said default. Disconnection of the System or equipment as hereinabove set forth shall not be considered to constitute breach by Granite of this Agreement or waiver of Granite to any such damages. In the event Granite and Subscriber are parties to any other agreement, including, without limitation, a Service Plan, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement may be deemed by Granite, in its sole and absolute discretion, to be a default by Subscriber under all such agreements between the parties, permitting Granite to exercise any and all rights under any or all such agreements in the sole and absolute discretion of Granite.

9. **SUBSCRIBER'S DUTIES.** Subscriber agrees to use its System each and every time there will not be a person at Subscriber's premises to inspect for or discover the condition the System is designed to warn or protect against. Before setting the System for use, Subscriber agrees it



TERMS & CONDITIONS

will test the System to see if it is in proper working order. Subscriber has the obligation of telling Granite when the System is not working. Subscriber will obtain and keep in effect all permits and licenses that may be required for the installation, operation and/or monitoring of the System. Subscriber agrees to respond to, and provide Granite notice of, any emergency response notifications. Subscriber is solely responsible for notifying Granite of any changes in the persons or contact information on Subscriber's emergency call list, and providing and updating all information regarding the System as necessary for Granite to perform the monitoring services. Subscriber understands that Granite must know and have on record basic information about the System and a written list of names and telephone numbers of those persons for whom Subscriber wishes to receive notification of alarm signals, and that Granite, in performing its obligations under this Agreement, will rely on such information provided by Subscriber. Subscriber designates Granite as its exclusive agent to convey information to or otherwise deal with the monitoring station or any other subcontractor hereunder. Subscriber shall at all times maintain a policy of public liability, property damage, burglary and theft, fire, water damage and loss of property insurance. The minimum liability insurance shall be one million dollars (\$1,000,000) for any injury or death, and property damage and loss, burglary and theft, and fire and water damage coverage in an amount necessary to indemnify Subscriber for property (whether owned by Subscriber or other parties) on its premises. In no event shall Granite be responsible for any portion of any loss or damage that 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.

10. CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS. Subscriber, for itself and as the authorized agent of its guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Granite intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, or electronic and other forms of transmission or communication to which Subscriber, Any Person or Granite are parties.

11. FALSE ALARMS; CHARGES; ASSESSMENTS. If the System is damaged to such an extent, or not functioning in such a way, that false or excessive alarms and/or signals are transmitted with unreasonable frequency, Granite may choose to suspend its obligations under this Agreement until the System is fixed or the condition corrected. If Granite elects to suspend its obligation, it will first, to the extent it is reasonably possible to do so, notify Subscriber of the suspension. Granite shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Subscriber's premises, and Subscriber agrees to indemnify Granite in connection with same. Subscriber is responsible to pay for any fees, assessments and/or charges incurred and associated with such false or excessive alarms and/or signals until such time as the System is cleared and returned to normal operating condition.

12. TRANSMISSION LINES; SYSTEM INTERRUPTIONS. Subscriber understands that, for equipment which transmits signals via telephone circuit, cellular and/or radio telemetry, or internet transmission, none of such services are infallible, and Subscriber specifically acknowledges that Granite does not represent or warrant that the transmission of signals will not be interrupted, circumvented or compromised. In addition, Subscriber understands that a digital communicator is a reporting device which requires the telephone line to be operative for a signal to be received by the monitoring station. Accordingly, if the telephone line is not operative, there is no indication of this fact at the monitoring station and no signal can be received by the monitoring station while the telephone line remains inoperative. Subscriber understands that cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond Granite's control. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from transmitting alarm signals to Granite's monitoring station, after it is installed or at any time

in the future, and/or interfere with the telephone line-seizure feature of the System. Subscriber agrees to notify Granite if Subscriber has installed or intends to install DSL, VoIP, BPL or other broadband or Internet service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE, SUBSCRIBER MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH GRANITE'S MONITORING STATION.

13. INSTALLATION. Granite will install the equipment listed on the Schedule A of this Agreement in a workmanlike manner under the following conditions: (a) Subscriber's premises will be available without interruption during our normal working hours; (b) Subscriber understand that the installation may require drilling into various parts of Subscriber's premises; (c) Subscriber will provide 110 AC electrical outlets for all power equipment in locations designated by Granite; (d) Subscriber will make arrangements for lifting and replacing carpeting, if required, for Granite's installation of floor mats or wiring; (e) Subscriber warrants that it (i) requested the equipment and services specified in this Agreement for Subscriber's own use and not for the benefit of any other party, (ii) Subscriber owns the premises where the equipment is being installed or that Subscriber has the authority to authorize Granite to install such equipment in the premises, and (iii) Subscriber complies with all laws, codes and regulations pertaining to the equipment Granite installs and the services Granite provides under this Agreement. Granite will endeavor to connect to Subscriber's previously installed, existing alarm system ("Customer-Owned System"), to our monitoring station. Granite shall, prior to connection, have the right to inspect for the good operating condition, and eligibility for Service Plan coverage, of the Customer-Owned System and notify Subscriber of any required repair and/or replacement costs related to the Customer-Owned System, device(s) or connection. If Subscriber declines to pay such repair and/or replacement costs, Granite reserves the right not to connect to the Customer-Owned System and to terminate this Agreement without liability. If the Customer-Owned System is connected to Granite's monitoring station, Granite shall have no liability for the maintenance, operation, non-operation, actuation, non-actuation or erroneous actuation of such Customer-Owned System, connection, or device(s) and except for repairs and/or replacements covered by a Service Plan, if any, and any repairs performed by Granite under this Agreement shall be on a time and materials basis, subject to available parts, at Granite's rates then in effect.

UNLESS A FIRE ALARM SYSTEM TO CODE IS SELECTED TO BE INSTALLED, GRANITE MAKES NO REPRESENTATION THAT THE FIRE ALARM DETECTION EQUIPMENT MEETS LOCAL CODE, FIRE DEPARTMENT OR ANY AHJ REQUIREMENTS, AND IT IS NOT GRANITE'S RESPONSIBILITY TO APPLY FOR ANY PERMITS OR FEES IN CONNECTION WITH SUCH EQUIPMENT. THE LAW REQUIRES AND GRANITE RECOMMENDS THAT SUBSCRIBER INSTALL A FIRE ALARM SYSTEM TO CODE WITH PLANS AND SPECIFICATIONS BY AN ARCHITECT OR PROFESSIONAL ENGINEER, PROPERLY PERMITTED, INSPECTED AND APPROVED BY AHJ. SUBSCRIBER REPRESENTS THAT EXISTING FIRE ALARM SYSTEM IS APPROVED BY AHJ AND THAT ANY REPAIRS AND/OR REPLACEMENT PARTS INSTALLED BY GRANITE ARE NOT ADDITIONAL EQUIPMENT WHICH WOULD REQUIRE AHJ APPROVAL.

14. LIMITED WARRANTY ON SALE. In the event that any part of the System that was installed, repaired or replaced by Granite becomes defective, or in the event that any repairs are required, Granite agrees to make all repairs and replacement of parts without costs to Subscriber for a period of ninety (90) days from the date of completion of such installation, repair or replacement. Granite reserves the option to either replace or repair the System's 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 foil breaks. Granite is not the manufacturer of the equipment and other than Granite's limited warranty Subscriber agrees



TERMS & CONDITIONS

to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any.

15. SERVICE PLAN; ADDITIONAL SERVICE. If Subscriber purchases a service plan (the "Service Plan") from Granite, Granite will maintain and repair the System in accordance with the terms of the Service Plan purchased by Subscriber.

If a Service Plan is not entered into and Subscriber desires to purchase repair, maintenance or other service(s) relating to the System ("Repair Service") upon Subscriber's request, Granite will prepare a proposal for the Repair Service on a time and materials basis, subject to available parts, at Granite's rates then in effect. Any Repair Service performed by Granite will be done subject to the terms and conditions of this Agreement and the terms and conditions of a statement of work executed by Subscriber and Granite.

16. EXCLUSIONS TO LIMITED WARRANTY AND SERVICE PLAN. Granite shall perform warranty service only between the hours of 8 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 ("Business Hours"). Service calls outside of Business Hours will be billed at Granite's rates then in effect. The limited warranty and, if purchased the Service Plan, do not apply if Granite determines upon inspection that any of the following conditions caused the need for service: (a) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; (b) Subscriber fails to properly close or secure a door, window or other point protected by an alarm device; (c) Subscriber fails to properly follow the operating instructions; (d) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VoIP, etc.) or due to interruption of power; (e) ordinary maintenance or wear and tear (not excluded as to the Service Plan); (f) alterations to Subscriber's premises; or (g) alterations to the System made at Subscriber's request, or made necessary by a change to Subscriber's premises, damage to Subscriber's premises or the System, or for any other cause beyond Granite's control. Subscriber must furnish the necessary electrical power through its meter at its expense to obtain warranty services. Granite's obligation to provide replacement or repair service under this Agreement shall be conditioned upon the continued availability of the original part or component from the original manufacturer or functionally operative replacement parts.

17. NOT INSURERS. GRANITE IS NOT AN INSURER. THE AMOUNTS GRANITE CHARGES SUBSCRIBER ARE NOT INSURANCE PREMIUMS AND SUCH CHARGES ARE BASED UPON THE VALUE OF SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN SUBSCRIBER'S PREMISES OR ANY OTHER RISK OF LOSS. It is understood and agreed by the parties hereto that (a) the amounts being charged by Granite are not sufficient to guarantee that no loss will occur or to assume the risk of consequential or other damages to Subscriber and (b) Granite is not assuming responsibility for any losses which may occur even if due to their negligence to any degree, breach of contract or failure to perform any obligation under this Agreement. SUBSCRIBER AGREES TO LOOK EXCLUSIVELY TO ITS OWN INSURER, AND NOT TO GRANITE, TO RECOVER DAMAGES.

18. EXCULPATORY CLAUSE. Granite is not assuming any liability for, 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, water, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or committed to by Granite's negligence to any degree (including gross negligence), failure to perform any obligation, or strict product liability. Granite does not make any promise or representation, or express or implied warranty, that the System, the monitoring services provided by Granite or its subcontractors, or Granite's subcontractors' monitoring equipment is fit for the protective service Subscriber intends, nor that such protective services will provide for the protection intended.

Subscriber releases Granite from any claims of contribution, indemnity or subrogation.

Further, and without limiting the foregoing exculpatory provisions, Granite will not be responsible for losses or damages suffered by a Subscriber caused by (a) defects or deficiencies in the System, (b) delay in response time or failure to respond by any person or authority notified by Granite according to Subscriber's instructions in this Agreement, or (c) inaccuracy of any Subscriber information or data provided by Subscriber to Granite.

EXCEPT AS SET FORTH IN THIS AGREEMENT, GRANITE MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM OR ANY OF ITS EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE. GRANITE DOES NOT REPRESENT NOR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY WHICH IT IS INSTALLED. GRANITE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Subscriber acknowledges that any affirmation of fact or promise made by Granite shall not be deemed to create an express warranty unless included in this Agreement in writing; that Subscriber is not relying on Granite's skill or judgment in selecting or furnishing an electro-protective system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this Agreement. Subscriber's exclusive remedy for Granite's breach of this Agreement or negligence to any degree under this Agreement is to require Granite to repair or replace, at Granite's option, any equipment which is non-operational.

19. LIMITATION OF LIABILITY. SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY WHATSOEVER ON THE PART OF GRANITE, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, BUT NOT LIMITED TO, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES AND WHETHER AS A RESULT OF GRANITE'S NEGLIGENCE TO ANY DEGREE, BREACH OF CONTRACT, FAILURE TO PERFORM ANY OF GRANITE'S OBLIGATIONS, FAILURE OF THE SYSTEM OR ANY OF ITS EQUIPMENT OR STRICT LIABILITY, SUCH LIABILITY SHALL BE LIMITED TO THE TOTAL SUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00), AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS SUBSCRIBER'S SOLE REMEDY. IF SUBSCRIBER WISHES TO INCREASE THE LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, ENTER INTO A SUPPLEMENTAL AGREEMENT AND OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT CONSONANT WITH THE INCREASE IN LIABILITY (HOWEVER, SUCH ADDITIONAL AMOUNTS ARE NOT INSURANCE PREMIUMS AND GRANITE IS NOT AN INSURER EVEN IF SUCH SUPPLEMENTAL AGREEMENT IS ENTERED INTO).

20. INDEMNIFICATION AND SUBROGATION. Subscriber agrees to and shall indemnify and hold harmless Granite, its employees, agents and subcontractors, from and against all claims, lawsuits and demands, including those brought by third parties or Subscriber, and all losses, expenses and reasonable attorneys' fees, asserted against and alleged to be caused by Granite's performance, negligence, gross negligence or failure to perform any obligation under this Agreement. These obligations will survive the expiration or termination of this Agreement. Except for Granite's subcontractors, the parties agree that there are no third party beneficiaries of this Agreement. Subscriber waives, on its behalf and on behalf of any insurance provider, any right of subrogation and agrees to release Granite from any claims of any parties suing through Subscriber's authority or in Subscriber's name, such as Subscriber's insurance company, and Subscriber agrees to defend Granite against any such claim.



TERMS & CONDITIONS

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

By: _____
(Signature)

22. **ASSIGNMENT.** Subscriber may not assign its interest under this Agreement without the prior written consent of Granite. Granite may assign this Agreement without the consent of Subscriber.

(Print Name/Title)

Date: _____

23. **GOVERNING LAW; LIMITATION OF LAWSUITS; WAIVER OF JURY TRIAL.** This Agreement shall be governed by the laws of State of Delaware without reference to its conflicts of laws principles. Any legal actions or proceedings arising out of this Agreement will be brought exclusively in the state and federal courts sitting in Wilmington, Delaware. Subscriber agrees that no lawsuit or any other legal proceeding connected with this Agreement or the services rendered hereunder shall be brought or filed by Subscriber against Granite more than one (1) year after the incident giving rise to the claim occurred. **IN ADDITION ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**

24. **NOTICES.** Any notices required to be given to Granite must be in writing and mailed by certified mail, return receipt requested, addressed to Granite.

25. **ENTIRE AGREEMENT; MISCELLANEOUS.** This Agreement contains the entire understanding between the parties and only representations contained herein are binding on the parties. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by Subscriber and Granite. If Subscriber has given or ever gives Granite a purchase order for the service which provides for different terms than this Agreement, this Agreement will govern and be controlling. **GRANITE'S OBLIGATION TO PROVIDE MONITORING SERVICE TO SUBSCRIBER ARISES SOLELY FROM THIS AGREEMENT.** If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the balance of this Agreement shall remain in force.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and each individual whose signature appears below hereby warrants that he/she is duly authorized to execute this Agreement on behalf of the Party he/she represents.

Granite Guard, LLC

By: _____
(Signature)

(Print Name/Title)

Date: _____

[Insert Customer Full Legal Name]