

ALL HEADINGS INCORPORATED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO, AND WILL NOT AFFECT ANY LEGAL INTERPRETATION OF THE TERMS HERE IN.

- COMPANY'S LIABILITY; DISCLAIMER OF WARRANTIES:** COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE SYSTEM TO BE INSTALLED HEREIN DESCRIBED 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 IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY WILL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, ASSIGNEES, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, PARTICULARLY PARAGRAPHS 13 AND 14 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.
 - INSTALLATIONS OF SYSTEMS:** Subscriber authorizes BAT Fire & Security Services ("Company") to install or cause to be installed, the system as specified on the reverse side hereof, including connections necessary to transmit the necessary signals from the premises of Subscriber, if any. Subscriber further agrees to allow Company to remove any prior-installed alarm equipment which in the opinion of the Company may interfere with the installation and/or Maintenance of Company's system, whether such removal is required at the time of initial installation or at any time thereafter. All signals are transmitted over telephone company leased lines and/or radio band, which are wholly beyond the control and jurisdiction of Company, and which are maintained and serviced by the applicable telephone company or utility. Wiring (if any) for systems will be non-plenum, unless specified otherwise herein for an additional charge, and Company does not represent that all wiring installed in the premises of Subscriber will be concealed or be installed in conduit, unless specified otherwise herein.
 - ERRORS IN INSTALLATION:** Errors or omissions in installation of said system, including but not limited to failure of wire points or equipment, shall be called to the attention of Company by Subscriber in writing within five (5) days of completion of the installation. Upon the expiration of the five (5) day period, the installation and equipment provided shall be deemed accepted by Subscriber.
 - AUTHORIZED PERSONNEL:** Subscriber agrees to furnish to Company forthwith a list of the names, titles, addresses and phone numbers of all persons authorized to enter the premises of Subscriber. Such persons shall be supplied by Company with a code number or word. Subscriber agrees to furnish to Company forthwith an authorized daily and holiday opening and closing schedule in writing, if commercial. All charges, revisions, and modification to the above shall be supplied to Company, in writing.
 - OFF-PREMISES MONITORED ALARMS:** Company upon receipt of an alarm signal from the Subscriber's premise, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, guard or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist, and then Company shall make a reasonable effort to notify the subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber, in writing.
 - SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of the premises and carefully test the system daily during the term of this Agreement. In the event any defect in the operation of the system develops, Subscriber shall notify Company and Company will repair such defective condition as soon as reasonably possible after receipt of notice from Subscriber. Subscriber agrees prior to setting the system for closed periods to test motion detectors, door/window switch, hold-up switch, sounder, capacitance device, smoke-heat detector, or any other electronic equipment designed on the Schedule of Equipment, according to procedures prescribed by Company; to notify Company promptly in the event such equipment fails to respond to any such test; and at Subscriber's sole cost inspect and replace as needed all batteries in wireless transmitters, wireless hold-up/money clips, etc. In addition, Subscriber agrees to operate the system according to the current procedure prescribed by the Company. Subscriber agrees to notify Company promptly in the event Subscriber needs additional instruction on testing or use of equipment.
 - DISTURBING CONDITIONS:** Where any device or equipment is supplied, including but not limited to space detection, which is affected by turbulence or air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate including but not limited to all force heater, air conditioners, animated display sign, animals, coverings of chemical vats, compressors and any other source of air turbulence which may interfere with the effectiveness of the system, while system is operating. Subscriber also agrees to exterminate premises, to keep premises free from rodents, insects, or otherwise that might affect the operation of the system.
 - POWER FAILURE:** In the event of a power failure or other interruption at Subscriber's premise, Subscriber shall immediately notify Company. Subscriber also agrees to supply 120 volt AC power, uninterrupted, to any device in the system that requires such electrical power.
 - FALSE REPORT:** In the event Subscriber shall cause an excessive number of false alarms through the careless, malicious or accidental use of the system, or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of the Subscriber and Company may at its option, in addition to all other legal remedies be excused from further performance upon the giving of ten (10) days notice to Subscriber. Company's excuse from performance will not affect Company's right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against Company by any governmental agency as a result of the false alarm originating from Subscriber premises, where Subscriber intentionally, knowingly, or negligently activates the alarm system and no emergency condition exists, then and in that event, Subscriber is to pay the Company minimum applicable hourly rate multiplied by time expanded as a result of the false alarm.
 - DEFAULT OR TERMINATION:** In as much as the breach of this Agreement by Subscriber will cause a serious and substantial damage to Company, and because it will be difficult if not impossible to prove the amount of such damage, Subscriber agrees that in the case of breach of the Agreement by Subscriber's failure to pay Company as agreed herein, or any service charge or service rendered by Company to Subscriber that was not a part of this Agreement for repair or service of the system, the Company will have the option to terminate service without terminating the contract, and in the event of termination of service for Subscriber's failure to pay, Subscriber will immediately pay to Company all accrued charges incurred prior to the date of termination, together with an additional amount equal to seventy-five (75%) percent of the remaining payments which Subscriber would have been obligated to pay from the date of termination until the end of the existing Agreement term as liquidated damages, not as penalty. In addition, in the event of any default of whatever nature by Subscriber, or upon expiration of the Agreement or any renewal term thereof, Subscriber consents to Company entering any premises where the property of Company may be located for the purpose of removing all or part of the equipment belonging to Company, and Subscriber agrees to pay Company all accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled to under the law by virtue of said default. Removal of the equipment or other terms by Company shall not constitute a breach by Company of this Agreement or a waiver of Company's right to damages to which it may be entitled under the terms of this Agreement or other provisions of law.
 - SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement will be suspended, upon the occurrence of any such event, without liability or penalty, in the event the Company's central station, connecting wires, radio repeater/tower, or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Company is unable to either secure or retain the connections, licenses, or privileges necessary for the transmission of signals between Subscriber's premises and Company's central station or between the public police, guard and fire departments, or for any other reason whatsoever. Company, at its option, may reinstate or cancel this Agreement.
 - COMPANY'S OBLIGATION:** Company's obligation hereunder relates solely to the servicing of the specified system and Company is not obligated to maintain, repair, or to assure operation of the property, or any devices of the Subscriber or of others to which the Company's system may be attached, nor to repair or redecorate any portion of the Subscriber's premises upon removal of all or part of Company's system.
 - COMPANY IS NOT AN INSURER; LIQUIDATION DAMAGES; IT IS UNDERSTOOD AND AGREED; COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER'S PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; THAT COMPANY MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE; THAT THE EQUIPMENT, INSTALLATION OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES THEREFROM WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, SERVICE, OR MONITORING, OR THE FAILURE OF SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS;**
 - THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PREMISES OR SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED, OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT;
 - THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING.
 - THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE;
 - THE NATURE OF THE SERVICE TO BE PERFORMED BY THE COMPANY.
- SUBSCRIBER AGREES THAT DAMAGES (IF ANY) WILL BE FIXED AS HEREIN SPECIFIED IN PARAGRAPH 1 ABOVE OF THIS AGREEMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES RENDERED BY COMPANY ARE PROFESSIONAL SERVICES, THE ESSENCE OF WHICH IS PROVIDING ADVICE, JUDGEMENT, OPINION, OR OTHER PROFESSIONAL SKILL, AND THAT NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES HAVE MADE ANY EXPRESS REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE SUBSCRIBER OR THIS AGREEMENT. SUBSCRIBER FURTHER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY COMPANY IN ELECTING TO ENTER INTO THIS AGREEMENT, AND THAT ASENT SUCH REPRESENTATION, THE COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.
- INDEMNIFICATION: IN THE EVENT ANY PERSON OR ENTITY SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES, WHETHER THESE CLAIMS ARE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, IT'S AGENTS, SERVANTS OR EMPLOYEES. SUBSCRIBER'S INDEMNITY OBLIGATION SHALL EXTENDED TO CLAIMS ARISING FROM THE SOLE NEGLIGENCE OF SUBSCRIBER AND/OR THE CURRENT NEGLIGENCE OF BOTH COMPANY AND SUBSCRIBER. SUBSCRIBER HEREBY WAIVES RIGHT OF SUBROGATION AND AGREES NOT TO PARTICIPATE WITH ANY INSURANCE COMPANY OR ANY OTHER THIRD PARTY IN ANY SUBROGATION AGAINST COMPANY.**
 - DIGITAL DIALER COMMUNICATORS:** Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's telephone lines which are wholly beyond the supervision and control of Company; that in the event Subscriber's telephone lines fail or are cut, the system will not communicate to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted.
 - PERMIT TO OPERATE ALARM SYSTEM:** Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this Agreement and for any automatic renewal of the Agreement.
 - TAXES; INCREASE IN CHARGES AND MONTHLY PAYMENTS:** Subscriber agrees to pay, in addition to the charges herein, all taxes, fees, permits, licenses and charges imposed by any governmental authority, relating to the installation, service, or operation of the system, and to pay any increase in charges levied against the Company by the public utility providing wire connections for the transmission of signals between Subscriber's premises and the Company's central station or police/guard/fire department. Subscriber additionally agrees that Company may, at its option and upon thirty (30) days written notice to Subscriber, increase the monthly service fee at any time after the expiration of one year from the date of signing of this Agreement, and at any time thereafter, provided that there shall be no more than one such increase during any twelve month period.
 - OWNERSHIP AND PROTECTION OF EQUIPMENT:** The entire system, including all devices, instruments, appliances, connection, wires, conduits and other materials associated therewith, except telephone company leased lines, is and shall at all times remain the sole property of Company unless otherwise stated by the term "purchase" after each and every piece of equipment in the Schedule of Equipment on the reverse side. Subscriber does hereby agree to protect said equipment and to indemnify and pay to Company the cost of repair or replacement for any loss or damage to Company's equipment, including but not limited to loss by fire, earthquake, riot, flood or other damage or destruction. Subscriber agrees not to attach or use any equipment in conjunction with the system(s) furnished here under that is not provided by the Company. Subscriber expressly covenants and agrees not to move, disturb damage or otherwise interfere with the operation of the system(s), nor to permit others to do so. Subscriber agrees that the system(s) shall remain in the same location as installed. Subscriber acknowledges that in the event a long range transmitter is provided the equipment is the sole property of the Company and the agreed value is One Thousand (\$1,000.00) Dollars, and said radio will not be depreciated.
 - PURCHASE EQUIPMENT; SUBSCRIBER OWNED EQUIPMENT:** Subscriber acknowledges that in the event of a sale of all or part of the equipment provided herein, the Schedule of Equipment will list individually what will be owned by Subscriber by the term "purchase" after each and every part listed in the Schedule of Equipment. In the event of a purchase, the entire system will remain the sole property of Company, until all financial obligations of Subscriber's have been fulfilled. In the event of defect in the equipment and if the equipment fails to respond to test, as described in paragraph 6, Company, at its expense, will repair defective conditions as soon as reasonably possible, after receipt of notice from Subscriber for a period of one (1) year, subject to provisions as in paragraph 27, unless otherwise stated. After this, repair, if any, will be the expense of Subscriber.
 - DELAY IN INSTALLATION:** Company assumes no liability for delay in installation of the equipment, or for interruptions of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or of unavailability of phone service or equipment, acts of God or any other cause beyond the control of Company; and Company will not be required to supply service to Subscriber during interruption of service due to any such cause shall continue.
 - ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charges as set forth herein, then in such proceedings the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.
 - CONTRACT ASSIGNABILITY:** This Agreement is not assignable by Subscriber except upon written consent of Company first being obtained. Company has the right to assign part or all of this Agreement to any person or entity.
 - APPROVAL OF CONTRACT:** This Agreement is not binding unless approved, in writing, by an officer of Company or his designee. In the event of failure of such approval, the only liability of Company shall be to return to Subscriber the amount, if any, paid to Company upon execution of this Agreement.
 - LATE FEES:** Subscriber agrees to pay the sum of Ten (\$10.00) Dollars if any charge becomes more than thirty (30) days past due for additional bookkeeping costs. In addition, Subscriber agrees to pay 1-½ % interest per month on all delinquent amounts. Any past due amounts for more than sixty (60) days may, at the option of Company, result in the disconnection of services. In the event of disconnection, Subscriber agrees to pay Company the sum of Fifty (\$50.00) Dollars for the re-connection of service. Such default by Subscriber shall not eliminate Subscriber's obligation to pay the payments thereafter due under the Agreement. In addition to other remedies available to the Company, in the event of default, Subscriber agrees to pay the Company a sum equal to five (5%) percent of the total monthly payments due under the initial term of this Agreement as liquidation damages for removing the system(s). In the event Subscriber issues a return check, Subscriber agrees to pay a Fifteen (\$15.00) Dollar charge.
 - DETERMINATION AND VENUE:** Any judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect. Venue involving any action in this Agreement shall be in Ellis County, Texas only.
 - COMPLETE AGREEMENT:** Any representation, promise, condition, inducement or warranty, express or implied, until contained in writing in this Agreement, shall not bind Company, and the terms and conditions hereof apply as printed without alterations or qualifications except as specifically endorsed hereon in writing and initialed by both parties. It is understood and agreed by the parties that if there is any conflict between this Agreement and any other document, this Agreement will govern, whether such other document is prior to or subsequent to this Agreement.
 - SERVICE AND INSPECTION:** Subscriber hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, test, and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any person, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. Repairs necessitated by ordinary wear and tear shall be at Company's expense, subject to the time provisions in paragraph 19. All other repairs shall be at the Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the protected premises within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocation on the equipment at Company's then prevailing rate. All installations, inspections, repairs, and tests which may be required on the part of the Company shall be performed between the hours of 8:00 am and 5:00pm on normal business days. All installations and service required by Subscriber after 5:00 pm, on holidays, and on weekends will be charged at applicable overtime rates.
 - SUBCONTRACT:** Company has the exclusive right to subcontract any portion of this Agreement, including but not limited to, installation, service, maintenance, monitoring, or otherwise. Subscriber acknowledges and agrees that any subcontractor hired by Company shall have the same protection afforded the Company under the provisions of this Agreement.
 - LICENSE OF COMPANY:** Company has and maintains a license with the Texas Department of Public Safety, Private Security Bureau (B11349), P.O. Box 4087, Austin, TX 78773, and 512-424-7710 and Texas Department of Insurance, State Fire Marshall's Office (ACR-2276) P.O. Box 149104, Austin, TX 78714-9104, 800-252-3439.
 - MAINTENANCE AGREEMENT:** When a maintenance Agreement is established between Company and Subscriber as evidenced on the reverse side, Company, subject to other terms and conditions on the Agreement, will repair defective conditions of the equipment provided by Company, excluding wiring and battery(ies). Repair of defective conditions caused by wear and tear, or mechanical or electrical malfunctions shall be at Company's expense; all other repairs, including but not limited to acts of God, intentional damage or neglect shall be at Subscriber's expense.