



Standard Terms and Conditions

Modified: 12/01/2019

CONTRACT TERMS

1. **EQUIPMENT & SERVICE CHARGES:** Buyer agrees to pay DIGI:

The contract amount for each Location determined at time of purchase based on discounted contract equipment and labor rates and individual requirements of each location. Down payment is due upon project agreement at each location to be determined at that time ranging from 0% down to 30% down. Remaining payment is due upon substantial completion of each project unless the progressive payments are deemed necessary based upon the length and scope of the work. Digi shall determine with reasonable fair judgement if progress payments are required and only bill for work or materials provided to the end user before the date of progressive invoice.

2. SYSTEM OPERATION AND LIMITATIONS: DIGI shall have no liability for any existing equipment security related or other. Security equipment may be attached to network provided by and maintained by Buyer. Buyer shall not use any security related components provided by DIGI for any other purpose. DIGI shall have no liability for any data corruption or inability to retrieve data on any security related equipment provided by DIGI or Buyer. DIGI is not responsible for the security or privacy of any equipment including but not limited to cameras, panels, controllers, servers, networking equipment of any kind, and it is the Buyer's responsibility to secure access to the system with pass codes, lock outs and other necessary security measures. DIGI 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.

3. CENTRAL STATION REMOTE MONITORING: If selected in the future and at an additional charge central station monitoring can be included. In this case - upon receipt of a video signal, door or alarm signal or other signal types the system can be designed to activate in the central station and record IP VIDEO reception, upon which, DIGI or its designee central office, shall make every reasonable effort to notify Buyer by email or alpha numeric page to a beeper or cell phone or hand held device so enabled, and the appropriate municipal police or fire department. Buyer acknowledges that signals transmitted from Buyer's premises directly to municipal police or fire departments or Buyer's internal security stations are not monitored by personnel of DIGI or DIGI's designee central office and DIGI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Buyer acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of DIGI and are not maintained by DIGI, except DIGI may own the radio network, and DIGI shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Buyer's computers if connected to the alarm communication equipment. Buyer agrees to furnish DIGI with a written list of names and telephone numbers of those persons Buyer wishes to receive notification of signals. All changes and revisions shall be supplied to DIGI in writing. Buyer authorizes DIGI to access the supervisory panel to input or delete data and programming. If Buyer requests DIGI to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Buyer shall pay DIGI a standard service rate for each such service. DIGI may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Buyer's default in performance of this agreement or in event central station facility or communication network is nonoperational or Buyer'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. All Subscriber information and data shall be maintained confidentially by DIGI.



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4. BUYER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS: Buyer agrees not to tamper with, remove or otherwise interfere with the system. The equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, electrical surges, acts of God including but not limited to earthquake, fire, lightning, wind, rain, snow and all other weather, except for ordinary wear and tear, in which event repair or replacement shall be made by DIGI without additional charge for a period of 12 months from installation of original equipment. Batteries, electrical surges, lightening damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Buyer's expense.

5. ALTERATION OF PREMISES FOR INSTALLATION: DIGI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DIGI's sole discretion for the installation and service of the system, and DIGI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the system. DIGI shall not be responsible for the condition of the premises upon removal of the system and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the system under the terms of this agreement.

6. DELAY IN INSTALLATION: DIGI shall not be liable for any damage or loss sustained by Buyer 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 Buyer and its subcontractor's negligence or DIGI's negligence in the performance of this agreement, and Buyer shall not be relieved from payments due under this agreement for such period.

7. TESTING OF SYSTEM: The parties hereto agree that the system, once installed, is in the exclusive possession and control of Buyer, and it is Buyer's sole responsibility to test the operation of the system and to notify DIGI if any equipment is in need of repair. DIGI shall not be required to service the system unless it has received notice from Buyer and all Buyer payments are current, and upon such notice, and provided Buyer is not in default of this agreement, DIGI shall during the contract period service the system to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Buyer agrees to test and inspect the system immediately upon completion of installation and to advise DIGI via call and message to answering service number at 1(918)824-2520 AND via email.

8. BUYER RESTORES EQUIPMENT: Buyer shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the system. Notwithstanding the condition of Buyer's premises, or DIGI's impossibility of performance occasioned by condition of Buyer's premises, Buyer shall remain liable for monthly payments for the term of this agreement without offset or reduction.

9. INDEMNITY: To the extent allowable by Oklahoma law, Buyer agrees to and shall indemnify and hold harmless DIGI, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Buyer, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by DIGI's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.



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10. LEGAL ACTION: The parties waive trial by jury in any action between them. All actions or proceedings against DIGI must be based on the provisions of this agreement. Any other action that Buyer may have or bring against DIGI in respect to 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. Service of process or papers in any legal proceeding 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. Buyer submits to the jurisdiction and laws of Oklahoma and agrees that any litigation between the parties must be commenced and maintained in the county where DIGI's principal place of business is located. The parties agree that due to the nature of the services to be provided by DIGI, the payments to be made by Buyer for the term of this agreement are an integral part of DIGI's anticipated profits and in the event of Buyer's breach of this agreement it would be difficult if not impossible to reasonably estimate DIGI's actual damages. DIGI may, without prior notice, suspend or terminate its services in event of Buyer's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Buyer of any obligation herein and may notify Authority Having Jurisdiction (AHJ) of termination.

11. ADDITIONAL PAYMENTS: In addition to the payments set forth herein, Buyer agrees to be liable for and pay to DIGI any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon DIGI because of this agreement. Should DIGI be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay DIGI for such service or material at standard industry rates.

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

13. NO WARRANTIES OR REPRESENTATIONS: BUYER'S EXCLUSIVE REMEDY: DIGI does not represent nor warrant that the system 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 system will in all cases provide the protection or service for which it is installed or intended. Buyer acknowledges that DIGI is not an insurer, and that Buyer assumes all risk for loss or damage to Buyer's premises or its contents. DIGI has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Buyer's exclusive remedy for DIGI's default hereunder is to require DIGI to repair or replace, at DIGI's option, any equipment or part of the system which is non-operational.

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

15. LIMITATION OF LIABILITY: Buyer agrees that should there arise any liability on the part of DIGI as a result of DIGI's negligent performance to any degree, failure to perform any of DIGI's obligations, equipment failure or strict products liability, that DIGI's liability shall be limited to the sum of the total amount of the contract specifically associated with the work being performed at that time. If Buyer wishes to increase DIGI's maximum amount of DIGI's limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with DIGI's increased liability. This shall not be construed as insurance coverage.



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16. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement together with the detailed proposal and service agreement, constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except DIGI'S requirements regarding items of protection provided for in this agreement imposed by AHJ. Buyer acknowledges and represents that Buyer has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions shall remain in effect.

Client:

Date:

Contractor: Digi Security Systems

Date: