Standard Terms and Conditions

Modified: July 24, 2026 · Supersedes all previous versions

These Standard Terms and Conditions (this "agreement") are entered into by Digi Security Systems, LLC, an Oklahoma limited liability company ("DIGI"), and the party identified as the buyer in the applicable proposal ("Buyer"). All references to "Digi Security Systems," "Digi," or "DIGI" in this agreement and in any proposal, quotation, invoice, rider, or related document mean Digi Security Systems, LLC.

EFFECTIVE DATE AND APPLICABLE VERSION. These Standard Terms and Conditions apply to proposals and quotations issued while this version is in effect. The version applicable to a transaction is the version identified in, attached to, or in effect on the date of the applicable proposal or quotation. A later revision published by DIGI does not amend an accepted proposal, quotation, purchase order, or existing agreement unless the parties expressly agree to the revision in a writing signed by both parties.

STANDARD TERMS AND CONDITIONS

1. EQUIPMENT, SOFTWARE AND SERVICE CHARGES; STANDARD PAYMENT TERMS. Buyer agrees to pay DIGI the contract amount stated in the applicable proposal (the "Contract Sum") for the equipment, software, subscriptions, licenses, materials, services, and labor required for the applicable location or Project, determined at time of purchase based on contract software, equipment, services and labor rates and the individual requirements of each location. Unless otherwise stated in the applicable proposal or in an executed Equipment Procurement, Storage & Ownership Rider (the "Rider"), payments are due as follows:

(a) thirty percent (30%) of the Contract Sum upon Buyer's execution or acceptance of the applicable proposal;

(b) fifty percent (50%) of the Contract Sum upon completion of the Equipment Documentation Milestone described in Section 1.1 for the principal Project equipment; and

(c) the remaining twenty percent (20%) upon Substantial Completion.

For purposes of Section 1(b), the Equipment Documentation Milestone for the principal Project equipment is complete when the equipment comprising the principal system components identified in the applicable proposal or bill of materials has satisfied Section 1.1, notwithstanding incidental accessories, minor components, or punch-list materials that remain outstanding.

DIGI structures payment in this manner for the mutual benefit of the parties and in the best interest of Buyer. This payment structure permits DIGI to procure Buyer's equipment, software, and materials promptly upon commitment, helps secure current pricing against manufacturer increases, protects Buyer from change orders attributable to price escalation, and reserves equipment against extended lead times so that Buyer's installation schedule is protected.

For purposes of this agreement, "Substantial Completion" means the date on which the system or applicable phase of the work is sufficiently complete for Buyer to use it for its intended purpose, notwithstanding minor punch-list work that does not materially interfere with such use.

For projects of extended duration or scope, DIGI may invoice reasonable progress payments for work performed and materials provided, provided that all such invoices are included within and credited against the Contract Sum and that no item, material, software, service, or labor is billed more than once.

1.1 EQUIPMENT DOCUMENTATION MILESTONE; INVOICE REQUIREMENTS. The "Equipment Documentation

Milestone" occurs separately with respect to each item or documented batch of tangible equipment and materials, and only after DIGI has:

(a) procured and physically received the applicable equipment or materials;

(b) reasonably inspected the shipment for apparent shipping damage, material shortages, and conformity with the applicable procurement records;

(c) specifically identified and allocated the equipment or materials to Buyer's Project;

(d) physically segregated the equipment or materials from items held for other buyers or projects;

(e) tagged the equipment or its packaging with Buyer's Project name or number;

(f) photographed the equipment or its packaging;

(g) recorded serial numbers where reasonably available and applicable;

(h) confirmed that the equipment or materials are complete and ready for physical transfer to Buyer; and

(i) removed the equipment or materials from DIGI's inventory available for use, sale, allocation, or redirection to any other buyer or project.

DIGI shall provide Buyer with the applicable photographs, identification records, serial-number records, and other reasonable supporting documentation with the corresponding invoice.

Tangible equipment or materials shall not be invoiced under an Equipment Documentation Milestone merely because DIGI has issued a purchase order to a manufacturer or distributor, or because the equipment is in production, in transit, backordered, or otherwise not yet physically received and ready for transfer.

1.2 SOFTWARE, SUBSCRIPTIONS, LICENSES AND CLOUD SERVICES. Software, subscriptions, licenses, cloud services, support plans, and similar items may be invoiced after DIGI has procured, provisioned, registered, assigned, or activated the applicable item for Buyer and can provide reasonable documentation of Buyer's entitlement, access, registration, or service period. Buyer receives the rights, access, and benefits provided under the applicable manufacturer, publisher, or service-provider terms. The applicable license, support, subscription, or service period begins when the item is provisioned, registered, or activated for Buyer under the provider's terms, which may occur before installation or final Project completion. DIGI shall identify the applicable activation, registration, or service-start date on the invoice or supporting documentation when reasonably available. Where permitted by the provider and consistent with the Project schedule, DIGI will use commercially reasonable efforts to avoid activating a time-limited subscription or service materially earlier than reasonably necessary.

1.3 ALTERNATE PAYMENT STRUCTURE; EQUIPMENT PROCUREMENT, STORAGE & OWNERSHIP RIDER. Where Buyer's procurement, budgeting, accounts-payable, or administrative requirements do not permit Buyer to accept the standard 30% / 50% / 20% payment schedule stated in Section 1, the parties may execute the Rider. Upon execution, the payment schedule stated in the Rider replaces, and is not cumulative with or in addition to, the standard payment schedule in Section 1 for the applicable Project. Under the Rider: (a) no thirty percent (30%) down payment is required unless expressly stated in the applicable proposal; (b) tangible equipment and materials are invoiced only as each documented item or batch satisfies the Equipment Documentation Milestone in Section 1.1; (c) software, subscriptions, licenses, cloud services and similar items are invoiced as provided in Section

1.2; and (d) the remaining unpaid portion of the Contract Sum is due upon Substantial Completion unless a different schedule is expressly stated in the applicable proposal. Every amount invoiced under the Rider is included within, and is not in addition to, the Contract Sum, and shall be credited dollar-for-dollar against the portion of the Contract Sum allocated to the applicable Project components. In no event will the same item, service, or portion of the Contract Sum be invoiced twice.

1.4 TITLE; POSSESSION; RISK OF LOSS. Title to tangible equipment and materials identified and documented under Section 1.1 passes to Buyer upon DIGI's receipt of full payment in collected funds of the invoice applicable to that equipment or those materials. Until full payment of the applicable invoice is received, title remains with DIGI notwithstanding the equipment's allocation, segregation, tagging, or documentation for Buyer's Project, and DIGI retains a purchase-money security interest in the equipment to the extent title is deemed to have passed earlier; Buyer authorizes DIGI to file financing statements reasonably necessary to perfect that interest. After title passes:

(a) DIGI shall retain physical possession solely as custodian for Buyer until delivery;

(b) Buyer may direct DIGI to deliver the equipment on reasonable written notice, subject to reasonable coordination of transportation, site access, safety, and Project scheduling;

(c) DIGI shall not use, substitute, sell, pledge, reallocate, or redirect Buyer's equipment for another buyer, project, or purpose;

(d) DIGI shall exercise reasonable care in safeguarding the equipment and shall maintain commercial insurance applicable to equipment in its physical possession, including during any extended storage period; and

(e) risk of physical loss or damage remains with DIGI until delivery to the Project site or another location designated by Buyer.

Upon delivery, risk of physical loss or damage passes to Buyer, and Buyer is responsible for maintaining appropriate insurance thereafter. DIGI's responsibility for physical loss of or damage to Buyer's equipment while in DIGI's possession is limited, at DIGI's option, to repair of the affected equipment, replacement with substantially equivalent equipment, or credit of the invoiced amount attributable to the affected equipment. DIGI is not liable for consequential delay or other indirect loss arising from such physical loss or damage, subject to Sections 14 and 15.

1.5 STORAGE PERIOD; EXTENDED STORAGE; BUYER DELAY. DIGI shall store paid Buyer-owned equipment in a secure facility at no additional charge through the later of (a) the scheduled installation date in effect when the applicable equipment invoice was issued, or (b) six (6) months after DIGI receives payment of the applicable equipment invoice. No storage charge will be imposed for a storage extension caused primarily by DIGI's delay. If storage continues beyond the free-storage period primarily because of Buyer's delay, lack of site readiness, suspension, or requested schedule change, DIGI may impose a commercially reasonable storage charge after providing Buyer at least thirty (30) days' prior written notice stating the rate and the date charges will begin. Buyer may avoid future storage charges by accepting delivery of the equipment, with transportation and delivery costs paid by Buyer. A separate storage agreement may be used for unusually long or specialized storage arrangements, but no separate agreement is required for DIGI to exercise the rights expressly stated in this Section.

1.6 CANCELLATION; SUSPENSION; NO RETURNS. Equipment, materials, software, subscriptions, and licenses procured specifically for Buyer's Project may be noncancelable, nonreturnable, subject to restocking charges, or governed by manufacturer or provider restrictions. If Buyer suspends, cancels, or terminates the Project for any reason other than DIGI's uncured material default, Buyer remains responsible for (a) all equipment and materials procured, received, allocated, or specially ordered for the Project; (b) all noncancelable software, subscriptions, licenses, cloud services, support plans, and provider commitments; (c) all work performed through the effective date of suspension, cancellation, or termination; and (d) reasonable demobilization, transportation, restocking, cancellation, and storage costs actually incurred by or imposed upon DIGI. Amounts previously paid shall be credited against these obligations. For Buyer-owned equipment, Buyer may elect to accept delivery at Buyer's expense or continue storage under Section 1.5. If Buyer does not accept delivery within sixty (60) days after written notice following suspension, cancellation, or termination, DIGI may, after an additional thirty (30) days' written notice, deliver the equipment to Buyer at the Project site or Buyer's principal address of record at Buyer's expense, whereupon DIGI's storage and safekeeping obligations shall end.

2. SYSTEM OPERATION AND LIMITATIONS. DIGI shall have no liability for any existing equipment, security related or otherwise. Security equipment may be attached to a network provided 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 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 cameras, panels, controllers, servers, and networking equipment of any kind, and it is Buyer's responsibility to secure access to the system with pass codes, lockouts, and other necessary security measures. DIGI shall have no liability for unauthorized access to the system through the internet or other communication networks, or for data corruption or loss for any reason.

3. CENTRAL-STATION AND REMOTE MONITORING SERVICES. Central-station monitoring, remote video monitoring, alarm verification, hosted services, and related response services are provided only when expressly selected in an applicable proposal or service agreement, and are subject to the applicable charges, service levels, response procedures, provider requirements, and Authority Having Jurisdiction (AHJ) requirements. Monitoring services may be performed by DIGI or by a qualified third-party monitoring provider. Upon receipt of a qualifying signal, DIGI or the monitoring provider will use commercially reasonable efforts to process the signal and make the notifications stated in Buyer's approved response instructions. Monitoring and notification services do not guarantee that (a) a signal will be transmitted, received, processed, or acted upon; (b) a designated contact will answer or respond; (c) a police department, fire department, emergency service, guard service, or other third party will accept a notification or respond within any particular time; or (d) any loss, injury, unauthorized access, fire, criminal act, or other event will be prevented or reduced.

Signals and communications may travel through internet, cellular, radio, telephone, Voice over Internet Protocol, utility, cloud, and other third-party networks outside DIGI's control. DIGI is not responsible for interruption or failure caused by a third-party carrier, utility, network, cloud provider, service provider, governmental action, equipment outside DIGI's control, or Buyer's failure to maintain power, connectivity, accounts, passwords, configurations, or required services.

Buyer shall provide and maintain accurate written emergency-contact information, notification instructions, call lists, passcodes, access instructions, permit information, and other information reasonably required for monitoring, and shall promptly provide all changes in writing. Buyer authorizes DIGI and the applicable monitoring provider to access, receive, record, retain, process, use, and disclose alarm signals, system events, audio, video, device data, contact information, and related communications as reasonably necessary to provide the services, document and investigate events, perform quality assurance, comply with law, respond to governmental authorities, and protect the parties' legal rights, subject to applicable law and DIGI's applicable privacy and security practices. Nothing in this Section transfers ownership of Buyer's underlying system, Buyer-provided data, or original recordings, except for the limited access and use rights reasonably necessary to provide the applicable services.

DIGI or the monitoring provider may suspend affected monitoring services when reasonably necessary because of nonpayment, excessive false alarms, unsafe or unlawful operation, network or facility failure, regulatory requirements, or circumstances beyond reasonable control, with prior notice when reasonably practicable. Remote programming, activation, deactivation, credential changes, schedule changes, and other requested remote services may be charged at DIGI's then-current service rates unless included in the applicable service agreement.

4. BUYER'S CARE OF EQUIPMENT; DAMAGE; REPAIRS AND MODIFICATIONS. Buyer shall not tamper with, remove, relocate, modify, disconnect, or otherwise interfere with the system except through qualified personnel authorized by DIGI or as otherwise agreed in writing. Buyer is responsible for the cost of repair, replacement, relocation, reprogramming, or modification made necessary by painting, construction, remodeling, unauthorized work, misuse, vandalism, intrusion, environmental conditions, electrical disturbance, power surge, lightning, water, fire, casualty, accident, acts of God, communication failure, network changes, or other conditions not caused by defective DIGI installation workmanship. Batteries, consumable items, obsolete components, components exceeding the manufacturer's stated useful life, and damage caused by the foregoing are not covered by DIGI's limited workmanship warranty. All warranty coverage and remedies are governed exclusively by Section 13.

5. ALTERATION OF PREMISES FOR INSTALLATION. DIGI is authorized to make preparations such as drilling holes, driving nails, making attachments, and doing any other thing reasonably necessary for the installation and service of the system, and DIGI shall not be responsible for any cosmetic condition created thereby as a result of such installation, service, or removal. 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 damage or loss sustained by Buyer as a result of delay in installation, equipment failure, or interruption of service due to electrical failure, strikes, walkouts, war, acts of God, manufacturer or supply-chain delay, or other causes, including Buyer's and its subcontractors' negligence, and Buyer shall not be relieved from payments due under this agreement for such period. Schedule relief is further addressed in Section 18.

7. TESTING; SERVICE REQUESTS; RESPONSE TARGET. Following installation or material system modification, Buyer shall promptly test and inspect the system and notify DIGI of any known malfunction or condition requiring service. Notice shall be provided by telephone to the service number identified in the applicable proposal, service agreement, invoice, or DIGI website, and by email to the service email address identified in the applicable proposal, service agreement, invoice, or otherwise designated by DIGI. During an applicable DIGI warranty period or paid service period, and provided Buyer is not in material payment default, DIGI will use commercially reasonable efforts to acknowledge the service request and begin its service response within two (2) business days after receiving sufficient notice and information to evaluate the request. This is a response target and not a guarantee that repair, replacement, restoration, parts delivery, manufacturer authorization, or completion will occur within two business days. Emergency or after-hours response is provided only when included in the applicable service agreement or separately authorized at the applicable rate.

Buyer remains responsible for periodic testing, inspection, account administration, credential management, data backup, and other user responsibilities stated in the applicable manufacturer instructions, proposal, or service agreement. Warranty coverage is governed by Section 13.

8. LOSS OR CASUALTY AFTER INSTALLATION. Buyer shall be responsible for loss occasioned by fire or casualty and the cost of replacing or restoring the system after delivery and installation, except to the extent covered by DIGI's limited workmanship warranty under Section 13. Notwithstanding the condition of Buyer's premises, Buyer shall remain liable for recurring payments for the term of any applicable service agreement without offset or reduction.

9. INDEMNITY. To the extent allowable by applicable law, Buyer agrees to indemnify and hold harmless DIGI, its employees, agents, and subcontractors from and against all claims and 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. The parties agree that there are no third-party beneficiaries of this agreement. This provision shall be enforced only to the extent permitted by the anti-indemnity and construction statutes of the state in which the Project is located, and shall be deemed reformed to the maximum extent enforceable.

10. GOVERNING LAW; VENUE; LEGAL ACTION; CONTRACTUAL NOTICES. The parties waive trial by jury in any action between them to the extent permitted by law. All actions or proceedings against DIGI must be based on the provisions of this agreement. Buyer submits to the jurisdiction and laws of Oklahoma and agrees that litigation between the parties shall be commenced and maintained in the county where DIGI's principal place of business is located; provided, however, that where the Project is located in a state whose law requires that disputes arising from construction or improvements to real property in that state be governed by that state's law or venued in that state, this provision shall be applied to the fullest extent permitted by such law and venue shall lie as such law requires. DIGI may, without prior notice, suspend or terminate its services in the event of Buyer's default in performance of this agreement, and may notify the AHJ of termination.

Contractual notices required under this agreement shall be in writing and may be delivered by personal delivery, nationally recognized overnight delivery service, certified or registered mail, or email to the addresses identified in the applicable proposal or subsequently designated in writing. A notice sent by email is effective upon confirmation of receipt, a substantive response from the receiving party, or other reliable evidence of delivery. A notice sent by overnight delivery service or certified or registered mail is effective upon delivery or documented refusal. This contractual-notice provision does not govern or alter service of summons, process, subpoenas, or other papers for which applicable law or court rules prescribe a method of service; legal process must be served in accordance with applicable law and the rules of the tribunal having jurisdiction.

11. ADDITIONAL PAYMENTS; PERMITS AND FEES. 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. Buyer is also responsible for permit fees, false-alarm fines or assessments, and any charges imposed by an AHJ relating to the system. Should DIGI be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by 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 work or furnish material who is not paid may have a claim against Buyer or the owner of the premises, if other than Buyer, which may be enforced against the property in accordance with applicable lien laws. Nothing in this agreement waives or limits DIGI's lien, bond, or statutory payment remedies, including preliminary and periodic notices, in the state where the Project is located.

13. LIMITED WORKMANSHIP WARRANTY; MANUFACTURER WARRANTIES; DIGI SERVICE PLAN; EXCLUSIVE REMEDY; DISCLAIMERS. (a) Limited workmanship warranty. DIGI warrants that its installation workmanship will be performed in a commercially reasonable and workmanlike manner. For a period of six (6) months after Substantial Completion of the applicable system or Project phase, DIGI will, at its option and without additional labor charge, correct installation workmanship that materially fails to conform to this express warranty, provided that Buyer (i) gives DIGI reasonably prompt written notice describing the claimed defect; (ii) provides DIGI reasonable access to inspect and correct the condition; and (iii) is not in material payment default.

(b) Manufacturer and provider warranties. Equipment, software, subscriptions, licenses, and services supplied by third parties are covered by the warranties, remedies, terms, and restrictions provided by the applicable manufacturer, publisher, distributor, or service provider. Manufacturer equipment warranties commonly extend well beyond DIGI's limited workmanship warranty period. To the extent reasonably available and permitted, DIGI will pass through, or reasonably assist Buyer in asserting, applicable third-party warranty rights. DIGI does not enlarge or independently guarantee a third-party warranty.

(c) Extended workmanship warranty; DIGI Service Plan. Where stated in the applicable proposal, Buyer may receive (i) an additional six (6) month extension of the limited workmanship warranty in subsection (a), and (ii) a DIGI Service Plan, provided at no charge or at the discounted rate stated in the proposal. An extension under this subsection extends only the limited workmanship warranty in subsection (a) and does not enlarge any manufacturer or provider warranty. A DIGI Service Plan is a separate service offering governed by its own terms and the applicable proposal; it is not a warranty, does not modify subsection (a), and does not limit the disclaimers in this Section.

(d) Exclusions. The limited workmanship warranty does not cover equipment failure or damage caused by misuse, unauthorized modification, relocation, third-party work, accident, vandalism, construction activity, environmental conditions, power conditions, electrical surge, lightning, water, fire, casualty, network or communication failure, software changes, malware, acts of God, ordinary consumption of batteries or consumables, obsolete equipment, or causes outside DIGI's reasonable control.

(e) Exclusive remedy. Buyer's exclusive remedy for breach of DIGI's express limited workmanship warranty is DIGI's reperformance of the affected installation work or, at DIGI's option, repair or replacement of an affected component to the extent reasonably necessary to correct the defective installation workmanship.

(f) DIGI DOES NOT WARRANT OR REPRESENT THAT ANY SYSTEM, EQUIPMENT, SOFTWARE, MONITORING SERVICE, OR OTHER SERVICE WILL PREVENT OR DETECT EVERY LOSS, INTRUSION, FIRE, UNAUTHORIZED ACCESS, EQUIPMENT FAILURE, COMMUNICATION FAILURE, DATA LOSS, INJURY, OR OTHER EVENT, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR ERROR. EXCEPT FOR THE EXPRESS LIMITED WORKMANSHIP WARRANTY IN THIS SECTION AND ANY THIRD-PARTY WARRANTY EXPRESSLY PASSED THROUGH TO BUYER, DIGI DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

14. ALLOCATION OF RISK; DIGI IS NOT AN INSURER. Buyer acknowledges that DIGI is not an insurer and that the amounts charged under this agreement are based upon the equipment and services provided and the limitations of liability contained in this agreement, and are not based upon the value of Buyer's property or the potential amount of any loss. Insurance maintained by DIGI with respect to equipment in its physical possession under Section 1.4 does not make DIGI an insurer of Buyer's property generally. The system and services are intended to reduce certain risks but cannot eliminate all risks or guarantee prevention, detection, notification, response, or protection. Buyer is responsible for maintaining insurance appropriate for Buyer's property, operations, business interruption, cybersecurity exposure, personal-injury exposure, and other risks, and Buyer and its insurers shall look primarily to such insurance for recovery of insured losses. Except for DIGI's obligations under Section 13 and Section 1.4, and liability that applicable law does not permit the parties to exclude, DIGI shall not be liable for loss, damage, injury, or expense arising from burglary, theft, robbery, vandalism, fire, smoke, water, environmental condition, equipment failure, communication failure, unauthorized access, cyber event, criminal conduct, delayed response, lack of response, or any other event that the system or services were intended to detect, report, monitor, reduce, or respond to, even when a claim alleges ordinary negligence by DIGI. Any liability not excluded by this Section is subject to Section 15. Nothing in this agreement excludes or limits liability to the extent that such liability cannot lawfully be excluded or limited.

15. LIMITATION OF LIABILITY; EXCLUDED DAMAGES; CLAIM PERIOD. To the maximum extent permitted by applicable law, DIGI's aggregate liability arising out of or relating to the applicable proposal, Project, system, location, equipment, or services, under any legal theory, shall not exceed (a) for a claim arising primarily from installation, equipment procurement, or project work, the amount actually paid to DIGI under the specific proposal for the portion of the work giving rise to the claim; or (b) for a claim arising primarily from recurring monitoring, hosted, maintenance, or service obligations, the recurring fees actually paid to DIGI for the specific affected service during the twelve (12) months immediately preceding the event giving rise to the claim. All related claims, events, acts, omissions, or damages shall be aggregated and treated as a single claim for purposes of this limitation.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, USE, BUSINESS OPPORTUNITY, GOODWILL, OR DATA, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED. The preceding exclusion does not limit Buyer's obligation to pay amounts properly due under this agreement or liability that applicable law does not permit the parties to exclude. To the maximum extent permitted by law, any action or claim against DIGI must be commenced within one (1) year after the claim accrues.

16. FULL AGREEMENT; SEVERABILITY; CONFLICTING DOCUMENTS. This agreement, together with the applicable proposal, any executed Rider, and any applicable service agreement, constitutes the full understanding of the parties and may not be amended, modified, or canceled except in a writing signed by both parties, except for DIGI's requirements regarding items of protection imposed by an AHJ. Buyer acknowledges that it 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 the same. Should any provision of this agreement be deemed void or unenforceable, all other provisions shall remain in effect. Order of precedence is governed by Section 23.

17. PRICE PROTECTION AND ESCALATION. Proposal pricing is valid for thirty (30) days from the date of the proposal unless otherwise stated. After Buyer pays the amount due under Section 1(a), pricing for tangible equipment and materials is locked when the applicable items satisfy the Equipment

Documentation Milestone under Section 1.1, and pricing for software, subscriptions, licenses, cloud services, support plans, and similar items is locked when invoiced in accordance with Section 1.2. DIGI shall not pass through subsequent manufacturer price increases, tariffs, or surcharges for items whose pricing has been locked. For equipment, software and materials not yet procured or invoiced, documented manufacturer price increases, tariffs, or new governmental charges taking effect after acceptance may be passed through to Buyer at DIGI's actual cost increase, with reasonable documentation and prior written notice. If an executed Rider applies to the Project, price protection is governed by the applicable provisions of that Rider.

18. FORCE MAJEURE; SUPPLY CHAIN. DIGI shall not be in default for delay or failure in performance caused by events beyond its reasonable control, including acts of God, epidemics, labor disputes, governmental action, utility or communication failures, and manufacturer or supply-chain delays or allocations. Schedules shall be equitably adjusted, and DIGI shall communicate promptly regarding any material delay and use commercially reasonable efforts to mitigate, including early procurement of long-lead equipment as described in Section 1.

19. LATE PAYMENT; SUSPENSION; COLLECTION. Amounts not paid when due bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law (or, for public-entity Buyers, at the rate provided by the applicable prompt payment act). DIGI may suspend performance, including release of stored equipment and warranty service, upon ten (10) days' written notice of nonpayment, and shall be entitled to recover reasonable costs of collection, including attorneys' fees, to the extent permitted by law.

20. TAXES; EXEMPT ENTITIES. Prices exclude applicable taxes unless stated. Buyers claiming exemption shall furnish a valid exemption certificate; absent a valid certificate, applicable taxes will be invoiced. Where title to equipment has transferred to an exempt Buyer under Section 1.4, the parties will reasonably cooperate in documentation confirming Buyer's ownership.

21. GOVERNMENTAL AND PUBLIC-ENTITY BUYERS. If Buyer is a federal, state, county, municipal, educational, tribal, public-authority, public-benefit, or other governmental or public entity, the following apply:

(a) No provision of this agreement requires Buyer to waive sovereign, governmental, statutory, or other immunity except to the extent Buyer is legally authorized to do so and expressly does so in a signed writing.

(b) Payment obligations extending beyond a legally available fiscal or budget period are subject to appropriation only to the extent required by applicable non-waivable law.

(c) A lawful non-appropriation termination applies prospectively. Buyer remains responsible, to the extent permitted by law, for amounts properly due for goods, software rights, subscriptions, services, and work accepted, received, activated, or performed before the effective termination date.

(d) Title to tangible equipment does not pass until the applicable equipment invoice is paid as stated in Section 1.4. If payment is not lawfully available or an equipment invoice is not paid, the affected equipment remains DIGI's property and Buyer shall provide DIGI reasonable access to retrieve it, subject to applicable law, site-security requirements, and reasonable coordination.

(e) Any indemnity, security-interest, lien, interest, late-charge, attorneys' fee, jury-waiver, governing-law, venue, confidentiality, public-records, audit, retainage, bond, prompt-payment, procurement, or dispute provision applies only to the extent permitted by applicable non-waivable law.

(f) Mandatory statutes and regulations of the Project state concerning public procurement, appropriation, public records, audit, prompt payment, retainage, payment or performance bonds, sovereign immunity, venue, dispute procedures, and construction or improvements to real property control over a conflicting provision of this agreement.

(g) A public-entity addendum, solicitation requirement, or project-specific modification controls only when expressly incorporated into the agreement or accepted in a writing signed by an authorized DIGI representative.

The remainder of the agreement shall continue in effect to the maximum extent permitted by law.

22. ELECTRONIC RECORDS AND SIGNATURES; ASSIGNMENT; SUBCONTRACTORS. This agreement, a proposal, the Rider, an acknowledgment, and any related amendment may be executed electronically and in counterparts, each of which is an original. By typing, inserting, or applying the signer's name or electronic signature in a signature field and submitting the signed record, the signer confirms an intent to sign electronically and agrees that the electronic signature has the same effect as a handwritten signature. Each party consents to receive and retain an accurate and reproducible electronic copy of the signed record. Where a Rider or acknowledgment includes an electronic signature affirmation, checking the affirmation box together with entry of a name in the signature field constitutes the signer's electronic signature. Buyer may not assign this agreement without DIGI's written consent, which shall not be unreasonably withheld; DIGI may assign to an affiliate or in connection with a sale of its business, and may perform any portion of the work through qualified subcontractors while remaining responsible for their work.

23. PROPOSALS; INCORPORATION; APPLICABLE VERSION; ORDER OF PRECEDENCE. Each DIGI proposal or quotation incorporates the version of these Standard Terms and Conditions identified in, attached to, or in effect on the date of that proposal or quotation. Buyer's signature, electronic acceptance, issuance of a purchase order that references the proposal, payment, or written authorization for DIGI to proceed constitutes acceptance of the proposal and the incorporated Standard Terms and Conditions, to the extent permitted by applicable law. A later revision published by DIGI does not retroactively amend an existing agreement. Any additional or different term in Buyer's purchase order, vendor form, portal, acknowledgment, or other document is rejected and does not become part of the agreement unless expressly accepted in a writing signed by an authorized DIGI representative. In the event of conflict, the following order of precedence applies: (1) a project-specific amendment signed by both parties; (2) an executed Equipment Procurement, Storage & Ownership Rider or applicable public-entity addendum; (3) the applicable DIGI proposal or quotation; (4) these Standard Terms and Conditions; and (5) Buyer's purchase order or other administrative document. A purchase order may be used for administrative and payment-processing purposes without modifying the parties' agreement.