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Agreement for Equipment and/or Monitoring Services

1. PAYMENT FOR EQUIPMENT AND INSTALLATION. If Buyer cancels Seller's services or if service is cancelled for non-payment or other such causation, prior to the expiration of the term, Buyer shall be charged and shall pay to Seller an early termination fee of \$500, which fee may at the option of Seller be deducted from any credit Buyer might have with Seller. Unless specified herein, the equipment being purchased does not include conduit, cable, electrical boxes, fittings, or any special treatment or finishing of walls. Subscriber acknowledges and agrees that this agreement and the purchase of the equipment do not include any monitoring by DRN unless explicitly specified herein by selection of monitoring services.

2. LIMITED WARRANTY. Regardless of whether there is a Term to this agreement arising out of any monitoring services, DRN warrants to Subscriber only that the equipment shall be free from defects under normal use for a period of one year from the date of signing of this agreement. Thereafter, Subscriber shall be responsible for labor and material costs involved in any repair or replacement. Upon notification of a defect, Seller shall, at its option, repair or replace the defective part and such repair or replacement shall be Buyer's sole and exclusive remedy. Buyer may be entitled to additional warranty coverage from the equipment manufacturers, but Seller makes no representations regarding any manufacturers' warranty. There are no warranties from Seller, either expressed or implied, which extend beyond the warranties set forth in this agreement, including but not limited to warranties of merchantability and fitness of the equipment for a particular purpose. All warranties shall be void as to any damage to the equipment caused by misuse, theft, vandalism, fire, water, or other peril, or relocation of the equipment or alteration of the equipment by any person other than Seller's authorized personnel, or the negligence of any person other than Seller's personnel. In no event shall Seller be liable for any consequential damages whatsoever, including, without limitation, damages for loss of business profits, business interruption, loss of business information, personal injury of any nature, or other pecuniary loss arising out of the use off or inability to use the equipment, even if Seller has been notified of the possibility of such damage.

3. FURTHER WAIVER OF WARRANTIES. DRN does not represent or warrant that the system will not be compromised or circumvented or that the system will prevent any personal injury, loss of life, or property loss or damage or that the system will in all cases provide the notification which is intended, and the Subscriber has not relied upon any such representation or warranty. The Subscriber acknowledges that any affirmation of fact or promise made by DRN or its agents, servants, or employees, shall not be deemed to create and express warranty unless included in this Agreement in writing. Risk of loss of the equipment shall pass to Buyer upon delivery of the equipment to the installation site provided by Buyer, or other location specified by Buyer and agreed to by Seller. Title to the equipment shall pass to Buyer upon payment in full of the purchase price to Seller. Until such time, Buyer acknowledges that Seller shall retain a purchase money security interest in the equipment and Buyer shall execute all documents necessary to perfect such a security interest.

4. MONITORING. If this agreement includes the purchase of monitoring services, DRN shall monitor Subscriber's system twenty-four hours per day seven days per week. If a signal is received from the equipment, DRN shall seek to create two-way voice communication by telephone with the "Respondees" as designated on the Subscribers personal information questionnaire. Monitoring and reasonable attempts to contact Respondees by telephone are DRN Security's only obligations. Subscriber agrees to notify DRN Security of Subscriber's disposition with regard to any signal within twenty-four hours.

DRN reserves the right to increase or decrease the annual monitoring charge after expiration of the first term and at the end of each 1-year renewal term thereafter. Subscriber agrees to pay to DRN an amount equal to the remaining payments due during the first term if Subscriber discontinues service before the end of the first term. Either DRN or Subscriber may terminate the monitoring services at the end of the first term or at the end of each 1-year renewal term thereafter by giving written notice to the other party at least sixty (60) days prior to the end of the applicable time period. Failure by either party to cancel this agreement shall cause this agreement to continue on year to year basis.

5. VIOLATIONS BY SUBSCRIBER AND RETENTION OF TITLE. In the event Subscriber fails to make any payment or otherwise violates this Agreement and such violation continues for more than 10 days following written notice, then DRN shall be released from all obligations under this Agreement, including the obligation to monitor the system. Title to all installed equipment shall remain with DRN until all payments have been made by Subscriber. If Subscriber violates this Agreement prior to making all required purchase price payments then (1) Subscriber shall forfeit all rights to the system or to the possession thereof, and (ii) DRN is authorized by Subscriber to enter the premises described above and remove and retake possession of the system. In the event suit is brought to enforce any of the provisions of this agreement, DRN shall be entitled to all attorneys' fees, costs of suit and all indirect expenses relating to the same. The failure or delay of either party to enforce at any time or for any period of time any right or privilege under this agreement shall not operate as a waiver thereof. This agreement shall be interpreted under the laws of the State of North Dakota and any suit brought to enforce any of the provisions of this agreement shall be brought in Dickey County, North Dakota. In the event that any particular portion of this agreement is declared invalid, such declaration shall not affect the validity of the remaining portions and the parties agree to substitute for such invalid provisions a valid provision which closely approximates the economic effect and intent of the invalid provision.

6. MEDICAL AND/OR RELATED EXPENSES. In the event of an alarm relating to monitoring services, Subscriber does hereby authorize DRN to seek to notify Responders and obtain assistance. Subscriber shall be obligated for and agrees to pay any cost and expenses whatsoever incurred as a result of Subscriber's monitoring service.

7. **TRAINING.** Seller agrees that it will attempt in good faith to service and train after the installation of equipment is complete within 14 days upon request of Buyer. Seller may instruct buyer how to set-up, manage, and operate the equipment. Seller has no obligation to instruct the Buyer how to operate the equipment. If training is requested within 14 days of purchase, seller may instruct how to operate the equipment and walk through any owner's manual with Buyer.

8. **ANCILLARY EQUIPMENT AND CHARGES.** DRN is authorized to install or have installed ancillary telecommunications equipment used in the operation of this system. The subscriber agrees to supply, and pay any charges for, 24-hour 110-volt circuits as required to power the system and the appropriate telecommunications services or other equipment deemed necessary by DRN. DRN shall not be responsible for any costs for parts and/or labor associated with adapting the Buyer's telecommunications system for use with the system.

9. **TESTING AND PROTECTION OF SYSTEM.** It is solely the Subscriber's responsibility to test the operation of the equipment used in the operation of monitoring equipment. Monitoring tests may normally be made without change on weekdays between 5pm and 11pm with prior coordination with the monitoring system operators. The Subscriber agrees that no apparatus or device shall be attached or connected to the system and further agrees not to permit the system and equipment to be disturbed, removed, or otherwise damaged.

10. **DELAYS AND FAILURES.** DRN assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures, or any cause beyond control of DRN. DRN may terminate this agreement if it cannot maintain transmission privileges and shall not be liable for any damages or penalties as a result of such termination. DRN may also cancel this agreement, without previous notice, in the event its Central Operation Station is destroyed or damaged by any catastrophe and it is impracticable to continue or restore service.

11. **RELEASE FROM LIABILITY.** Subscriber hereby releases, discharges, and agrees to hold DRN harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or caused by any hazard covered or not-covered by insurance whether said claim is made by Subscriber or by any other party claiming under or through Subscriber.

12. **INDEMNIFICATION FROM THIRD PARTY ACTION.** In the event any person not a party to this agreement, including Subscriber's insurance company, shall make any claim or file any lawsuit against DRN, its officers, employees or agents ("Indemnities") for any reason whatsoever, including but not limited to the installation, maintenance, operation or non-operation of the system, Subscriber agrees to indemnify, defend and hold the indemnities harmless from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims are based on alleged intentional conduct, active, or passive negligence, or strict or product liability, or based on any other theory in law or equity on the part of DRN, its officers, employees, or agents.

13. **FORCIBLE ENTRY.** Subscriber acknowledges and hereby provides consent for "Respondees," fire, law enforcement and emergency medical personnel contacted by DRN, under monitoring services, to enter the premises, with force, if necessary. Subscriber does hereby release DRN from any and all liability whatsoever as a result of said forcible entry.

14. **LIMITATION OF LIABILITY.** It is understood that DRN is not an insurer of person, life, limb, or property and that insurance covering personal injury, life, and property loss shall be obtained by the Subscriber, if so desired. DRN is being paid for installing and providing a system designed to provide notice of the occurrence of certain events. DRN and the Subscriber acknowledge that the amounts being charged by DRN are not sufficient to in any way guarantee that no loss or damage will occur, and that DRN is not assuming responsibility for any personal-injury, loss of life, or property loss or damage which may occur even if due to DRN's negligent performance or which may arise due to the faulty operation of the system, the failure of services, or the failure to perform said services. DRN and Subscriber hereby agree that if notwithstanding the above provisions, there should arise any liability whatsoever on the part of DRN, it is agreed that such liability shall be limited to two hundred fifty dollars (\$250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty.

15. **ASSIGNMENT.** It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without prior written consent of DRN, and any assignment without such consent shall be deemed a breach of this Agreement. DRN shall have the right to assign this Agreement to any other company engaged in a business similar to that of DRN and upon such assignment shall be relieved of any obligations created herein. DRN shall also be permitted to subcontract any or all of the obligations herein to any subcontractor of its choosing.

16. **THIRD PARTY MONITORING – Limitation of Liability.** At its sole discretion, DRN may assign, subcontract, purchase or otherwise arrange for the monitoring services called for under this Agreement to be provided by a third party. Subscriber agrees and acknowledges that such third party provider or providers of monitoring services are not insurers and agrees that the provisions of the Third Party Indemnification and Limitation of Liability in this Agreement shall apply between Subscriber and such providers as fully as if the name or names of such providers appeared in the place of "DRN" throughout this Agreement

17. **AGREEMENT – SEVERABILITY.** This Agreement constitutes the full understanding by and between the parties hereto and may not be amended or modified except in writing and signed by both parties. If any provision or part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never appeared herein.