



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE 1048D**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to DIGI Security Systems (“DIGI”) in connection with Solicitation 0900000293 (“Solicitation”) and is effective June 12, 2018.

Recitals

Whereas, the State issued a Solicitation for proposals to provide Products and Services related to security, surveillance, fire, system monitoring, suppression, maintenance and inspections, as more particularly described in the Solicitation;

Whereas, DIGI Security Systems submitted a proposal which contained various other Contract Documents; and

Whereas, the State and DIGI Security Systems have negotiated the final terms under which DIGI Security Systems will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to DIGI Security Systems as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. Revisions to DIGI’s security agreement as contained in Attachment A to this Addendum titled, “Standard Commercial Security Agreement”;

- ii. revisions to DIGI's schedule form as contained in Exhibit A to Attachment A to this Addendum titled, "Schedule of Equipment and Services";
- iii. revisions to DIGI's change order form as contained in Exhibit B to Attachment A to this Addendum titled, "Supplemental Rider/Extra or Change Order";
- iv. revisions to DIGI's service level agreement as contained in Attachment B to this Addendum titled, "Digi Standard 1 Year – Service Level Agreement";
- v. revisions to DIGI's standard service agreement as contained in Attachment C to this Addendum titled, "Standard Fire Alarm Sales, Monitoring, Inspection and Service Agreement";
- vi. revisions to DIGI's schedule form as contained in Exhibit A to Attachment C to this Addendum titled, "Schedule of Equipment and Services";
- vii. revisions to DIGI's work order form as contained in Exhibit B to Attachment C to this Addendum titled, "Extra Work Order"; and
- viii. certain additional terms as contained in Attachment D to this Addendum titled, "Negotiated Additional Terms to the Solicitation."

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

State of Oklahoma

By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 6/11/18

DIGI SECURITY SYSTEMS

By: 

Name: TYLER NICHOLS

Title: VICE PRESIDENT

Date: 6/5/18

Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048

The Security Agreement is hereby amended as set forth below and supersedes all prior documents submitted by DIGI Security Systems or discussed by the parties.

DIGI SECURITY SYSTEMS
11333 E. 51st Place
Tulsa, OK 74146
(918) 824-2520

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: _____

Subscriber's Name: _____

Telephone No.: _____

Address: _____

Cell Phone No.: _____

1. DIGI SECURITY SYSTEMS (hereinafter referred to as "DSS" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services (Exhibit A)**.

Purchase Price: \$ _____ Approximate date work to begin _____
Taxes: \$ _____ Estimated date work to be substantially completed _____
Total: \$ _____
Down Payment: \$ _____
Balance due upon completion of installation: \$ _____

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Check Services Provided:

☐ Central Station Monitoring ☐ Service ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration
☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF DSS:** Provided Subscriber performs this agreement for the full term thereof, upon termination DSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by DSS is the intellectual property of DSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by DSS. DSS' signs and decals remain the property of DSS and must be removed upon termination of this agreement.

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

4. **SERVICES AND CHARGES. [select one option]:**

☐ Monthly ☐ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay DSS:

☐ (i) The sum of \$ _____, plus tax payable for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☐ (ii) The sum of \$ _____ per month for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due Net 45 days.

☐ **(b) SERVICE (Strike out i or ii)**

☐ (i) Subscriber agrees to pay DSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay DSS for all parts and labor net 45 days. Subscriber is not obligated to call DSS for per call service and DSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than DSS during warranty period relieves DSS of any further obligations under the Limited Warranty. Initial here for per call service option _____

☐ (ii) Subscriber agrees to pay DSS for service of the security equipment the sum of \$ _____ per month for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due Net 45 days.

☐ **(c) INSPECTION:** Subscriber agrees to pay DSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected DSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified the inspection will comply with UL requirements. DSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which DSS has no responsibility or liability.

☐ **(d) ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay DSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, DSS or its designated central station shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by DSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ **(e) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV/SELF-MONITORING:** Subscriber agrees to pay DSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video services to be provided:

☐ Recording Device ☐ Central Station Remote Video Monitoring for live Streaming Video Data

☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification recorded video clips ☐ Remote Access By Subscriber ☐ Video Data

to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Other (describe): _____

☐ **(f) ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay DSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

☐ Remote Access Administration ☐ On-site Administration

☐ **(g) GUARD RESPONSE:** Subscriber agrees to pay DSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ **(h) SELF-MONITORING:** Subscriber agrees to pay DSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors, as identified in Attachment D, who facilitate signals from Subscriber's alarm system to Subscriber's Internet or

Cellular connected device. Unless Subscriber has selected Central Station Monitoring, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional central station.

5. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of one (1) year with four (4) options to renew. After the expiration of one year from the date hereof DSS shall be permitted from time to time to increase the monitoring charge by an amount not to exceed the lower of either the current CPI or three (3) percent each year and Subscriber agrees to pay such increase. DSS may invoice Subscriber in advance monthly, quarterly, or annually at DSS' option. Termination shall comply with local law. The State may terminate this Contract, in whole or in part, for convenience without cause and if the State Chief Information Officer determines that termination is in the State's best interest. The State shall give DSS at least thirty (30) days written notice before the termination date. DSS shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to DSS for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by DSS. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve DSS of any liability to the State for any damages or claims arising under this Contract.

6. CENTRAL STATION MONITORING SERVICES: Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of DSS and are not maintained by DSS except DSS may own the radio network, and DSS shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment, if due to no negligence of DSS. Subscriber agrees to furnish DSS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List DSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. At least two (2) but no more than three (3) calls to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DSS' notification obligation. All changes and revisions shall be supplied to DSS in writing. Subscriber authorizes DSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal central station shall monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests DSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DSS the standard contracted hourly rate for the duration for each such service. Central station is authorized to record and maintain audio and video transmissions, data and communications. All Subscriber information and data shall be maintained confidentially by DSS.

7. SERVICE: Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and DSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, not to exceed three working days, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable net 45 days. No apparatus or device shall be attached to or connect with the security system as originally installed without DSS' written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by DSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by DSS or Subscriber's Internet or wireless connection device which is compatible with DSS' remote services. DSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which DSS has no control. DSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. DSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and DSS shall have no liability for access to the alarm system by others, if due to no negligence of DSS.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. DSS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, DSS will authorize Subscriber access. DSS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system, if due to no negligence of DSS. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and DSS shall have no liability for such third party unauthorized access, if due to no negligence of DSS. DSS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. DSS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS/ ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by DSS and DSS has no responsibility for such access or IP address service. DSS 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, if due to no negligence of DSS. If Access Control Administration is selected as a service to be provided DSS will maintain the data base for the operation of the Access Control System. Subscriber will advise DSS of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DSS regarding personnel access must be in writing via email or fax to addresses designated by DSS. DSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, if video equipment is attached to a recorder it shall not be used for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by DSS and DSS has no responsibility for such access or IP address service. If system has remote access DSS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. DSS 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 if due to no negligence of DSS. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DSS has made no representations and has provided no advice regarding the use of audio or video devices. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DSS has made no representations and has provided no advice regarding the use of audio or video devices and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, DSS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests DSS to station its guard at the premises for more than 30 minutes, and DSS has sufficient personnel to provide such service, and DSS makes no such representation that its personnel will be available, then Subscriber agrees to pay DSS \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to DSS to provide extended guard service by email, text or recorded conversation to DSS at the time request is made and DSS is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security system becomes defective, or in the event that any repairs are required, DSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DSS reserves the option to either replace or repair the alarm 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, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. DSS is not the manufacturer of the equipment and other than DSS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, DSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DSS does not represent nor warrant that the security system may not be compromised or circumvented,

or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. DSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DSS. DSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DSS' skill or judgment. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, DSS will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: DSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of DSS, DSS shall have such additional time for performance as may be reasonably necessary under the circumstances. Delays related to end user action may be subject to billing at the standard contract rate for the reasonable amount of lost time. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of DSS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site, as long as loss is not directly related to DSS. Should DSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DSS for such service or material.

15. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify DSS if it is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System, other than normal usage, which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without DSS' written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: DSS is authorized to make preparations, after consulting with Subscriber, such as drilling holes, driving nails, making attachments for the installation and service of the security system, and DSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by DSS.

19. EXCULPATORY CLAUSE: DSS and Subscriber agree that DSS is not an insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and DSS' services are designed to detect and reduce certain risks of loss, though DSS does not guarantee that no loss or damage will occur. DSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water, strict products liability, that does not result from any negligence of DSS. In the event of any loss or injury to any person or property, Subscriber agrees to look to Subscriber's insurer to recover damages.

20. LEGAL ACTION: DSS and Subscriber submit to the jurisdiction and laws of Oklahoma and agrees that any litigation between the parties must be commenced and maintained in Oklahoma County.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DSS in writing of any known undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event DSS discovers the presence of suspected asbestos or other hazardous material, DSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises. If DSS, in its sole discretion, determines that continuing the work poses a risk to DSS or its employees or agents, DSS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate DSS for all services rendered and material provided to date of termination. DSS shall be entitled to remove all its equipment and uninstalled equipment and material that have not been paid for from the job site. Under no circumstances shall DSS be liable to Subscriber for any damage caused by mold or hazardous conditions, or remediation thereof.

22. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm fees, agrees to indemnify or reimburse DSS for any fines relating to false alarms. DSS shall have no liability for false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond, if due in no part to DSS. In the event of termination of police or fire department response, due in no part to DSS, this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein.

23. CREDIT INVESTIGATION: Subscriber and any guarantor authorize DSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

24. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary in this Contract, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by DSS; DSS's indemnity obligations under this Contract; DSS's confidentiality obligations under this Contract; the bad faith, gross negligence or intentional misconduct of the Vendor or its employees, agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

25. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services, Solicitation 0900000293, DiGi's Response, and the documents identified in Addendum 1, constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except DSS' requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

DIGI SECURITY SYSTEMS:

SUBSCRIBER:

By: _____
Signature

Subscriber: Signature by Authorized Officer _____ Title of Person Signing _____

Print Name of Subscriber _____

Subscriber: Signature by Authorized Officer _____

Tax ID or EIN _____

Title of Person Signing _____

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) _____

Subscriber's Email Address: _____

Print Name _____

Address _____

**Exhibit A to
Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048**

The Schedule of Equipment and Services is hereby amended as set forth below and supersedes all prior documents submitted by DIGI Security Systems or discussed by the parties. The parties agree to use this Schedule of Equipment and Services or a document substantially similar.

**DIGI SECURITY SYSTEMS
11333 E. 51st Place
Tulsa, OK 74146
(918) 824-2520**

SCHEDULE OF EQUIPMENT AND SERVICES

Describe Equipment (Model #):

Describe Services:

DIGI SECURITY SYSTEMS:

SUBSCRIBER:

By: _____
Signature

Signature by Authorized Officer (Name must be printed below)

Print Name

Title

Exhibit B to
Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048

The Change Order is hereby amended as set forth below and supersedes all prior documents submitted by DIGI Security Systems or discussed by the parties. The parties agree to use this Supplemental Rider/Extra or Change Order or a document substantially similar.

DIGI SECURITY SYSTEMS
11333 E. 51st Place
Tulsa, OK 74146
(918) 824-2520

SUPPLEMENTAL RIDER / EXTRA OR CHANGE ORDER

Rider between DIGI SECURITY SYSTEMS (hereinafter referred to as "DSS" or "ALARM COMPANY") and _____
_____, ("Subscriber"), supplements the prior Agreement between the parties dated _____
for premises at _____ Phone: _____

CHECK PARAGRAPHS THAT APPLY:

- ☐ 1. EXTRA WORK OR SERVICES: Subscriber has requested DSS to sell and install additional security equipment or perform additional services as noted below for which Subscriber agrees to pay \$ _____.
☐ 2. CHANGE ORDER: Subscriber requests that the work or services in the Agreement be changed as noted below. This change affects the purchase and installation price as follows: Increase \$ _____ Reduction \$ _____
☐ 3. Subscriber agrees to pay an additional \$ _____ per month for the term of the agreement.

SCHEDULE OF EXTRA WORK OR SERVICES OR CHANGE ORDER:

- ☐ 4. Subscriber has requested DSS to increase its limitation of liability and in consideration thereof Subscriber has agreed to pay an additional \$ _____ per month. DSS' maximum liability shall be not less than that already negotiated in Attachment A – Security Agreement. \$ _____.
- ☒ 5. The provisions of the agreement which this agreement supplements shall be incorporated herein and shall govern the installation or any services provided for in the agreement.
- ☒ 6. The original Agreement between the parties shall remain in full force and effect, modified only as specifically provided herein.

DIGI SECURITY SYSTEMS:

SUBSCRIBER:

By: _____

Subscriber: Signature by Authorized Officer _____ Title of Person Signing _____

Print Name _____

Tax ID or EIN _____



**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048**

The Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Digi Security Systems or discussed by the parties.

Digi Standard 1 Year – Service Level Agreement

The following Service Agreement provides the Digi standard service agreement for the equipment listed. Digi warrants all labor performed and material installed at the above mentioned location for the systems and components indicated in Appendix A attached.

Installed Component Coverage

Digi Security Systems will replace/repair all listed system components for a period of (1) one year from the date of installation at no cost to the end user.

Warranty Labor Statement

Digi Security Systems warrants all labor associated with the installation and proper operation of all listed system components for a period of (1) one year from the date of installation at no cost to the end user.

Service and Standard Maintenance

[CUSTOMER] is entitled to the following as part of this agreement:

- Standard business hours (8am – 5pm) phone support for all listed system components
- Standard business hours (8am – 5pm) remote desktop support for all listed system components
- Software updates deemed optional by manufacturers installed as desired by [CUSTOMER], during standard business hours for all listed system components
- Software updates deemed critical by device manufacturers installed at first available opportunity, in coordination with [CUSTOMER] schedule for all listed system components
- Overview training on new features delivered as part of software upgrades

Service Response Times

[CUSTOMER] is entitled to standard business hours service (8am – 5pm) for covered items. [COMPANY] will respond to [CUSTOMER] requests for service within 24 hours of receiving



request and will have a technician engage the issue, via on-site or remote-login (as appropriate for the issue) within 48 hours of request.

Covered components will be restored to operational status within 48 hours of technician engaging issue. In some cases it may be necessary to replace components with temporary or loaner units until [CUSTOMER] equipment can be fully diagnosed or repaired, in these cases loaner devices will be of equal or better specifications when an exact replacement cannot be used.

Exclusions and Items Not Covered

The following items and expenses are not covered as part of this agreement, service calls involving the following will be billed at standard rates:

- Costs for bucket trucks, lifts, hoists, scaffolding
- End user network and power related issues
- [CUSTOMER]-altered or installed equipment or any DIY components
- Equipment damaged by Acts of God - lightning, storms, floods, fires.
- Equipment damaged by animals or pests
- Equipment damaged by negligence, misuse or intentional acts
- Equipment older than 1 year from date of installation

[CUSTOMER] will be provided with notice of exclusions and items not covered before any work is performed.

[CUSTOMER] Requirements and Responsibilities

[CUSTOMER] is required to take reasonable steps to prevent harm or damage to equipment covered as part of this agreement. [CUSTOMER] will ensure [COMPANY] technicians are provided access to equipment, during working hours and in compliance with building protocols, as necessary to fulfill terms of this agreement. Technician time spent on-site waiting for [CUSTOMER] to provide access to equipment or areas requiring service shall be billable after first 30 minutes of wait time, so long as [COMPANY] had a scheduled visit with [CUSTOMER].

Any response times outlined in this agreement are measured from the time [CUSTOMER] makes requests to [COMPANY], via agreed-upon methods.

Renewal and Cancellation Terms

This agreement terminates 1 year from the date of installation.



[CUSTOMER]

Print Name: _____ Date: _____

Signature: _____

Digi Representative

Print Name: _____ Date: _____

Signature: _____

Appendix A - Covered Equipment

[illegible]



Brand/Model	Serial Number	Installation Location



**Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048**

The Standard Fire Alarm, Sales, Monitoring, Inspection and Service Agreement is hereby amended as set forth below and supersedes all prior documents submitted by DIGI Security Systems or discussed by the parties.

DIGI SECURITY SYSTEMS
11333 E 51st Place
Tulsa, OK 74146
(918) 824-2520

STANDARD FIRE ALARM SALES, MONITORING, INSPECTION AND SERVICE AGREEMENT

Subscriber's Name: _____ Telephone No.: _____

Address: _____ Email: _____ Call Phone: _____

SALE AND INSTALLATION

DIGI SECURITY SYSTEMS (hereinafter referred to as "DSS" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services ("Exhibit A") and Extra Work Order ("Exhibit B") included herein.** Passcode to software remains the property of DSS. Software programmed by DSS is the intellectual property of DSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. DSS signs and decals remain the property of DSS and must be removed upon termination of this agreement.

☐ Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of DSS. The agreed value of the Communication System is \$1800.00.

☐ Check if Fire Alarm System to Code:

Initial here _____ if fire alarm system is to be installed pursuant to filed plans and specifications filed by _____
filed with and approved by Authority Having Jurisdiction [AHJ].

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, DSS makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not DSS' responsibility to apply for any permits or fees in connection with such equipment. The law requires and DSS recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by DSS are not additional equipment which would require AHJ approval.

1. MONITORING CHARGES. (Cross out if not applicable)

(a) Subscriber agrees to pay DSS the sum of \$ _____, plus tax, per month, for the monitoring of the FIRE ALARM system for the term of this agreement commencing on the first day of the month next succeeding the date hereof, all payments being due 45 days from submission of an accurate and proper invoice.

2. SERVICE CHARGES: (Strike out a or b)

(a) Subscriber agrees to pay DSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay DSS for all parts and labor. Initial here for per call service option

(b) Subscriber agrees to pay DSS the sum of \$ _____, plus tax, per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear commencing the first day of the month next succeeding the date hereof, all payments being due 45 days from submission of an accurate and proper invoice. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

3. INSPECTIONS: (Cross out if not applicable)

Subscriber agrees to pay DSS the sum of \$ _____, plus tax, per month, payable, _____ in advance for the term of this agreement, for inspection service. If this option is selected DSS will make _____ inspection(s) of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. DSS will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which DSS has no responsibility or liability.

4. UL CERTIFICATE: (Cross out if not applicable)

Subscriber agrees to pay DSS the sum of \$ _____, plus tax, per month, for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected DSS will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay DSS for any inspections or required changes at the contracted standard rate for the duration or work.

5. RUNNER SERVICE: (Cross out if not applicable)

Subscriber agrees to pay DSS the sum of \$ _____, plus tax, per month, payable for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected DSS Runner upon notification from Central station of any alarm, supervisory or trouble signals, to the best of DSS' ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue DSS 2 sets of all keys necessary for DSS to enter into all locked areas of Subscriber's location. Subscriber agrees to pay DSS for any additional Runs at the contracted standard rate for the duration of work. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once DSS is on site.

If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched Subscriber agrees to pay for such service \$ _____ per call.

6. MONITORING SERVICES PROVIDED: Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of DSS or its Central station and DSS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of DSS and are not maintained by DSS except DSS may own the radio network and DSS shall not be responsible for any failure which prevents transmission signals or data from reaching the Central station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment, if due to negligence of DSS. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish DSS with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List DSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DSS' notification obligation. All changes and revisions to the account information shall be supplied to DSS in writing. Subscriber authorizes DSS to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests DSS to reprogram system functions, remotely or on premises, Subscriber shall pay DSS the standard contracted rate for the duration of work, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at DSS' standard contracted rate for the duration of the work. Central station is authorized to record and maintain all data, voice and alarm communications.

7. TERM OF AGREEMENT: RENEWALS: The term of this agreement shall be for a period of one (1) year with four (4) options to renew. Termination shall comply with local law. The State may terminate this Contract, in whole or in part, for convenience without cause and if the State Chief Information Officer determines that termination is in the State's best interest. The State shall give DSS at least thirty (30) days written notice before the termination date. DSS shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to DSS for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by DSS. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve DSS of any liability to the State for any damages or claims arising under this Contract.

9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by DSS shall remain personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by DSS.

10. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, DSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DSS reserves the option to either replace or repair the equipment, and shall provide substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. DSS' warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, acts of God or misuse, that is not a result of DSS. DSS is not the manufacturer of the equipment and other than DSS' limited warranty Subscriber agrees to look to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, DSS makes no express warranties as to any matter whatsoever outside of any active SLA with DSS, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DSS does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. DSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose outside of any active SLA agreements with DSS. The warranty does not cover any damage to material or equipment caused by accident due to no negligence of DSS, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DSS. DSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DSS shall not be deemed to create an express warranty unless included in this agreement in writing. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If DSS is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to service contracted under paragraph 2b of this agreement.

11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: DSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or

installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God. The estimated date work is to be substantially completed shall comply with industry standard. In the event the work is delayed through no fault of DSS, DSS shall have such additional time for performance as may be reasonably necessary under the circumstances. DSS may charge for delays at the standard contracted hourly rate per person. Subscriber assumes all risk of loss of material once delivered to the job site, if due to no fault of DSS. DSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary, after consulting with Subscriber, for the installation and service of the equipment, and DSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

12. TESTING / REPAIR SERVICE: Subscriber agrees to test and inspect the equipment and to advise DSS of any defect, error or omission in the equipment. Inspections, if contracted for, test equipment operation at time of inspection only. Inspection does not include repair service. The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the equipment and to notify DSS if any equipment is in need of repair. DSS shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, DSS shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., and in coordination with Subscriber.

13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by DSS.

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse DSS for any fines relating to permits, code compliance or false alarms. DSS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department, if due to no negligence of DSS, this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should DSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DSS for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of DSS assigned by DSS to perform any service for or on behalf of Subscriber for a period of two years after DSS has completed providing service to Subscriber.

16. EXCULPATORY CLAUSE: DSS and Subscriber agree that DSS is not an insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and DSS' services are designed to detect and reduce certain risks of loss, though DSS does not guarantee that no loss or damage will occur. DSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water, strict products liability, that does not result from any negligence of DSS. In the event of any loss or injury to any person or property, Subscriber agrees to look to Subscriber's insurer to recover damages.

18. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary in this Contract, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by DSS; DSS' indemnity obligations under this Contract; DSS' confidentiality obligations under this Contract; the bad faith, gross negligence or intentional misconduct of DSS or its employees, agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

19. LEGAL ACTION: DSS and Subscriber submit to the jurisdiction and laws of Oklahoma and agree that any litigation between the parties must be commenced and maintained in Oklahoma County. DSS and Subscriber submit to the jurisdiction and laws of Oklahoma and agrees that any litigation between the parties must be commenced and maintained in Oklahoma County.

20. DSS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: See Attachment D for DSS' use of subcontractors approved by the State.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DSS in writing of any known undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event DSS discovers the presence of suspected asbestos or other hazardous material DSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises. DSS may bill the end user the standard contracted rate for reasonable lost time due to delays associated with hazardous conditions. If DSS, in its sole discretion, determines that continuing the work poses a risk to DSS or its employees or agents, DSS may elect to terminate this agreement on 6-day notice to Subscriber and Subscriber shall compensate DSS for all services rendered and material provided to date of termination. DSS shall be entitled to remove all its equipment and uninstalled equipment and material that have not been paid for from the job site. Under no circumstances shall DSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

22. FULL AGREEMENT / SEVERABILITY / CONFLICTING DOCUMENTS: This agreement along with the Schedule of Equipment and Services, Solicitation 0900000293, DiGi's Response, and the documents identified in Addendum 1, constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except DSS' requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.
READ THEM BEFORE YOU SIGN THIS AGREEMENT.**

DIGI SECURITY SYSTEMS:

SUBSCRIBER:

By: _____

Subscriber Signature by Authorized Officer

Print Name

Dated: _____

Tax ID or EIN Address

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name must be printed below)

Exhibit A to
Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048

The Schedule of Equipment and Services is hereby amended as set forth below and supersedes all prior documents submitted by DIGI Security Systems or discussed by the parties. The parties agree to use this Schedule of Equipment and Services or a document substantially similar.

DIGI SECURITY SYSTEMS
5411 S. 125TH E. Avenue
Tulsa, OK 74146
(918) 824-2520

SCHEDULE OF EQUIPMENT AND SERVICES

Purchase Price: \$ _____
Taxes: \$ _____
Total: \$ _____
Down Payment: \$ _____
Balance due upon completion of installation: \$ _____

Approximate date work to begin: _____

Estimated date work to be substantially completed: _____

In accordance with the agreement between DIGI SECURITY SYSTEMS (hereinafter referred to as "DSS" or "ALARM COMPANY") and Subscriber, which this Schedule supplements, the following equipment will be installed. All provisions of the agreement govern the installation and nothing contained herein is intended to modify or terminate the agreement or any provision contained therein.

_____	Control Panel	_____	Elevator Recall
_____	Annunciator	_____	Voice Evacuation System
_____	Smoke Sensor	_____	Hood Supervisor
_____	Heat Sensor	_____	Sprinkler System Supervision
_____	Duct Mounted	_____	HVAC Shutdown
_____	Pull Stations	_____	Sprinkler Alarm
_____	Magnetic Door Holders	_____	Strobes
_____		_____	Speaker Strobes
_____		_____	Horn Strobes
_____		_____	
_____		_____	
_____		_____	

In the event of any changes to installation schedule required by AHJ or subscriber, unless otherwise agreed upon, Subscriber agrees to pay DSS the following schedule of charges for such extra work and material:

Labor: \$ _____ per hour per employee

Material: DSS' cost plus 50%

* Subscriber has requested DSS to increase its limitation of liability and in consideration thereof Subscriber has agreed to pay an additional \$ _____ per month. DSS' maximum liability shall be \$ _____.

DIGI SECURITY SYSTEMS:

SUBSCRIBER:

By: _____
Signature

Signature by Authorized Officer (Name Must be printed below)

Print Name

*omit if inapplicable

Date

**Exhibit B to
Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM STATEWIDE CONTRACT NO. 1048**

The Extra Work Order is hereby amended as set forth below and supersedes all prior documents submitted by DIGI Security Systems or discussed by the parties. The parties agree to use this Extra Work Order or a document substantially similar.

**DIGI SECURITY SYSTEMS
5411 S. 125TH E. Avenue
Tulsa, OK 74146
(918) 824-2520**

EXTRA WORK ORDER

Subscriber and DIGI SECURITY SYSTEMS (hereinafter referred to as "DSS" or "ALARM COMPANY") have entered into a fire alarm sales agreement dated _____. Subscriber requests DSS to perform extra work and/or furnish and install extra equipment, for which Subscriber agrees to pay upon execution of this Extra Work Order.

DSS shall perform the following extra work for which Subscriber shall pay \$_____

DSS shall furnish and install the following extra equipment for which Subscriber shall pay \$_____

In all other respects the terms contained in the fire alarm sales agreement, Attachment C, which this extra work order supplements, governs.

DIGI SECURITY SYSTEMS:

SUBSCRIBER:

By: _____
Signature

Signature by Authorized Officer (Name must be printed below)

Print Name

Date

**Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DIGI SECURITY SYSTEMS
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1048**

Negotiated Additional Terms to the Solicitation

The Solicitation is hereby amended as set forth below.

Solicitation, Section B Special Provisions, Subsection B.2.3. is hereby added:

Per Solicitation, Section B Special Provisions, Subsection B.2.1, the State approves Supplier's use of the following as a subcontractor(s) under this Contract: Avigilon Corporation, Digital Monitoring Products (DMP), Open Options, Edwards Signaling/Kidde (A Division of United Corporation), and Verint Systems Inc. Without waiving the order of precedence herein, the state accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation.