



Board of County Commissioners Agenda Request

9A

Agenda Item #

Requested Meeting Date: April 14, 2026

Title of Item: MEI Elevator Phone Agreements

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
---	---	---

Submitted by: Jim Bright	Department: Maintenance
------------------------------------	-----------------------------------

Presenter (Name and Title): Jim Bright, Facilities Coordinator and Chris Sutch, IT Director	Estimated Time Needed: 10 Min.
---	--

Summary of Issue:

MEI Total Elevator Solutions provided 12-month Wireless Sales Agreements for telephones to be placed in the elevators located in the Government Center, Judicial Center, Sheriff's Office and Health & Human Services.

County Attorney has reviewed Agreements.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve Wireless Sales Agreements between MEI Total Elevator Solutions and Aitkin County for telephone services in elevators located in the Government Center, Judicial Center, Sheriff's Office and Health & Human Services for a total of \$5,136.00 for the first 12 months.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ \$5,136.00

Is this budgeted? Yes No *Please Explain:*

Initial costs include the Installation and Wireless Service & Device Monitoring Fees for 12 months. IT will be paying for the installation of the phones totaling \$2,400.00 and Maintenance will be paying the annual Service & Device Monitoring fees totaling \$2,736.00.

WIRELESS SALES AGREEMENT

This Wireless Sales Agreement ("**Agreement**") is dated as of this 9th day of February (the "**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and AITKIN COUNTY COURTHOUSE, having an address of 209 2ND STREET NW, AITKIN, MN 56431. ("**Customer**"). MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Building /Equipment Information:

Building Name	Building Address	Elevator ID or Serial #	Elevator Location	# of Cellular Devices
AITKIN COUNTY COURTHOUSE	209 2ND ST NW AITKIN MN 56431-1269	MN1054614	AITKIN CO GOV CENTER - ELV 1	1
AITKIN COUNTY COURTHOUSE	209 2ND ST NW AITKIN MN 56431-1269	MN00793	ELEV 1 - AITKIN CO COURTHOUSE	1

1. Purchase Price

Customer shall pay to MEI the amount of **\$2,568.00** for the Initial Term, which will be billed **annually**. This amount covers the initial equipment fees and service for the first year of the Initial Term. Thereafter, Customer shall deliver to MEI payments in the amount of MEI's then-current rates for the Wireless Services ONLY ("**Wireless Service & Device Monitoring Fees**"), payable in the same frequency specified above. This proposed pricing is only valid if signed within ninety (90) days from date of proposal as stated in the first page of this Agreement.

- Equipment Fees: 2 Cellular Device(s) & Install x \$600 per Cellular Device = **\$1,200.00**
 - Equipment Fees are a one-time fee to purchase the equipment needed to fulfill this agreement; however, this fee is exclusive of the need for additional equipment.
- Wireless Service & Device Monitoring Fees: 2 Cellular Device(s) \$684.00 per Cellular Device = **\$1,368.00**
 - The Wireless Service & Device Monitoring Annual Fee listed above is for the first year of the Initial Term. This is exclusive of applicable taxes and shall be adjusted by MEI on an annual basis.

2. TERM AND TERMINATION

Each of the Services will be provided for the term starting on the first of the month following device installation and continuing for 12 months thereafter (the "**Initial Term**"). Upon expiration of the Initial Term, the term shall automatically renew on an annual basis (each a "**Renewal Term**", and together with the Initial Term, "**Term**"), unless either Party gives the other Party written notice of its intent to terminate this Agreement at least 30 days prior to the expiration of the then current term.

Except as provided in the last sentence of this Section 2, if this Agreement is terminated for any reason before the end of the Initial Term, or before the equipment portion of the Agreement is fully paid for by Customer, a final equipment billing will be created and will become immediately due and payable to MEI. Additionally, if this Agreement is terminated, for any reason not permitted by the Agreement or if MEI terminates its service or this Agreement due to Customer's Event of Default, an early termination charge will become immediately due and payable to MEI for the Service(s) involved, and Customer agrees to pay 100% of the Fees due for remaining months in the Term. Customer agrees the early termination charge: (i) is a fair estimate of the damages to MEI and is not a penalty; and (ii) shall be paid to MEI not later than the later of any due date identified on the invoice or twenty (20) days after the date the affected Service is terminated. Notwithstanding the foregoing, if MEI's wireless carrier is not able to provide service coverage to the building, either Party may terminate this Agreement upon 15 days advance written notice to the other Party, with such party having cure rights during such 15-day period.

3. PAYMENT TERMS

All Fees are due and payable to MEI upon receipt of invoice. If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Fee invoices issued under this Agreement will be billed as of the first business day of the Service cycle, for Services to be provided during said cycle.

4. ADDITIONAL TERMS

The provision of Services and payment therefore is subject to, and Customer agrees to be bound by, the MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS ("**T&C**"), as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, and the T&C, the Agreement shall govern and supersede the T&C.

Signatures: Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this Agreement have been duly authorized; and (c) the persons signing this Agreement are authorized to do so.

MEI Total Elevator Solutions

By: _____

Signature: _____

Title: _____

Date: _____

Accepted by:

(CUSTOMER)

By: _____

Signature: _____

Title: _____

Date: _____

MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS

1. Controlling Terms & Conditions. The terms of this Wireless Sales Agreement ("**Agreement**") prevail over any contradictory terms and conditions in any purchase order, acceptance acknowledgment, or other form used in the performance of this Agreement. To the extent Customer's purchase order or any other statement of Customer contains any terms or conditions in addition to or different from the terms of this Agreement, such terms and conditions: (i) are hereby rejected by MEI and waived by Customer, and (ii) shall not affect this Agreement nor be binding upon MEI. Neither MEI's delivery of the Equipment and the Services described in the Agreement (the "**Product**") nor any other action at any time on the part of MEI shall constitute acceptance of additional or different terms. Customer's written acknowledgment of an Agreement or commencement of performance, including Customer's use of any Product provided by MEI, will constitute acceptance of the terms and conditions of this Agreement. In the event of any conflict between these Terms and the Agreement, the terms of the Agreement shall govern.

2. Standard Warranty. MEI warrants that the Product, including materials and equipment to be furnished as part of the installation by MEI, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "**Standard Warranty**"). This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation by others, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-mechanic after the completion of the installation; or (vi) Customer's failure to properly clean or care for the Product after completion of the installation. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Purchase and Payment. Pursuant to the Agreement, Customer agrees to purchase, the Product or Services described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee. If in MEI's reasonable judgment, Customer's financial condition or any other circumstance causes MEI to be insecure with respect to Customer's performance of any obligation under this Agreement, MEI may accelerate and demand immediate payment of any amounts owed MEI, suspend performance, or require cash payment or satisfactory security.

4. Shipment Terms & Risk of Loss. All shipments shall be made FOB MEI's docks in Mankato, MN, and title to and all risk of loss concerning the Product shall pass to Customer upon the delivery of the Product to the carrier. Customer shall at its sole cost and expense, be responsible for obtaining all licenses and permits and for satisfying all formalities as may be required to import the goods into any other country in accordance with then prevailing laws, rules and regulations. Any extra charge incurred for additional services, including loading, storage and handling, will be paid by Customer. The delivery dates specified in this Agreement are estimates only and MEI's failure to meet the same shall not be deemed a breach of this Agreement. Delays in securing Customer's approval of any matter shall, at MEI's discretion, extend the date of delivery.

5. Inspection & Acceptance. Customer shall promptly inspect all shipments after arrival of the Product at the original shipping destination and notify MEI in writing within three (3) days of arrival, of any shortages or other failures to conform to this Agreement. Customer shall allow MEI a reasonable opportunity to inspect such Product to enable MEI to verify the alleged nonconformity. Customer's failure to timely notify MEI in writing of any alleged nonconformity of the Product shall constitute an immediate and irrevocable acceptance of the Product. Customer's rejection of any Product shall not shift risk of loss of such Product until the Product is returned to MEI, freight prepaid, pursuant to MEI's written authorization.

6. Use of Equipment. Customer is responsible for the use of all Equipment and applications in connection with the applicable Service (including any downstream use and use of the Services in a manner not intended by Customer) and ensuring that Customer's use thereof is in compliance with the terms and conditions set forth in Section 12 hereof. Customer acknowledges that non-compliance or misuse of the Equipment or Services may cause transmissions to fail, be blocked or misrouted, result in Service not intended by Customer and/or may subject Customer to additional charges beyond those set forth in the Agreement. MEI shall have no liability for Customer's Equipment or Customer's failure to maintain or meet requirements applicable to Customer's Equipment. Under no circumstances shall MEI be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Customer. Notwithstanding anything contained in the Agreement or these Terms, if any Equipment is altered, modified, or misused by Customer (or any party under Customer's direction or control), MEI may terminate the Agreement immediately upon written notice to Customer.

7. DISCLAIMER OF WARRANTIES. MEI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE (INCLUDING THAT THE SERVICES ARE ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES) OR NON-INFRINGEMENT OF THE SERVICES OR EQUIPMENT OR THEIR USE. MEI hereby assigns to Customer any transferable warranties with respect to the Equipment that are made by the manufacturer of such Equipment to MEI.

8. LIMITATION OF LIABILITY. MEI SHALL HAVE NO LIABILITY TO ANY PERSON FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES, OR LOSSES RELATED TO LOSS OF TIME, LABOR CHARGES OR OTHER EXPENSES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE AND DEVICE MONITORING; FAILURES OR DEFECTS IN WIRELESS NETWORK OR SYSTEMS, USE OF THE EQUIPMENT OR SERVICE, OR DISABLING OF EQUIPMENT, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL MEI BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL MEI'S LIABILITY HEREUNDER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT IN RESPECT OF WHICH THE CLAIM IS MADE. No action may be brought by Customer against MEI after one (1) year from the date of delivery of the Product, and Customer agrees that this provision shall be grounds for dismissal of any suit or claim asserted by Customer after such time.

9. Indemnification. Customer shall indemnify (and at MEI's option, defend) and hold MEI, its affiliates and their respective officers, directors, agents and employees harmless from any and all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "**Claims**"), arising out of or relating to: (a) Customer's use, misuse or disposal of the Products; (b) Customer's non-compliance with any law; and (c) breach of these Terms by Customer.

10. Other Limitations. All technical advice and recommendations are: (a) furnished by MEI gratis, (b) believed by MEI to be reliable; and (c) intended for use by persons having skill and know how, at their own risk, and MEI assumes no responsibility for, and is not liable for, or (d) damages incurred from their use by Customer. Any plans and specifications prepared or modified by MEI: (a) are exclusively for the Product, (b) may not be used by Customer or others for any purpose; and (c) must be reviewed and confirmed by Customer as adequate for Customer's intended use and purpose. MEI is not responsible for discovering deficiencies in Customer's plans or designs. Customer is exclusively responsible for analysis of Product impact on any building / structure design.

11. Default & Remedies. An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; (v) Customer has taken or allowed any action or permitted any condition, that has compromised the health, safety, or code compliance of the Product or Service; or (vi) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

12. General Provisions.

a. **Intellectual Property; Confidentiality.** All specifications, documentation and any other intellectual property involved in the manufacturing the Product is the property of MEI. All non-public, confidential or proprietary information of MEI is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized in advance by MEI in writing.

b. **Assignment.** Customer may not assign its rights or obligations under this Agreement to any third party, by operation of law or otherwise, without MEI's prior written consent.

c. **Force Majeure.** MEI shall not be liable to Customer for any delay or failure of delivery of Product or other nonperformance caused in whole or part by any contingency or event beyond MEI's reasonable control, including without limitation, acts of any government or any agency or subdivision thereof, war, riots, acts of God, pandemic or epidemic, machinery breakage, or any shortage of or inability to secure labor, transportation facilities, fuel, energy, raw materials, supplies, or machinery at reasonable prices or from regular sources. In the event of the occurrence of any of the foregoing, MEI may distribute its available goods among its customers on such a basis as MEI shall deem fair and equitable, without liability to Customer.

d. **Modification & Waiver.** No addition to, or modification or waiver of, any provision of this Agreement shall be binding upon MEI unless set forth in a written document signed by MEI. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

e. **Governing Law; Forum; WAIVER OF JURY TRIAL.** The validity, operation, and performance of this Agreement (including all matters arising out of or relating to this Agreement) shall be governed and controlled by the laws of the State of Minnesota and the United States of America, notwithstanding conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any claim, cause of action, suit or demand allegedly arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Minneapolis, Minnesota, and the parties irrevocably consent to jurisdiction in, and venue of such courts. CUSTOMER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

f. **Material Terms.** Customer agrees that these Terms are a material part of the transaction between and MEI, and without Customer agreeing to be bound by all of the Terms, MEI would not have sold the Products or provided the services on terms (including price) as favorable to Customer as are contained in the Agreement.

13. Services Provisions. Customer's use of the wireless services must be consistent with all wireless carrier rules and regulations. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless Service operation. Customer will comply in all material respects, with all federal, state and local laws, rules, regulations and ordinances applicable to Customer, and the Services and Equipment provided hereunder. All Customer equipment must meet, at Customers' expense, all industry standards and technical requirements for compatibility, as determined by MEI or its wireless carrier, which may be modified from time to time. The current standards and technical requirements are attached hereto as Attachment A. Notwithstanding anything to the contrary contained herein, if Customer alters, switches or replaces any MEI provided cellular device or equipment with any other device (even if the same meet the requirements set forth in Attachment A,) then: (a) MEI shall have no obligation, responsibility or liability with respect to the operability or compatibility of such customer devices; and (B) Customer is solely responsible for monitoring its devices and equipment.

ATTACHMENT A
to MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS

All Customer Equipment shall comply with the following requirements

1. Equipment shall be Certified (as defined below) by Carrier for use on its network according to its specifications, which Carrier may change from time to time.

(a) If Customer Equipment is not certified, Carrier shall work with Customer's designated vendors to select a device that has already been certified by Carrier through its Open Development ("OD") Certification Process ("**Certified Devices**") or to determine if the Equipment can be Certified. If device certification is required, Customer shall review the certification requirements on the OD portal or contact Carrier's authorized third-party lab for Equipment testing prior to certification. Any fees or costs charged by the authorized third-party lab shall be borne by Customer.

(b) Before Customer makes any modifications to previously Certified Devices, Customer shall review such modifications with their Carrier OD Device manager. Customer may be required to resubmit the modified Certified Device for re-certification in accordance with the OD Certification Process. Customer shall be responsible for any fees or costs charged by its designated authorized third-party lab.

(c) If Carrier does not re-certify the Certified Devices by the end of the certification period or after modification, if applicable, Carrier will not activate additional devices on the Carrier network.

(d) IN CERTIFYING EQUIPMENT, CARRIER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, NON-INFRINGEMENT, CONDITION OR QUALITY OF THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES.

(e) For purposes of the Agreement, "**Certified**" means that a sample of a particular model of Equipment has been evaluated in accordance with the Carrier Equipment testing process or the OD Certification process and the model represented by such sample has been determined to be acceptable for use on the Carrier network. Certified does not mean that Carrier has made any determinations as to the call quality or other functionality of such Equipment or in any way represents or warrants that such Equipment will operate: (i) without error on the Carrier network (including the network of any other carrier accessed while roaming or otherwise); (ii) on such network without periodic upgrades or modifications; or (iii) indefinitely on such network.

2. The Equipment shall: (a) have a grant of certification under the FCC equipment authorization rules in 47 CFR Part 2; (b) comply with all Cellular Telecommunications & Internet Association ("**CTIA**") guidelines for radio frequency ("**RF**") emissions and specific absorption rate ("**SAR**") level disclosure; and (c) be authenticatable in compliance with CTIA guidelines for random A-Key authentication as such guidelines may be amended from time-to-time.

3. Customer shall ensure that all Equipment activated on the Carrier network is assigned a unique Equipment ID.

4. All Equipment supporting 4G and higher data transmission services must be compatible with Carrier's Over-the-Air ("**OTA**") parameter administration ("**OTAPA**") and Carrier's OTA service provisioning ("**OTASP**"), to allow remote configuration of services, including service activation and access on the Verizon network and Carrier's roaming partners' network(s). All Equipment utilizing LTE or 5G for IoT transmission must be compatible with Carrier's OTA device management ("**OTADM**") or Lightweight M2M ("**LWM2M**") protocol, as applicable, which allows Customer to remotely manage such Equipment in the field and also allows for firmware updates, enabling of services, and application of configuration updates to Customer's Equipment. Customer is responsible for (i) ensuring the latest original equipment manufacturer ("**OEM**") firmware including adequate security, to prevent the Equipment and any information contained on the Equipment, from unauthorized access, use, destruction, modification or disclosure, and (ii) any data usage charges associated with an OTA security or firmware upgrade. Customer must utilize a firmware over-the-air ("**FOTA**") service that allows Customer to provide network and radio layer updates to Customer's Equipment. Equipment purchased from Carrier typically supports Carrier's FOTA service which Customer may elect to subscribe to in order to manage FOTA updates. Subscribing to Carrier's FOTA service, where applicable, will enable Carrier to assist Customer in performing FOTA updates to Customer's Equipment, as necessary, to keep the Equipment functional on Verizon's network if Customer have no other means to update the Equipment firmware. Should Customer fail to comply with this section, Carrier will take any action necessary to protect its network.

WIRELESS SALES AGREEMENT

This Wireless Sales Agreement ("**Agreement**") is dated as of this 9th day of February (the "**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and AITKIN COUNTY, having an address of 218 1ST ST NW, AITKIN, MN 56431-1260. ("**Customer**"). MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Building /Equipment Information:

Building Name	Building Address	Elevator ID or Serial #	Elevator Location	# of Cellular Devices
AITKIN COUNTY SHERIFFS DEPARTM	217 2ND STREET NW AITKIN MN 56431	MN06945	ELEV - GOVERNMENT CENTER	1

1. Purchase Price

Customer shall pay to MEI the amount of **\$1,284.00** for the Initial Term, which will be billed **annually**. This amount covers the initial equipment fees and service for the first year of the Initial Term. Thereafter, Customer shall deliver to MEI payments in the amount of MEI's then-current rates for the Wireless Services ONLY ("**Wireless Service & Device Monitoring Fees**"), payable in the same frequency specified above. This proposed pricing is only valid if signed within ninety (90) days from date of proposal as stated in the first page of this Agreement.

- Equipment Fees: 1 Cellular Device(s) & Install x \$600 per Cellular Device = **\$600.00**
 - Equipment Fees are a one-time fee to purchase the equipment needed to fulfill this agreement; however, this fee is exclusive of the need for additional equipment.
- Wireless Service & Device Monitoring Fees: 1 Cellular Device(s) \$684.00 per Cellular Device = **\$684.00**
 - The Wireless Service & Device Monitoring Annual Fee listed above is for the first year of the Initial Term. This is exclusive of applicable taxes and shall be adjusted by MEI on an annual basis.

2. TERM AND TERMINATION

Each of the Services will be provided for the term starting on the first of the month following device installation and continuing for 12 months thereafter (the "**Initial Term**"). Upon expiration of the Initial Term, the term shall automatically renew on an annual basis (each a "**Renewal Term**", and together with the Initial Term, "**Term**"), unless either Party gives the other Party written notice of its intent to terminate this Agreement at least 30 days prior to the expiration of the then current term.

Except as provided in the last sentence of this Section 2, if this Agreement is terminated for any reason before the end of the Initial Term, or before the equipment portion of the Agreement is fully paid for by Customer, a final equipment billing will be created and will become immediately due and payable to MEI. Additionally, if this Agreement is terminated, for any reason not permitted by the Agreement or if MEI terminates its service or this Agreement due to Customer's Event of Default, an early termination charge will become immediately due and payable to MEI for the Service(s) involved, and Customer agrees to pay 100% of the Fees due for remaining months in the Term. Customer agrees the early termination charge: (i) is a fair estimate of the damages to MEI and is not a penalty; and (ii) shall be paid to MEI not later than the later of any due date identified on the invoice or twenty (20) days after the date the affected Service is terminated. Notwithstanding the foregoing, if MEI's wireless carrier is not able to provide service coverage to the building, either Party may terminate this Agreement upon 15 days advance written notice to the other Party, with such party having cure rights during such 15-day period.

3. PAYMENT TERMS

All Fees are due and payable to MEI upon receipt of invoice. If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Fee invoices issued under this Agreement will be billed as of the first business day of the Service cycle, for Services to be provided during said cycle.

4. ADDITIONAL TERMS

The provision of Services and payment therefore is subject to, and Customer agrees to be bound by, the MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS ("**T&C**"), as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, and the T&C, the Agreement shall govern and supersede the T&C.

Signatures: Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this Agreement have been duly authorized; and (c) the persons signing this Agreement are authorized to do so.

MEI Total Elevator Solutions

By: _____
Signature: _____
Title: _____
Date: _____

Accepted by:
(CUSTOMER)

By: _____
Signature: _____
Title: _____
Date: _____

MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS

1. Controlling Terms & Conditions. The terms of this Wireless Sales Agreement ("**Agreement**") prevail over any contradictory terms and conditions in any purchase order, acceptance acknowledgment, or other form used in the performance of this Agreement. To the extent Customer's purchase order or any other statement of Customer contains any terms or conditions in addition to or different from the terms of this Agreement, such terms and conditions: (i) are hereby rejected by MEI and waived by Customer, and (ii) shall not affect this Agreement nor be binding upon MEI. Neither MEI's delivery of the Equipment and the Services described in the Agreement (the "**Product**") nor any other action at any time on the part of MEI shall constitute acceptance of additional or different terms. Customer's written acknowledgment of an Agreement or commencement of performance, including Customer's use of any Product provided by MEI, will constitute acceptance of the terms and conditions of this Agreement. In the event of any conflict between these Terms and the Agreement, the terms of the Agreement shall govern.

2. Standard Warranty. MEI warrants that the Product, including materials and equipment to be furnished as part of the installation by MEI, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "**Standard Warranty**"). This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation by others, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-mechanic after the completion of the installation; or (vi) Customer's failure to properly clean or care for the Product after completion of the installation. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Purchase and Payment. Pursuant to the Agreement, Customer agrees to purchase, the Product or Services described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee. If in MEI's reasonable judgment, Customer's financial condition or any other circumstance causes MEI to be insecure with respect to Customer's performance of any obligation under this Agreement, MEI may accelerate and demand immediate payment of any amounts owed MEI, suspend performance, or require cash payment or satisfactory security.

4. Shipment Terms & Risk of Loss. All shipments shall be made FOB MEI's docks in Mankato, MN, and title to and all risk of loss concerning the Product shall pass to Customer upon the delivery of the Product to the carrier. Customer shall at its sole cost and expense, be responsible for obtaining all licenses and permits and for satisfying all formalities as may be required to import the goods into any other country in accordance with then prevailing laws, rules and regulations. Any extra charge incurred for additional services, including loading, storage and handling, will be paid by Customer. The delivery dates specified in this Agreement are estimates only and MEI's failure to meet the same shall not be deemed a breach of this Agreement. Delays in securing Customer's approval of any matter shall, at MEI's discretion, extend the date of delivery.

5. Inspection & Acceptance. Customer shall promptly inspect all shipments after arrival of the Product at the original shipping destination and notify MEI in writing within three (3) days of arrival, of any shortages or other failures to conform to this Agreement. Customer shall allow MEI a reasonable opportunity to inspect such Product to enable MEI to verify the alleged nonconformity. Customer's failure to timely notify MEI in writing of any alleged nonconformity of the Product shall constitute an immediate and irrevocable acceptance of the Product. Customer's rejection of any Product shall not shift risk of loss of such Product until the Product is returned to MEI, freight prepaid, pursuant to MEI's written authorization.

6. Use of Equipment. Customer is responsible for the use of all Equipment and applications in connection with the applicable Service (including any downstream use and use of the Services in a manner not intended by Customer) and ensuring that Customer's use thereof is in compliance with the terms and conditions set forth in Section 12 hereof. Customer acknowledges that non-compliance or misuse of the Equipment or Services may cause transmissions to fail, be blocked or misrouted, result in Service not intended by Customer and/or may subject Customer to additional charges beyond those set forth in the Agreement. MEI shall have no liability for Customer's Equipment or Customer's failure to maintain or meet requirements applicable to Customer's Equipment. Under no circumstances shall MEI be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Customer. Notwithstanding anything contained in the Agreement or these Terms, if any Equipment is altered, modified, or misused by Customer (or any party under Customer's direction or control), MEI may terminate the Agreement immediately upon written notice to Customer.

7. DISCLAIMER OF WARRANTIES. MEI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE (INCLUDING THAT THE SERVICES ARE ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES) OR NON-INFRINGEMENT OF THE SERVICES OR EQUIPMENT OR THEIR USE. MEI hereby assigns to Customer any transferable warranties with respect to the Equipment that are made by the manufacturer of such Equipment to MEI.

8. LIMITATION OF LIABILITY. MEI SHALL HAVE NO LIABILITY TO ANY PERSON FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES, OR LOSSES RELATED TO LOSS OF TIME, LABOR CHARGES OR OTHER EXPENSES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE AND DEVICE MONITORING; FAILURES OR DEFECTS IN WIRELESS NETWORK OR SYSTEMS, USE OF THE EQUIPMENT OR SERVICE, OR DISABLING OF EQUIPMENT, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL MEI BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL MEI'S LIABILITY HEREUNDER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT IN RESPECT OF WHICH THE CLAIM IS MADE. No action may be brought by Customer against MEI after one (1) year from the date of delivery of the Product, and Customer agrees that this provision shall be grounds for dismissal of any suit or claim asserted by Customer after such time.

9. Indemnification. Customer shall indemnify (and at MEI's option, defend) and hold MEI, its affiliates and their respective officers, directors, agents and employees harmless from any and all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "**Claims**"), arising out of or relating to: (a) Customer's use, misuse or disposal of the Products; (b) Customer's non-compliance with any law; and (c) breach of these Terms by Customer.

10. Other Limitations. All technical advice and recommendations are: (a) furnished by MEI gratis, (b) believed by MEI to be reliable; and (c) intended for use by persons having skill and know how, at their own risk, and MEI assumes no responsibility for, and is not liable for, or (d) damages incurred from their use by Customer. Any plans and specifications prepared or modified by MEI: (a) are exclusively for the Product, (b) may not be used by Customer or others for any purpose; and (c) must be reviewed and confirmed by Customer as adequate for Customer's intended use and purpose. MEI is not responsible for discovering deficiencies in Customer's plans or designs. Customer is exclusively responsible for analysis of Product impact on any building / structure design.

11. Default & Remedies. An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; (v) Customer has taken or allowed any action or permitted any condition, that has compromised the health, safety, or code compliance of the Product or Service; or (vi) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

12. General Provisions.

a. **Intellectual Property; Confidentiality.** All specifications, documentation and any other intellectual property involved in the manufacturing the Product is the property of MEI. All non-public, confidential or proprietary information of MEI is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized in advance by MEI in writing.

b. **Assignment.** Customer may not assign its rights or obligations under this Agreement to any third party, by operation of law or otherwise, without MEI's prior written consent.

c. **Force Majeure.** MEI shall not be liable to Customer for any delay or failure of delivery of Product or other nonperformance caused in whole or part by any contingency or event beyond MEI's reasonable control, including without limitation, acts of any government or any agency or subdivision thereof, war, riots, acts of God, pandemic or epidemic, machinery breakage, or any shortage of or inability to secure labor, transportation facilities, fuel, energy, raw materials, supplies, or machinery at reasonable prices or from regular sources. In the event of the occurrence of any of the foregoing, MEI may distribute its available goods among its customers on such a basis as MEI shall deem fair and equitable, without liability to Customer.

d. **Modification & Waiver.** No addition to, or modification or waiver of, any provision of this Agreement shall be binding upon MEI unless set forth in a written document signed by MEI. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

e. **Governing Law; Forum; WAIVER OF JURY TRIAL.** The validity, operation, and performance of this Agreement (including all matters arising out of or relating to this Agreement) shall be governed and controlled by the laws of the State of Minnesota and the United States of America, notwithstanding conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any claim, cause of action, suit or demand allegedly arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Minneapolis, Minnesota, and the parties irrevocably consent to jurisdiction in, and venue of such courts. CUSTOMER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

f. **Material Terms.** Customer agrees that these Terms are a material part of the transaction between and MEI, and without Customer agreeing to be bound by all of the Terms, MEI would not have sold the Products or provided the services on terms (including price) as favorable to Customer as are contained in the Agreement.

13. Services Provisions. Customer's use of the wireless services must be consistent with all wireless carrier rules and regulations. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless Service operation. Customer will comply in all material respects, with all federal, state and local laws, rules, regulations and ordinances applicable to Customer, and the Services and Equipment provided hereunder. All Customer equipment must meet, at Customers' expense, all industry standards and technical requirements for compatibility, as determined by MEI or its wireless carrier, which may be modified from time to time. The current standards and technical requirements are attached hereto as Attachment A. Notwithstanding anything to the contrary contained herein, if Customer alters, switches or replaces any MEI provided cellular device or equipment with any other device (even if the same meet the requirements set forth in Attachment A,) then: (a) MEI shall have no obligation, responsibility or liability with respect to the operability or compatibility of such customer devices; and (B) Customer is solely responsible for monitoring its devices and equipment.

ATTACHMENT A to MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS

All Customer Equipment shall comply with the following requirements

1. Equipment shall be Certified (as defined below) by Carrier for use on its network according to its specifications, which Carrier may change from time to time.

(a) If Customer Equipment is not certified, Carrier shall work with Customer's designated vendors to select a device that has already been certified by Carrier through its Open Development ("OD") Certification Process ("**Certified Devices**") or to determine if the Equipment can be Certified. If device certification is required, Customer shall review the certification requirements on the OD portal or contact Carrier's authorized third-party lab for Equipment testing prior to certification. Any fees or costs charged by the authorized third-party lab shall be borne by Customer.

(b) Before Customer makes any modifications to previously Certified Devices, Customer shall review such modifications with their Carrier OD Device manager. Customer may be required to resubmit the modified Certified Device for re-certification in accordance with the OD Certification Process. Customer shall be responsible for any fees or costs charged by its designated authorized third-party lab.

(c) If Carrier does not re-certify the Certified Devices by the end of the certification period or after modification, if applicable, Carrier will not activate additional devices on the Carrier network.

(d) IN CERTIFYING EQUIPMENT, CARRIER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, NON-INFRINGEMENT, CONDITION OR QUALITY OF THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES.

(e) For purposes of the Agreement, "**Certified**" means that a sample of a particular model of Equipment has been evaluated in accordance with the Carrier Equipment testing process or the OD Certification process and the model represented by such sample has been determined to be acceptable for use on the Carrier network. Certified does not mean that Carrier has made any determinations as to the call quality or other functionality of such Equipment or in any way represents or warrants that such Equipment will operate: (i) without error on the Carrier network (including the network of any other carrier accessed while roaming or otherwise); (ii) on such network without periodic upgrades or modifications; or (iii) indefinitely on such network.

2. The Equipment shall: (a) have a grant of certification under the FCC equipment authorization rules in 47 CFR Part 2; (b) comply with all Cellular Telecommunications & Internet Association ("**CTIA**") guidelines for radio frequency ("**RF**") emissions and specific absorption rate ("**SAR**") level disclosure; and (c) be authenticatable in compliance with CTIA guidelines for random A-Key authentication as such guidelines may be amended from time-to-time.

3. Customer shall ensure that all Equipment activated on the Carrier network is assigned a unique Equipment ID.

4. All Equipment supporting 4G and higher data transmission services must be compatible with Carrier's Over-the-Air ("**OTA**") parameter administration ("**OTAPA**") and Carrier's OTA service provisioning ("**OTASP**"), to allow remote configuration of services, including service activation and access on the Verizon network and Carrier's roaming partners' network(s). All Equipment utilizing LTE or 5G for IoT transmission must be compatible with Carrier's OTA device management ("**OTADM**") or Lightweight M2M ("**LWM2M**") protocol, as applicable, which allows Customer to remotely manage such Equipment in the field and also allows for firmware updates, enabling of services, and application of configuration updates to Customer's Equipment. Customer is responsible for (i) ensuring the latest original equipment manufacturer ("**OEM**") firmware including adequate security, to prevent the Equipment and any information contained on the Equipment, from unauthorized access, use, destruction, modification or disclosure, and (ii) any data usage charges associated with an OTA security or firmware upgrade. Customer must utilize a firmware over-the-air ("**FOTA**") service that allows Customer to provide network and radio layer updates to Customer's Equipment. Equipment purchased from Carrier typically supports Carrier's FOTA service which Customer may elect to subscribe to in order to manage FOTA updates. Subscribing to Carrier's FOTA service, where applicable, will enable Carrier to assist Customer in performing FOTA updates to Customer's Equipment, as necessary, to keep the Equipment functional on Verizon's network if Customer have no other means to update the Equipment firmware. Should Customer fail to comply with this section, Carrier will take any action necessary to protect its network.

WIRELESS SALES AGREEMENT

This Wireless Sales Agreement ("**Agreement**") is dated as of this 9th day of February (the "**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and AITKIN COUNTY - HEALTH & HUMAN, having an address of 204 1ST ST NW, AITKIN, MN 56431-1260. ("**Customer**"). MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Building /Equipment Information:

Building Name	Building Address	Elevator ID or Serial #	Elevator Location	# of Cellular Devices
AITKIN COUNTY - HEALTH & HUMAN	201 1ST ST AITKIN MN 56431	MN17312	ELEV - HEALTH & HUMAN SERVICE	1

1. Purchase Price

Customer shall pay to MEI the amount of **\$1,284.00** for the Initial Term, which will be billed **annually**. This amount covers the initial equipment fees and service for the first year of the Initial Term. Thereafter, Customer shall deliver to MEI payments in the amount of MEI's then-current rates for the Wireless Services ONLY ("**Wireless Service & Device Monitoring Fees**"), payable in the same frequency specified above. This proposed pricing is only valid if signed within ninety (90) days from date of proposal as stated in the first page of this Agreement.

- Equipment Fees: 1 Cellular Device(s) & Install x \$600 per Cellular Device = **\$600.00**
 - Equipment Fees are a one-time fee to purchase the equipment needed to fulfill this agreement; however, this fee is exclusive of the need for additional equipment.
- Wireless Service & Device Monitoring Fees: 1 Cellular Device(s) \$684.00 per Cellular Device = **\$684.00**
 - The Wireless Service & Device Monitoring Annual Fee listed above is for the first year of the Initial Term. This is exclusive of applicable taxes and shall be adjusted by MEI on an annual basis.

2. TERM AND TERMINATION

Each of the Services will be provided for the term starting on the first of the month following device installation and continuing for 12 months thereafter (the "**Initial Term**"). Upon expiration of the Initial Term, the term shall automatically renew on an annual basis (each a "**Renewal Term**", and together with the Initial Term, "**Term**"), unless either Party gives the other Party written notice of its intent to terminate this Agreement at least 30 days prior to the expiration of the then current term.

Except as provided in the last sentence of this Section 2, if this Agreement is terminated for any reason before the end of the Initial Term, or before the equipment portion of the Agreement is fully paid for by Customer, a final equipment billing will be created and will become immediately due and payable to MEI. Additionally, if this Agreement is terminated, for any reason not permitted by the Agreement or if MEI terminates its service or this Agreement due to Customer's Event of Default, an early termination charge will become immediately due and payable to MEI for the Service(s) involved, and Customer agrees to pay 100% of the Fees due for remaining months in the Term. Customer agrees the early termination charge: (i) is a fair estimate of the damages to MEI and is not a penalty; and (ii) shall be paid to MEI not later than the later of any due date identified on the invoice or twenty (20) days after the date the affected Service is terminated. Notwithstanding the foregoing, if MEI's wireless carrier is not able to provide service coverage to the building, either Party may terminate this Agreement upon 15 days advance written notice to the other Party, with such party having cure rights during such 15-day period.

3. PAYMENT TERMS

All Fees are due and payable to MEI upon receipt of invoice. If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Fee invoices issued under this Agreement will be billed as of the first business day of the Service cycle, for Services to be provided during said cycle.

4. ADDITIONAL TERMS

The provision of Services and payment therefore is subject to, and Customer agrees to be bound by, the MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS ("**T&C**"), as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, and the T&C, the Agreement shall govern and supersede the T&C.

Signatures: Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this Agreement have been duly authorized; and (c) the persons signing this Agreement are authorized to do so.

MEI Total Elevator Solutions

By: _____

Signature: _____

Title: _____

Date: _____

Accepted by:

(CUSTOMER)

By: _____

Signature: _____

Title: _____

Date: _____

MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS

1. Controlling Terms & Conditions. The terms of this Wireless Sales Agreement ("**Agreement**") prevail over any contradictory terms and conditions in any purchase order, acceptance acknowledgment, or other form used in the performance of this Agreement. To the extent Customer's purchase order or any other statement of Customer contains any terms or conditions in addition to or different from the terms of this Agreement, such terms and conditions: (i) are hereby rejected by MEI and waived by Customer, and (ii) shall not affect this Agreement nor be binding upon MEI. Neither MEI's delivery of the Equipment and the Services described in the Agreement (the "**Product**") nor any other action at any time on the part of MEI shall constitute acceptance of additional or different terms. Customer's written acknowledgment of an Agreement or commencement of performance, including Customer's use of any Product provided by MEI, will constitute acceptance of the terms and conditions of this Agreement. In the event of any conflict between these Terms and the Agreement, the terms of the Agreement shall govern.

2. Standard Warranty. MEI warrants that the Product, including materials and equipment to be furnished as part of the installation by MEI, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "**Standard Warranty**"). This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation by others, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-mechanic after the completion of the installation; or (vi) Customer's failure to properly clean or care for the Product after completion of the installation. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Purchase and Payment. Pursuant to the Agreement, Customer agrees to purchase, the Product or Services described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee. If in MEI's reasonable judgment, Customer's financial condition or any other circumstance causes MEI to be insecure with respect to Customer's performance of any obligation under this Agreement, MEI may accelerate and demand immediate payment of any amounts owed MEI, suspend performance, or require cash payment or satisfactory security.

4. Shipment Terms & Risk of Loss. All shipments shall be made FOB MEI's docks in Mankato, MN, and title to and all risk of loss concerning the Product shall pass to Customer upon the delivery of the Product to the carrier. Customer shall at its sole cost and expense, be responsible for obtaining all licenses and permits and for satisfying all formalities as may be required to import the goods into any other country in accordance with then prevailing laws, rules and regulations. Any extra charge incurred for additional services, including loading, storage and handling, will be paid by Customer. The delivery dates specified in this Agreement are estimates only and MEI's failure to meet the same shall not be deemed a breach of this Agreement. Delays in securing Customer's approval of any matter shall, at MEI's discretion, extend the date of delivery.

5. Inspection & Acceptance. Customer shall promptly inspect all shipments after arrival of the Product at the original shipping destination and notify MEI in writing within three (3) days of arrival, of any shortages or other failures to conform to this Agreement. Customer shall allow MEI a reasonable opportunity to inspect such Product to enable MEI to verify the alleged nonconformity. Customer's failure to timely notify MEI in writing of any alleged nonconformity of the Product shall constitute an immediate and irrevocable acceptance of the Product. Customer's rejection of any Product shall not shift risk of loss of such Product until the Product is returned to MEI, freight prepaid, pursuant to MEI's written authorization.

6. Use of Equipment. Customer is responsible for the use of all Equipment and applications in connection with the applicable Service (including any downstream use and use of the Services in a manner not intended by Customer) and ensuring that Customer's use thereof is in compliance with the terms and conditions set forth in Section 12 hereof. Customer acknowledges that non-compliance or misuse of the Equipment or Services may cause transmissions to fail, be blocked or misrouted, result in Service not intended by Customer and/or may subject Customer to additional charges beyond those set forth in the Agreement. MEI shall have no liability for Customer's Equipment or Customer's failure to maintain or meet requirements applicable to Customer's Equipment. Under no circumstances shall MEI be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Customer. Notwithstanding anything contained in the Agreement or these Terms, if any Equipment is altered, modified, or misused by Customer (or any party under Customer's direction or control), MEI may terminate the Agreement immediately upon written notice to Customer.

7. DISCLAIMER OF WARRANTIES. MEI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE (INCLUDING THAT THE SERVICES ARE ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES) OR NON-INFRINGEMENT OF THE SERVICES OR EQUIPMENT OR THEIR USE. MEI hereby assigns to Customer any transferable warranties with respect to the Equipment that are made by the manufacturer of such Equipment to MEI.

8. LIMITATION OF LIABILITY. MEI SHALL HAVE NO LIABILITY TO ANY PERSON FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES, OR LOSSES RELATED TO LOSS OF TIME, LABOR CHARGES OR OTHER EXPENSES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE AND DEVICE MONITORING; FAILURES OR DEFECTS IN WIRELESS NETWORK OR SYSTEMS, USE OF THE EQUIPMENT OR SERVICE, OR DISABLING OF EQUIPMENT, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL MEI BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL MEI'S LIABILITY HEREUNDER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT IN RESPECT OF WHICH THE CLAIM IS MADE. No action may be brought by Customer against MEI after one (1) year from the date of delivery of the Product, and Customer agrees that this provision shall be grounds for dismissal of any suit or claim asserted by Customer after such time.

9. Indemnification. Customer shall indemnify (and at MEI's option, defend) and hold MEI, its affiliates and their respective officers, directors, agents and employees harmless from any and all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "**Claims**"), arising out of or relating to: (a) Customer's use, misuse or disposal of the Products; (b) Customer's non-compliance with any law; and (c) breach of these Terms by Customer.

10. Other Limitations. All technical advice and recommendations are: (a) furnished by MEI gratis, (b) believed by MEI to be reliable; and (c) intended for use by persons having skill and know how, at their own risk, and MEI assumes no responsibility for, and is not liable for, or (d) damages incurred from their use by Customer. Any plans and specifications prepared or modified by MEI: (a) are exclusively for the Product, (b) may not be used by Customer or others for any purpose; and (c) must be reviewed and confirmed by Customer as adequate for Customer's intended use and purpose. MEI is not responsible for discovering deficiencies in Customer's plans or designs. Customer is exclusively responsible for analysis of Product impact on any building / structure design.

11. Default & Remedies. An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; (v) Customer has taken or allowed any action or permitted any condition, that has compromised the health, safety, or code compliance of the Product or Service; or (vi) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

12. General Provisions.

a. **Intellectual Property; Confidentiality.** All specifications, documentation and any other intellectual property involved in the manufacturing the Product is the property of MEI. All non-public, confidential or proprietary information of MEI is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized in advance by MEI in writing.

b. **Assignment.** Customer may not assign its rights or obligations under this Agreement to any third party, by operation of law or otherwise, without MEI's prior written consent.

c. **Force Majeure.** MEI shall not be liable to Customer for any delay or failure of delivery of Product or other nonperformance caused in whole or part by any contingency or event beyond MEI's reasonable control, including without limitation, acts of any government or any agency or subdivision thereof, war, riots, acts of God, pandemic or epidemic, machinery breakage, or any shortage of or inability to secure labor, transportation facilities, fuel, energy, raw materials, supplies, or machinery at reasonable prices or from regular sources. In the event of the occurrence of any of the foregoing, MEI may distribute its available goods among its customers on such a basis as MEI shall deem fair and equitable, without liability to Customer.

d. **Modification & Waiver.** No addition to, or modification or waiver of, any provision of this Agreement shall be binding upon MEI unless set forth in a written document signed by MEI. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

e. **Governing Law; Forum; WAIVER OF JURY TRIAL.** The validity, operation, and performance of this Agreement (including all matters arising out of or relating to this Agreement) shall be governed and controlled by the laws of the State of Minnesota and the United States of America, notwithstanding conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any claim, cause of action, suit or demand allegedly arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Minneapolis, Minnesota, and the parties irrevocably consent to jurisdiction in, and venue of such courts. CUSTOMER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

f. **Material Terms.** Customer agrees that these Terms are a material part of the transaction between and MEI, and without Customer agreeing to be bound by all of the Terms, MEI would not have sold the Products or provided the services on terms (including price) as favorable to Customer as are contained in the Agreement.

13. Services Provisions. Customer's use of the wireless services must be consistent with all wireless carrier rules and regulations. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless Service operation. Customer will comply in all material respects, with all federal, state and local laws, rules, regulations and ordinances applicable to Customer, and the Services and Equipment provided hereunder. All Customer equipment must meet, at Customers' expense, all industry standards and technical requirements for compatibility, as determined by MEI or its wireless carrier, which may be modified from time to time. The current standards and technical requirements are attached hereto as Attachment A. Notwithstanding anything to the contrary contained herein, if Customer alters, switches or replaces any MEI provided cellular device or equipment with any other device (even if the same meet the requirements set forth in Attachment A,) then: (a) MEI shall have no obligation, responsibility or liability with respect to the operability or compatibility of such customer devices; and (B) Customer is solely responsible for monitoring its devices and equipment.

ATTACHMENT A to MEI WIRELESS SALE AGREEMENT TERMS AND CONDITIONS

All Customer Equipment shall comply with the following requirements

1. Equipment shall be Certified (as defined below) by Carrier for use on its network according to its specifications, which Carrier may change from time to time.

(a) If Customer Equipment is not certified, Carrier shall work with Customer's designated vendors to select a device that has already been certified by Carrier through its Open Development ("OD") Certification Process ("**Certified Devices**") or to determine if the Equipment can be Certified. If device certification is required, Customer shall review the certification requirements on the OD portal or contact Carrier's authorized third-party lab for Equipment testing prior to certification. Any fees or costs charged by the authorized third-party lab shall be borne by Customer.

(b) Before Customer makes any modifications to previously Certified Devices, Customer shall review such modifications with their Carrier OD Device manager. Customer may be required to resubmit the modified Certified Device for re-certification in accordance with the OD Certification Process. Customer shall be responsible for any fees or costs charged by its designated authorized third-party lab.

(c) If Carrier does not re-certify the Certified Devices by the end of the certification period or after modification, if applicable, Carrier will not activate additional devices on the Carrier network.

(d) IN CERTIFYING EQUIPMENT, CARRIER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, NON-INFRINGEMENT, CONDITION OR QUALITY OF THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES.

(e) For purposes of the Agreement, "**Certified**" means that a sample of a particular model of Equipment has been evaluated in accordance with the Carrier Equipment testing process or the OD Certification process and the model represented by such sample has been determined to be acceptable for use on the Carrier network. Certified does not mean that Carrier has made any determinations as to the call quality or other functionality of such Equipment or in any way represents or warrants that such Equipment will operate: (i) without error on the Carrier network (including the network of any other carrier accessed while roaming or otherwise); (ii) on such network without periodic upgrades or modifications; or (iii) indefinitely on such network.

2. The Equipment shall: (a) have a grant of certification under the FCC equipment authorization rules in 47 CFR Part 2; (b) comply with all Cellular Telecommunications & Internet Association ("**CTIA**") guidelines for radio frequency ("**RF**") emissions and specific absorption rate ("**SAR**") level disclosure; and (c) be authenticatable in compliance with CTIA guidelines for random A-Key authentication as such guidelines may be amended from time-to-time.

3. Customer shall ensure that all Equipment activated on the Carrier network is assigned a unique Equipment ID.

4. All Equipment supporting 4G and higher data transmission services must be compatible with Carrier's Over-the-Air ("**OTA**") parameter administration ("**OTAPA**") and Carrier's OTA service provisioning ("**OTASP**"), to allow remote configuration of services, including service activation and access on the Verizon network and Carrier's roaming partners' network(s). All Equipment utilizing LTE or 5G for IoT transmission must be compatible with Carrier's OTA device management ("**OTADM**") or Lightweight M2M ("**LWM2M**") protocol, as applicable, which allows Customer to remotely manage such Equipment in the field and also allows for firmware updates, enabling of services, and application of configuration updates to Customer's Equipment. Customer is responsible for (i) ensuring the latest original equipment manufacturer ("**OEM**") firmware including adequate security, to prevent the Equipment and any information contained on the Equipment, from unauthorized access, use, destruction, modification or disclosure, and (ii) any data usage charges associated with an OTA security or firmware upgrade. Customer must utilize a firmware over-the-air ("**FOTA**") service that allows Customer to provide network and radio layer updates to Customer's Equipment. Equipment purchased from Carrier typically supports Carrier's FOTA service which Customer may elect to subscribe to in order to manage FOTA updates. Subscribing to Carrier's FOTA service, where applicable, will enable Carrier to assist Customer in performing FOTA updates to Customer's Equipment, as necessary, to keep the Equipment functional on Verizon's network if Customer have no other means to update the Equipment firmware. Should Customer fail to comply with this section, Carrier will take any action necessary to protect its network.