



Reassurance Solutions, LLC
PO BOX 766
Benton, KY 42025
info@reassurancesolutions.com

Customer Billing Address: Beltrami County Sheriff's Office 613 Minnesota Avenue NW Bemidji, MN 56601 Contact Name: Scott Winger Phone: 218-333-4181 Email: scott.winger@co.beltrami.mn.us			Date: 7/28/2026 Seller Rep: Darin Young
Product	Quantity	Price Each (USD)	Extension
XK300 Sensor	33	\$4,000.00	\$132,000.00
Gateway	17	\$250.00	\$4,250.00
3 Year Data Access	33	\$3,240.00	\$106,920.00
Subtotal			\$243,170.00
Installation Package			\$41,250.00
Total Amount Due			\$284,420.00

TERMS AND CONDITIONS OF SALE

Customer acknowledges purchase of the above itemized Products and agrees that the following Terms and Conditions of Sale govern Customer's purchase of the Products from Reassurance Solutions ("Seller"), including all components, technology, and software.

I. Product Manufacturer. Customer understands and acknowledges that the Products sold herein are manufactured by Xandar Kardian, Inc., a Delaware corporation with a business address of 17 State Street, #4000, New York, NY 10004 (the "Product Manufacturer"), and that Seller has no corporate affiliation with the Product Manufacturer and is not responsible for the design, manufacture, functionality, or operation of the Products.

II. Product Implementation. Customer shall engage with Reassurance Solutions to schedule and allow access for installation of required cabling, cable termination, conduit installation and



all required hardware for turnup of service (collectively Platinum Installation Package). In the event the Customer elects to use an outside contractor or an internal resource for cable installation, the Customer is solely responsible for ensuring the cable quality and installation meets the specifications outlined in a separate document that will be provided if you choose this option. Customer will be solely responsible and charged for time and materials for any cabling and/or conduit that requires replacement due to out-of-specification installation or cable quality. Customer will be responsible for a power outlet/receptacle (15A, 110/120V 5-15R receptacle; 20A is also acceptable) for all gateways within 40 feet of each sensor. Also, customer is responsible to provide one network port per gateway on a customer provided switch(es) with one IP address per gateway. The network switch must be within 100M (~300 feet) of the gateway for installation and implementation of the Xander Kardian product.

III. Data Access Tech Support Term and Fees. Customer agrees to pay to Seller a one-time software support fee as charged in the invoice (Data Access Fee) with Customer's first 36 months included and due as part of the Total Amount due under this Invoice. At the end of the thirty-six (36) month Term, Customer's access to Product Manufacturer software support services shall renew for one-year Terms upon Customer's payment of Seller's Invoice for such Annual Fee unless Customer gives Seller written notice of non-renewal at least sixty (60) days prior to the end of the then current Term or if Customer does not pay Seller invoice by any future anniversary date of the installation date. The Annual Subscription term begins at date of installation. Non-payment of the Annual Subscription will result in Customer access to the dashboard being removed for all users and Customer's hardware warranty will become void. Payment for Annual Subscription services, after an Annual Subscription lapses, will re-establish Customer access to the dashboard, but the hardware warranty will not be re-established. The hardware warranty is for a maximum of 5 years from the installation date.

In consideration for the Data Access Tech Support Fee, Customer shall have access to Product Manufacturer's direct provision of software support services to Customer and Seller's facilitation thereof, which facilitation shall be limited to escalating Customer's Product software service requests to the Product Manufacturer for direct resolution within twenty (24) hours of Seller's receipt of a service request. Customer service requests should be entered as described in training for escalation to the Product Manufacturer. Seller does not warranty support for the product or platform as Seller is a reseller who will do their best to help Customer. Manufacturer is responsible for product and platform support.

IV. NO WARRANTIES, REPRESENTATIONS OR LIABILITY. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER TO CUSTOMER, INCLUDING ANY POLITICAL SUBDIVISION (as defined by KRS 65.005) OF WHICH CUSTOMER IS A PART, ANY EMPLOYEE, OFFICER OR REPRESENTATIVE OF CUSTOMER, OR ANY SUCH POLITICAL SUBDIVISION, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING, WITHOUT LIMIT, ANY INDIVIDUAL UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, REGARDING ANY PRODUCT OR SERVICE SOLD TO OR SUBSCRIBED TO BY CUSTOMER HEREUNDER, OR TO WHICH CUSTOMER MAY LATER SUBSCRIBE OR PURCHASE FROM SELLER OR



THE PRODUCT MANUFACTURER, AND SELLER, FOR ITSELF, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMIT, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEGRITY, OPERABILITY, CONNECTIVITY, OR THAT THE PRODUCTS OR SERVICES OR DATA TRANSMITTED VIA THE PRODUCTS OR SERVICES WILL BE FREE OF DEFECTS OR ERRORS, TIMELY, UNINTERRUPTED, OR ACCURATE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICES OR THE PRODUCT MANUFACTURER'S TECHNOLOGY OR OTHER PROPERTY USED TO FURNISH THE PRODUCTS OR SERVICES, WILL BE FREE OF VIRUSES OR OTHER HARMFUL AGENTS. CUSTOMER FURTHER AGREES THAT SELLER IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, TO CUSTOMER OR ANY POLITICAL SUBDIVISION OF WHICH CUSTOMER IS A PART, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING ANY PERSON EMPLOYED BY, UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, FOR TRANSMISSION OF ANY DATA BY OR VIA THE PRODUCTS, NOR FOR THE CONTENT, ACCURACY OR TIMELINESS OF ANY SUCH TRANSMITTED DATA, NOR FOR THE OPERATION OR FAILURE TO OPERATE, OR ANY DEFECT, ERROR OR MALFUNCTION OF ANY PRODUCT OR SERVICE IMPLEMENTED AT CUSTOMER'S FACILITY, AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS TO THE FULL EXTENT PERMITTED BY LAW FOR AND FROM ALL THIRD-PARTY CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY AND ALL OF THE ABOVE.

V. Customer Responsibility. Customer agrees that following completion of implementation and integration of purchased equipment (collectively Implementation), all liability for use of the Xander Kardian product, including but not limited to; proper use, monitoring, periodic hardware condition and functionality evaluation and actionable response to alerts are the sole responsibility of the Customer. Reassurance Solutions will not and does not monitor the operating status, alert status or actionable response for any associated hardware required for using the Product Manufacturer's products.

VI. General. All notices required or permitted to be given by this Agreement shall be made in writing and shall be sent to the receiving party (whether Customer or Seller) by a recognized overnight commercial carrier or certified U.S. mail to the receiving party's address first given above or such other address as a party may specify from time to time in writing. This Agreement constitutes the entire agreement between Seller and Customer with respect to the Products and services described herein, and supersedes all prior understandings and agreements, including all prior invoices, whether written or oral, that relate to same. Any term of this Agreement may be amended, modified, or waived only with the written consent of both parties or their permitted successors and assigns. Should any provision of this Agreement be held by a Kentucky court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the Parties) to eliminate the illegal, invalid or unenforceable effect or to delete such provision if modification is not feasible,



and the remaining terms shall continue in full force and effect. This Agreement and all disputes arising under or related to it shall be governed by the laws of the Commonwealth of Kentucky. Each party in making and performing this Agreement is an independent contractor, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Neither party will assign its rights or delegate its obligations under this Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign its obligations under Section III above to any corporate affiliate of Seller. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., adobesign@adobesign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

By signing both parties acknowledge and agree to the above by Customer and Seller's authorized representatives signing below:

REASSURANCE SOLUTIONS, LLC	BELTRAMI COUNTY
Signature: 	Signature: 
Name: Jon Lloyd	Name: Scott Winger
Title: President	Title: Board Chair
Date: 08/10/2026	Date: 8-04-2026

To be filled in by Reassurance Solutions, LLC
Install Date: