




## ***HouseLink HL-10T***

### ***Installation and Operation Manual***



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This guide covers the mounting, wiring and activation of the HouseLink HL-10T interface.



This symbol means the text has extra importance since it is describing the importance of a feature or explaining a step to which you should pay close attention to avoid problems, or to which safety is a concern.

## COMPONENTS

A BinTrac system consists of a number of basic components:

### ***BinTrac Indicator (Version 3.16 or higher)***

This is the main unit of the BinTrac system. The BinTrac Indicator communicates with the Smart Summing Boxes to register the weight of feed in the bins and peripheral devices including HouseLink HL-10T. The feed level is computed and displayed on the LED bar graph. One BinTrac Indicator can display up to four feed bins.

### ***Load Cell Bracket***

Four or more load cell brackets allow the BinTrac Indicator to accurately measure the feed level in your bins. The summing box averages the signals from all brackets to minimize errors that could result from voids (holes) in the feed.

### ***Smart Summing Box***

One Smart Summing Box per bin communicates the current reading on the leg brackets to the BinTrac Indicator.

### ***BinTrac Power Supply***

This provides the power for the BinTrac system. The power supply converts the line voltage to low voltage.

### ***HouseLink Model HL-10T***

The HouseLink 10T (HL-10T) provides data from the BinTrac bin weighing system to your cellular phone via text message.

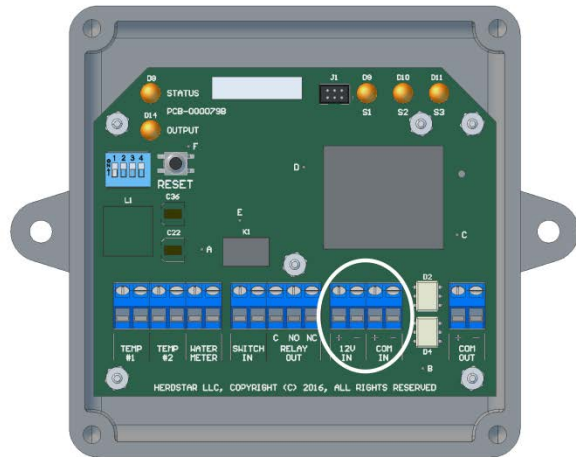
## INSTALLATION

### Mounting HouseLink HL-10T

The HouseLink HL-10T can be connected to single BinTrac Pro indicator with up to four bins active. BinTrac console must be setup for Station ID 1 and have software version 3.16 or higher to interface properly to HL10-T. To determine the software version and detailed instructions on changing the Station ID, please consult the BinTrac Operation Manual.

**Step 1:** The HouseLink HL-10T can be mounted indoors or outdoors. Be sure to mount where the wireless signal is the strongest. An antenna and cable assembly can be purchased separately to achieve the desired signal if needed.

### Wiring the HouseLink HL-10 Interface



HL-10T	BinTrac Indicator (COMM Port)
+12V (IN)	+12V
-12V (IN)	-12V
+COM (IN)	+12 SIG
-COM (IN)	-12 SIG

Table 1

**Step 2:** Connect the HouseLink HL10T interface to the BinTrac Indicator using the wiring guidelines in Table 1. BinTrac Pro indicator must be setup for Station ID 1 and have software version 3.16 or higher (Oct 2014) to interface properly to HL10-T.

**Step 3:** If using one or more temperature probes, connect the wires from the temperature probe to the HL-10T. When connecting the temperature probes, polarity does not matter. Simply connect the two wires to the terminal block. Repeat for second probe.

**Step 4:** If using a water meter, connect the two wires from the water meter to the HL-10T. When connecting the water meter wires, polarity does not matter. Simply connect the two wires to the terminal block.

**Step 5:** The terminal block for the switched input will require you to connect based on the type of relay you are connecting. If you have any questions, please contact us at 1-877-BINTRAC.

## SETUP & CONFIGURATION

The HouseLink HL-10T will send a various text messages to your device based on the settings of the 4 position dipswitch.

### ***HL-10T Configuration Switch Block (4 position)***

The switches should be set based on what features of the HL-10T you are using. These need to be set prior to moving forward and will not need to be changed thereafter. Below are the settings

#### **Switch 1: Temperature Probe 2**

When set to the **ON** position the user will receive a text message for the temperature probe wired to the second terminal block (TEMP #2). If no temperature probe is being used, it should be set to the **OFF** position.

#### **Switch 2: Temperature Probe 1**

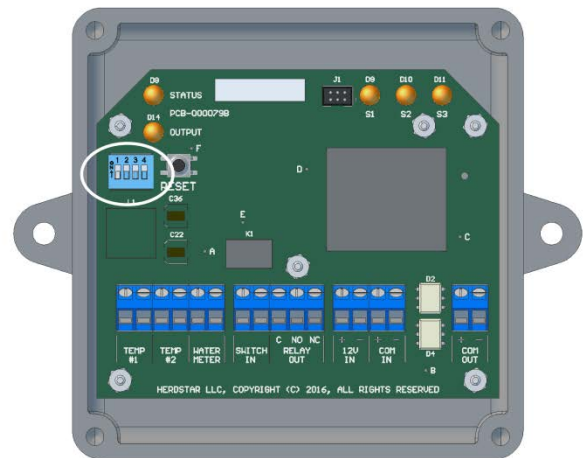
When set to the **ON** position the user will receive a text message for the temperature probe wired to the first terminal block (TEMP #1). If no temperature probe is being used, it should be set to the **OFF** position.

#### **Switch 3: Water Meter**

When set to the **ON** position the user will receive a text message for the water meter wired to the terminal block. If no water meter is being used, it should be set to the **OFF** position.

#### **Switch 4: Fahrenheit or Celsius**

When set to the **OFF** position (default) the temperature will display in **Fahrenheit**. When set to the **ON** position, the temperature will display in **Celsius**.



## RESET BUTTON

The reset button simply restarts the HL-10T.

## ACTIVATION



Once the HL-10T is completely wired, you will need the following information before you call.

All the information below is contained on the Service Agreement at the end of this manual. This will need to be faxed or emailed to (507) 344-8009 or [support@bintrac.com](mailto:support@bintrac.com). The HL-10T will not work until these steps are completed.

- ✓ First year payment of monthly subscription fee
- ✓ HL-10T mobile phone number (located on silver label)
- ✓ HL-10T MEID number (located on silver label)
- ✓ Up to (2) mobile numbers to receive the text messages

Once activated, the HL-10T will start sending text messages to the appropriate mobile numbers.

## STATUS LIGHTS

### STATUS:

- ✓ **FLASHING** – HL-10T is operating properly and communicating to BinTrac bin weighing system.
- ✓ **SOLID** – Power is on but the HL-10T is not communicating with the BinTrac bin weighing system.

### OUTPUT:

- ✓ **SOLID** – Switched input is ON or the connected relay is engaged.

### SIGNAL STRENGTH:

- ✓ **ON** – The number of lights steady ON denotes the level of signal from the wireless network. If no lights are on, there is no wireless signal. The HL-10T may need to be mounted outdoors or an antenna may need to be mounted in order to receive enough wireless signal.

#### RSSI Levels


- 1 LED < -93 dBm
- 2 LED < -73 dBm
- 3 LED > -73 dBm



## TEXT MESSAGES

### **INITIAL POWER ON**

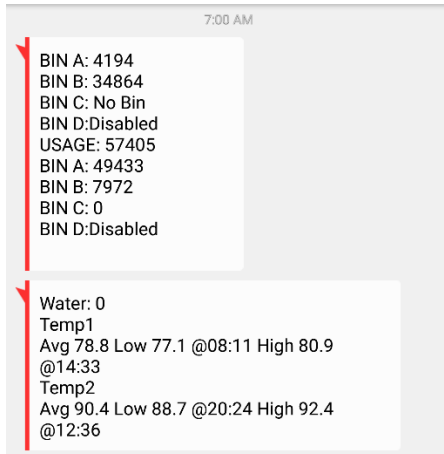
On initial power up and any subsequent power changes, the HL-10T will send a message to the devices with the message below. This tells you that the device is on and able to send text messages.

 Device powered on.

**NOTE:** Temperature and Water usage are 24 hour averages thus they will not be accurate for up to 24 hours.

### **STANDARD MESSAGE**

The message below is sent daily at 9:00 A.M. and 9:00 P.M.



7:00 AM

BIN A: 4194  
BIN B: 34864  
BIN C: No Bin  
BIN D: Disabled  
USAGE: 57405  
BIN A: 49433  
BIN B: 7972  
BIN C: 0  
BIN D: Disabled

Water: 0  
Temp1  
Avg 78.8 Low 77.1 @08:11 High 80.9  
@14:33  
Temp2  
Avg 90.4 Low 88.7 @20:24 High 92.4  
@12:36

### **WEIGHT**


The weight is current at the time the message was delivered. If the update command is used, the weight is accurate for the specific time the command was sent and received.

### **USAGE**

Feed usage is the previous day's usage as supplied from the BinTrac Indicator. This is measured from 12 a.m. to 12 a.m.

### **FILL EVENTS**

The HL-10T will send a text message when a FILL EVENT occurs. The message below will show the time as well as the amount filled.

 16/11/9,7:58  
Bin Fill Event  
BIN A: 605863

**STANDARD MESSAGE continued...****TEMPERATURE**

This is displayed as an AVERAGE as well as the HIGH and LOW for the past 24 hours.

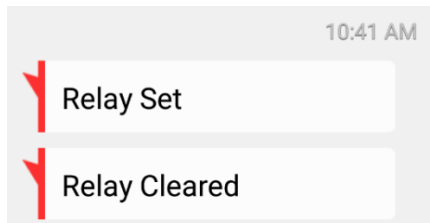
**WATER**

This is shown as the total number of pulses for the past 24 hours. For example, if a single pulse from your water meter equals a gallon, the number represented here equates to that many gallons. If your water meter sends more than one pulse per gallon, you will need to divide the number received in the text message by the number used by the water meter.

**SWITCHED INPUT**

- ✓ The HL-10T will display “Relay Set” when relay is engaged or switch is on. The “Status” light will be ON.
- ✓ The HL-10T will display “Relay Cleared” when relay is disengaged or switch is off. The “Status” light will be turn OFF.

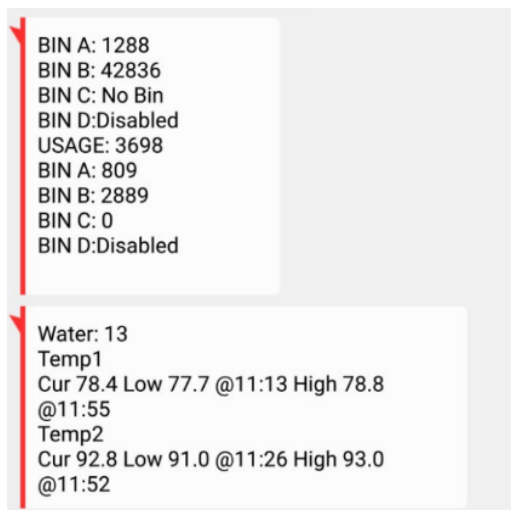
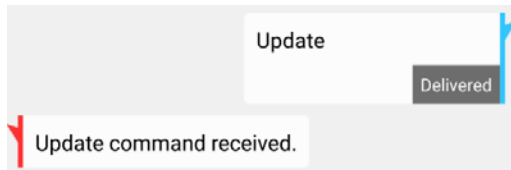
**NOTE:** *There is a one (1) minute delay when the relay is engaged and when it is turned off.*





## **USER COMMAND**

The user can request the data at any time by entering “Update” into the mobile device. The user will receive the message below as confirmation the “Update” command was received by the HL-10T. The HL-10T will then deliver the standard message as outlined on pages 7 and 8.



## **TEMPERATURE**

Temperature displays the CURRENT temperature as well as the HIGH and LOW from when it was last recorded.

## **WATER**

Recent water consumption is displayed as the total number of pulses. For example, if a single pulse from your water meter equals a gallon, the number represented here equates to that many gallons. If your water meter sends more than one pulse per gallon, you will need to divide the number received in the text message by the number used by the water meter.

## TROUBLESHOOTING FAQ

**NOTE:** Before going further please verify the HL-10T is powered up, has wireless signal and is communicating to the BinTrac bin weighing system.

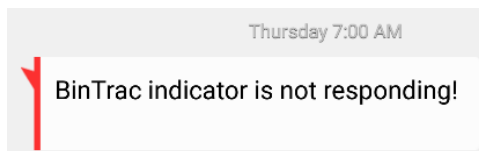
**Q:** What is the correct software version for the BinTrac bin weighing system?

**A:** The software version in the Bintrac Pro Indicator should be version 3.16 or higher.

**Q:** I did not receive the text message on my device.

**A:** Verify the receiving device was able to receive text messages at that time i.e. Was the target device powered on? Were you in a bad signal area? If more than one device is receiving the text messages, verify when the second device received the message.

**Q:** I received this message, what does it mean?



**A:** The HL-10T is not communicating to the BinTrac bin weighing system. Verify wiring is correct and the BinTrac is functioning properly. You may also want to verify the Station ID is set correctly.

**Q:** How many times can I request the data be sent to my device?

**A:** Since the data does not change that frequently, it is unnecessary to request the data outside the 9:00 A.M and 9:00 P.M. timeframe. If you need to request the weight data between those times, you can do it as many times as you need to. The amount of messages is monitored and may result in additional charges or suspension of the service if there is any indication of excessive use or potential fraudulent activity. For questions on this please refer to the terms and conditions in the Service Agreement.

## BinTrac Error Messages

### no.bin

This error message indicates that the BinTrac Indicator is not communicating with the Smart Summing Box of the indicated bin.

- *Disable bins that do not have an associated Smart Summing Box and bin.*
- *Verify wiring between Smart Summing Box and BinTrac Indicator is correct and has not been damaged.*
- *Verify Smart Summing Box has been programmed as the correct bin.*
  - *Verify Smart Summing Box dip switch settings are set for their selected bin (A, B, C or D).*
  - *Verify that two Smart Summing Boxes are not programmed as the same bin as this will cause no.bin error for both.*
- *Inspect Smart Summing Box for flashing light.*
  - *A steady flashing light indicates the Smart Summing Box has power and is operating correctly.*
  - *An irregular flashing light indicates the Smart Summing Box has power but is unable to communicate with the BinTrac Indicator.*
    - *Confirm all wires are tight and secure.*
    - *Confirm dipswitches are set correctly.*
    - *Communications port on Summing Box or BinTrac Indicator may have been damaged.*
      - *If BinTrac Indicator is displaying no.bin for other connected bins, replace indicator.*
      - *Replace summing box*
  - *No Light indicates the Smart Summing Box does not have adequate power or has been damaged.*
    - *Confirm all wires are tight and secure.*
    - *Verify 12VDC is available to the Smart Summing Box.*
    - *Locate a shorted loadcell that could be shorting power within Smart Summing Box.*
- *If more than a single bin is displaying no.bin, isolate the problem Smart Summing Box by removing all connects except to a single Smart Summing Box.*

### Error

This error message indicates the weight reading exceeds the five digit display. This can be caused by invalid programmed settings, a loadcell not correctly plugged into a connector in the Smart Summing Box, a defective loadcell causing a large weight reading, or a defective Smart Summing Box.

- *Confirm all programmed settings are correct*
  - *Verify Zero is valid and in-range. A large incorrect zero can cause this.*
  - *Verify Capacity has been correctly programmed.*
- *Open summing box and inspect loadcell connections.*
  - *Verify connector is properly aligned with its associated header.*
  - *Verify wires are properly seated in each connector.*
- *Confirm Summing Box is clean and dry. Long-term moisture in a Summing Box can cause inaccurate readings.*
- *Check Load cells See “**Loadcell Troubleshooting Procedures**”*

### no.con

This error message indicates that this device has been programmed as a Remote Display device and is unable to communicate with the BinTrac Indicator.

- *Verify that this indicator is intended to be a Remote Display as configured in Setup Configuration. This error message more often appears when a Bin Indicator was accidentally programmed as a Remote Display unit.*
- *Verify wiring is correct between BinTrac Indicator and BinTrac Remote Display.*

## Operational Specifications

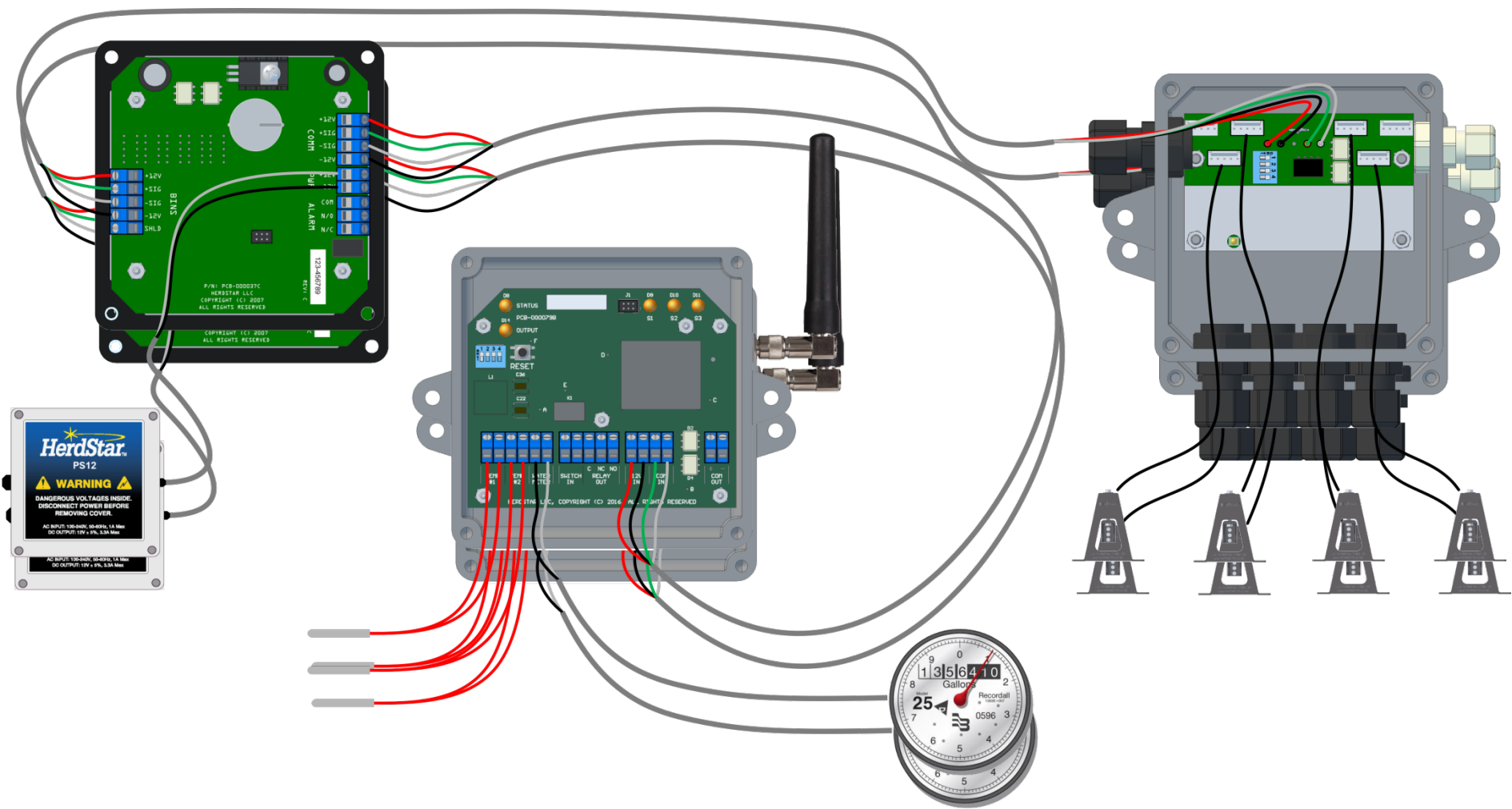
<b>Operating Temperature Range:</b>	-40°C to +60°C (-40°F to +140°F)
<b>Operating Voltage Range:</b>	10.5 VDC to 13.5 VDC
<b>Relay Out Terminal:</b>	Max. 0.5 amps at 24 VDC
<b>Humidity:</b>	5% to 95% (non-condensing)
<b>Environmental Air:</b>	No corrosive gasses permitted
<b>Shock and Vibration:</b>	N/A
<b>Enclosure Type:</b>	IP54
<b>Agency Approvals:</b>	N/A
<b>Wiring Type:</b>	Screw terminal blocks
<b>Power Requirements:</b>	10.5 VDC – 13.5 VDC (Current depends on port loading)

## Legal

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# HL-10T Wiring Diagram





## Service Agreement – HL-10T

This Service Agreement ("**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "**Effective Date**")

Between: "**HerdStar or Authorized Dealer**":

HerdStar, LLC, a Minnesota limited liability company  
1400 Madison Avenue, Suite 504  
Mankato, MN 56001

And: "**Customer**":

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Herdstar or Authorized Dealer and Customer are collectively referred to herein as the "**Parties**" or individually as a "**Party**".

### RECITALS

- A. Herdstar or Authorized Dealer is in the business of providing inventory and feed weight and use monitoring and support services to its customers, and owns certain intellectual property rights relating to the provision of such services;
- B. Customer desires to retain Herdstar or Authorized Dealer to provide its services to Customer pursuant to this Agreement.

### AGREEMENT

1. **Services.** Subject to the provisions of this Agreement, Company will perform the services described on Schedule 1 attached hereto for the benefit of Customer (the "**Services**"). In the event that Customer requests services not covered by this Agreement, Customer agrees to pay Herdstar or Authorized Dealer for such Service at Herdstar or Authorized Dealer's then-current rates.
2. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for a term of twelve (12) months thereafter, terminating on the last day of the twelfth (12th) month (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms (each a "**Renewal Term**", and together with the Initial Term, "**Term**"), unless either Party gives the other written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Term.
3. **Service Fees.** Customer shall pay to HerdStar or Authorized Dealer the sums specified on Schedule 1 attached hereto. All federal, state, or local transfer, documentary, sales, use, excise, stamp, registration and other taxes or fees of any type due or payable in connection with the Services shall be paid by Customer, except income taxes of Herdstar or Authorized Dealer. If Customer fails or refuses to pay Herdstar or Authorized Dealer all or any part of the Services Fees when due: (a) interest shall accrue on the outstanding balance at the rate of fifteen percent (15%) per annum, and shall be paid by Customer to Herdstar or Authorized Dealer in addition to any and all unpaid Service Fees; and (b) Herdstar or Authorized Dealer may terminate this Agreement upon five (5) days advance written notice to Customer.
4. **Acknowledgement of Third-Party Wireless Service Provider.** In providing certain Services to Customer under the terms of this Agreement, Herdstar or Authorized Dealer may utilize wireless communication services of third-party providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CUSTOMER AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
5. **Additional Terms.** The provision of the Services hereunder and payment therefore is subject to, and Customer agrees to be bound by, Herdstar or Authorized Dealer's Terms and Conditions (Service Agreement) (the "**Terms and Conditions**") as published by Herdstar or Authorized Dealer from time-to-time, a copy of which is attached hereto. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement. This Agreement (including all Schedules and the Terms and Conditions): (i) are binding upon and inure to the benefit of Herdstar or Authorized Dealer and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written. In the event of a conflict between the terms of this Agreement and these Terms and Conditions, the Terms and Conditions shall govern. Notwithstanding any provision herein to the contrary, Herdstar or Authorized Dealer reserves the right to temporarily freeze and discontinue Services to Customer if Customer's data requests related to the Services become excessive. As a general rule, data requests shall be deemed excessive if such requests exceed 25 per day.

[Signatures contained on following page.]



## Service Agreement – HL-10T

**IN WITNESS WHEREOF**, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party.

**HERDSTAR, LLC/AUTHORIZED DEALER**

By: \_\_\_\_\_

*signature*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*title*

**CUSTOMER**

By: \_\_\_\_\_

*signature*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*title*





## Service Agreement – HL-10T

### Schedule I

1. Herdstar agrees to provide access to the following device via text message. This allows the user to send and receive specific data from the BinTrac® bin weighing system. The data is limited to current weight, usage, fill events, water, temperature and relay on/off control.

HL-10T Mobile Number:		HL-10T ESN/MEID:	
HL-10T Mobile Number:		HL-10T ESN/MEID:	
HL-10T Mobile Number:		HL-10T ESN/MEID:	
HL-10T Mobile Number:		HL-10T ESN/MEID:	
HL-10T Mobile Number:		HL-10T ESN/MEID:	

(Please refer to the label on the individual device for this specific information.)

2. Please list the up to two (2) mobile numbers authorized to receive data from the above device

Mobile Number 1:		Mobile Number 2:	
------------------	--	------------------	--

**Service Fees.** Customer shall pay to Herdstar or Authorized Dealer the amount of \$ 216.00 per device (HL-10T) for the Initial Term (the "Initial Fee"). Thereafter, and prior to the commencement of each Renewal Term, Customer shall deliver to HerdStar or Authorized Dealer annual payments in the amount of the then-current rates for the Services (the "Renewal Fee(s)", and together with the Initial Fee, "Service Fees").

---

### BILLING INFORMATION:

Credit Card Number: \_\_\_\_\_ Name of cardholder: \_\_\_\_\_

Expiration Date: \_\_\_\_ Month \_\_\_\_ Year Security Code: \_\_\_\_ AMOUNT: \$

I hereby authorize Herdstar L.L.C. to charge in the amount indicated above.

Signature: \_\_\_\_\_



# Service Agreement – HL-10T

## HERDSTAR TERMS AND CONDITIONS

### (SERVICE AGREEMENT)

1. **Services.** Subject to the terms of the Service Agreement ("Agreement"), Customer agrees to purchase, and HerdStar agrees to perform and provide the services (the "Services") described in the Agreement, or any future Service Agreement executed between the parties. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them within the Agreement.
2. **Excluded Services.** The Services provided under the Agreement specifically exclude the following, which at Customer's option may be performed separately by HerdStar at HerdStar's then-current rates: (i) repairs or damage caused by Customer negligence or misuse of the Services; (ii) repairs or damage attributable to the use of Services for other than the uses for which the Services were designed; (iii) repairs required as a result of persons other than HerdStar's authorized representatives performing any maintenance, modification, or relocation of any equipment, accessories, custom or special products, modified units, or software necessary to HerdStar's performance of the Services; (iv) repair or damages to Customer's property (real or personal) necessitated by or related to accident, theft, unexpected loss, abuse, electrical power failure, flood, fire, lightning, wind damage, or corrosive environments; (v) repairs or service calls necessitated by complete or partial failure of transmission medium (such as telephone lines, computer networks, or the worldwide web) or for equipment malfunction caused by such transmission medium, or interference caused by third parties beyond the control of HerdStar; (vi) unless specified in the Agreement, power surges, liquids, repair or maintenance of a transmission line, antenna, tower, tower lighting, duplexes, combiner, or multicoupler; (viii) Customer initiated reprogramming of or interference with any equipment, accessories, custom or special products, modified units, or software necessary to HerdStar's performance of the Services.
3. **Termination.** Notwithstanding any provision of the Agreement to the contrary, HerdStar may terminate the Agreement: (i) immediately upon an Event of Default; or (ii) for any reason and at any time upon thirty (30) days' prior written notice to Customer and the refund of any Service Fee(s) paid to HerdStar for unperformed Services. Customer agrees to provide HerdStar written notice of any default of the Agreement to state the nature of the default. If HerdStar does not cure the default within thirty (30) days, Customer may terminate that portion of the Agreement that is in default by giving HerdStar thirty (30) days prior written notice.
4. **Disclaimer of Warranties.** HERDSTAR WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT FOR THE FOREGOING WARRANTY, HERDSTAR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR ANY PRODUCTS PROVIDED IN ASSOCIATION THEREWITH, INCLUDING ANY WARRANTY: (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; (C) OF TITLE; OR (D) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO REPRESENTATIVE OF HERDSTAR HAS AUTHORITY TO WAIVE, ALTER, VARY OR ADD TO THE TERMS HEREOF WITHOUT PRIOR APPROVAL IN WRITING.
5. **Limitation of Liability**
  - (a) **No Consequential or Indirect Damages.** IN NO EVENT SHALL HERDSTAR OR ANY OF ITS EMPLOYEES, AGENTS, OFFICERS, MANAGERS, GOVERNORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - (b) **Maximum Liability.** WITHOUT LIMITING THE PROVISIONS OF SECTION 5(A) ABOVE, IN NO EVENT SHALL HERDSTAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE HERDSTAR PURSUANT TO THE AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$10,000.00, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. The prior sentence limiting liability and damages is a material part of the Agreement and HerdStar would not have agreed to provide Services to Customer on terms as favorable to Customer as those set forth herein without Customer's agreement to limit HerdStar's liability as provided above.
6. **Indemnifications.** Customer shall indemnify, defend and hold harmless HerdStar, its officers, managers, governors, employees, agents, affiliates, successors and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, court costs and other costs of enforcement, that are incurred by or otherwise awarded against the Indemnified Party, arising out of any claim alleging: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Customer, its employees or agents; (ii) any negligent or more culpable act or omission of Customer, its employees or agents (including but not limited to reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Customer, its employees or agents (including any reckless or willful misconduct; or (iv) any failure of Customer to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement.
7. **Confidential Information and Intellectual Property.** In addition to any confidentiality and/or non-disclosure agreement between the Parties, Customer acknowledges and agrees that the Services, processes and/or equipment that it is purchasing from HerdStar include valuable intellectual property, including but not limited to, patentable and unpatentable inventions, know how, confidential information and/or valuable Trade Secrets of HerdStar (collectively, "HerdStar IP"). As used herein, the term "Trade Secrets" shall mean all confidential and proprietary information disclosed by one Party to the other relating to the whole or any portion or phase of any scientific, technical or non-technical data, design, pattern, process, formula, device, method, technique, compilation, program, software, drawing, plans, component list, or operating manuals relating to the Services. Under the terms and conditions hereof, and except as otherwise limited herein, HerdStar grants to Customer a royalty-free, limited, non-exclusive license to Customer to use the HerdStar IP for purposes accessing and utilizing the Services and for no other purpose. Customer expressly agrees that it shall keep confidential the HerdStar IP as specified herein and use its commercially reasonable efforts to protect the HerdStar IP unless HerdStar notifies Customer in writing or a court determines (from which an appeal may not be taken) that such information is no longer confidential or a Trade Secret. The grant of this license to Customer shall continue to remain in full force and effect for so long as Customer continues to: (i) subscribe to the Services provided hereunder; and (ii) remains in compliance with the terms of the Agreement.
  - (a) No Sub-Licensing. Customer agrees that it shall not assign, sub-license, or in any way transfer Customer's license to the HerdStar IP granted hereunder without the express, written approval of HerdStar.
  - (b) No Modifications Without Consent. Customer shall not modify any equipment or processes purchased from, installed or otherwise utilized by HerdStar in performing the Services without the prior written approval of HerdStar, which HerdStar may withhold at its sole discretion. Whether or not HerdStar allows any modification of equipment or process, any and all such modifications, regardless whether made by Customer or jointly with HerdStar or a third-party, shall become the intellectual property of HerdStar and, except with respects to such licensing and royalty-free rights and interests granted hereunder, Customer hereby assigns all its right, title and interest in and to such modifications to HerdStar and agrees to cooperate with HerdStar to execute all documents and take such actions as are necessary to evidence the transfer. This cooperation provision shall survive any termination or expiration of the Agreement.
  - (c) Replication and Reverse Engineering Prohibited. Customer shall not directly or indirectly attempt to replicate or reverse engineer (or assist any third-party in replicating or reverse engineering) any software, electronics, process or the Equipment purchased from HerdStar and that it shall not seek to produce (or assist any third-party in producing) any similar or competing equipment or process that is based in whole or part on the Services, equipment or processes or based on concepts embodied by the Services, or the equipment or processes utilized by HerdStar in the provision thereof.
  - (d) Survival. This Section 7 shall survive for as long as Customer, and/or any successor in interest, subscribes to any HerdStar service (including but not limited to the Services), plus five (5) years thereafter, and five (5) years after any permitted transfer of ownership or complete cessation of operation.
  - (e) Equitable Relief. Customer recognizes that any breach of the terms of this Section 7 may give rise to irreparable harm for which money damages would not be an adequate remedy, and accordingly agrees that HerdStar shall be entitled to enforce the terms of this Section 7 by a decree of specific performance without the necessity of proving the inadequacy as a remedy of money damages. If specific performance is elected as a remedy hereunder, such remedy shall be in addition to any other remedies available at law or equity.
8. **Force Majeure.** In the event that HerdStar is unable to perform its obligations under the Agreement because of natural disaster, fire, strike, lightning, lockout, inability to obtain materials, delays of carriers or suppliers, action or decrees of governmental bodies or communication line failure not the fault of HerdStar or like events, HerdStar shall give notice to Customer and shall take reasonable efforts to resume performance. Upon receipt of such notice all obligations under the Agreement shall be suspended, all time periods automatically extended, and any applicable fees due abated for the period applicable to such force majeure.
9. **Default.** An event of default ("Event of Default") under the Agreement or these Terms and Conditions shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to HerdStar 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; or (v) Customer shall default in the performance of any of its obligations to HerdStar arising under the Agreement, these Terms and Conditions, or any other agreement between Customer and HerdStar and such default is not cured within fifteen (15) days of HerdStar providing notice of same.
10. **Remedies.** Upon the occurrence of any Event of Default, HerdStar may, at its option and without notice or demand, exercise all or any one of the following remedies: (i) declare immediately due and payable all invoices and all other sums due or to become due under the Agreement and any other agreement between Customer and HerdStar, together attorneys' fees, court costs, other costs of collection and all applicable termination fees; (ii) terminate all of its obligations arising under the Agreement and any other agreement between Customer and HerdStar; or (iii) exercise all other legal and equitable remedies which HerdStar may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently. Customer agrees to pay all of HerdStar's costs and expenses incurred in enforcement of the Agreement, including all attorney's fees and court costs.
11. **Assignment.** HerdStar may, in its sole discretion and without notice to or the consent of Customer, assign HerdStar's rights and obligations under the Agreement, and may subcontract any portion of HerdStar's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of HerdStar.
12. **General Provisions.** The following sections of the Terms and Conditions shall survive termination or expiration of the Agreement: 4, 5, 6, 7, 8, 9, 10 and 12. The relationship between the parties created by the Agreement is that of independent contractors and not partners, joint venturers, agents, or otherwise. No waiver by either Party of any breach of any provision of the Agreement or of any right in the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement (including all Schedules thereto and these Terms and Conditions): (i) are binding upon and inure to the benefit of HerdStar and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The laws of the State of Minnesota without regard to the conflicts of law provisions thereof govern the Agreement and its interpretation. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these Terms and Conditions, these Terms and Conditions will take precedence unless the Agreement specifically states otherwise. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. These Terms and Conditions may be amended by HerdStar from time to time without notice to or the consent of Customer.