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20 Centerpointe Dr. #120,, La Palma,California 90623
Phone 7143639322 Mobile 7147975601
chun.see@convergint.com

March 5, 2025

City of Riverside
Utilities Operations Center (UOC)
2911 Adams St Riverside, California 92504
Attention: Randa Riad

Quotation: CS10750670P
RFP#:
License/Cert

Reference: City of Riverside UOC - cameras upgrade
Sourcewell Contract 030421-CTL

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

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Convergint shall provide per the scope of work and bill of material below.

Scope of Work

1. Provide engineering labor support to field verify the camera locations to ensure the new cameras will meet the end-user expectations.
   a. Identify each IT room and city's POE switch availability for this project.
   b. Identify each camera limitations.

2. Replace existing camera and provide new cameras per the list below and per bill of materials listed below.
   a. Replace camera work shall re-use existing camera locations and infrastructure. Any repair/replacement work shall be done separately via approved change order

Item	New Camera	Location	Notes
1	Axis 5-sensor	Carport	May need additional infrastructure work (Replace)
2	Axis 5-sensor	Carport	
3	Axis 5-sensor	Employee Parking Entrance	Wall mounted (Replace)
4	Axis 5-sensor	Gate area to Bldg B	Pole mounted (Replace)
5	Axis Single Sensor	Employee hallway entrance	Surface mounted (Replace)
6	Axis Fisheye	Front Desk	Wall mounted (Replace)
7	Axis 5-sensor	Main Entrance (outdoor)	Wall mounted (Replace)
8	Axis 4-sensor	NW of Bldg A	Corner mounted (Replace)
9	Axis Fisheye	2nd FL (field verify exact location)	Ceiling mounted (Replace)
10	Axis Fisheye	2nd FL (field verify exact location)	Ceiling mounted (Replace)
11	Axis 2-sensor	2nd FL (field verify exact location)	Ceiling mounted (Replace)

3. Provide labor to troubleshoot existing video intercom (3 doors stations, 3 gates stations).
   a. Intercom cameras was not working as intended.
   b. Video intercom stations were connected to existing (5) commend answering units.
   c. This proposal does not include any repair/replacement work.
   d. Provide break/fix solution and cost via separate proposal.
4. Provide labor to troubleshoot and identify the existing yard cameras' conditions.
   a. Identify existing infrastructures and power availability.
   b. Review feasibility to re-use existing infrastructures and power.
   c. Convergint anticipates (8) 5-sensor cameras shall cover the entire yard area. If additional cameras were required, the work will be done via approved change orders.
5. Provide GENETEC camera licenses for
   a. Axis 5-sensor camera requires (2) GENETEC câmera licenses.
   b. In item#4, provide (16) camera licenses.
   c. In item#2, re-use existing GENETEC camera licenses. Add (5) cameras.
   d. Any additional GENETEC licenses will be added via approved change order.
6. Client to provide all head-end programming as required.

7. Client to provide all POE/POE+ network switches and patch panels.
8. Client to provide all video recording servers and workstations as required.
9. Client to have valid GENETEC advantage licenses as required.
10. All work shall be done during normal business hours.

Client shall provide

1. All remote connections, file sharing capability and administrative access to the servers. Any delay access or remote connection outage to the client workstations may be subjected to additional cost.
2. All wall space and rack space as required.
3. All electrical 110VAC, UPS power, conduits with pull strings, chase way and backboxes work as required.
4. All Corporate network infrastructure including POE+ network switches, network patch panel, and IP addresses as required.
5. All escort and standby as required without delays.

This proposal does not include any mapping and/or software integration work.

Warranty

Convergint will provide a one-year labor warranty and a one-year material warranty on equipment provided by Convergint. Provision of labor and materials after the first year will be billed on a time and materials basis.

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PROPOSAL shall include:

1. Convergint iTRAC

iTrac is a web-based, value-added platform that enables online, real-time customer project commissioning and execution. This secure online environment allows stakeholders to efficiently collaborate and track progress on both individual sites and highly complex projects. With streamlined communication, detailed documentation, and instant access to project status, iTrac enhances project management and delivers time-saving and cost-efficient benefits for customers.

2. Convergint iCare

iCare is a web-based customer resource providing real-time, online access to service and installation work orders, management reporting, and secured document-sharing, to provide easy collaboration between Convergint and the customer**.** Upon project completion, iCare will be setup to support warranty and maintenance support**.**

3. Device Hardening (reduce cyber risk)

- Disable unused & non-essential device features
- Disable unused network comms (e.g., services, ports)
- Change default passwords
- Update firmware including patches

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization ("Customer").

Customer has been advised of Convergint's Device Hardening services. The Device Hardening services and procedures may vary depending on the specific devices involved, but typically include: disabling unused and non-essential device features and associated network communications capabilities (*e.g.,* services, ports); changing default passwords to new passwords that meet complexity requirements; and updating firmware to latest available versions that incorporate available patches from the device manufacturer. **These are one-time services** - ongoing support is required. Please ask your Convergint point of contact for more details on the specific device hardening services available for your devices. **These services reduce the risk of cyber vulnerabilities for the devices being installed.**

Convergint cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergint cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergint has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility.

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Materials

Line	Qty	Part	Description
1	Sourcewell Contract 030421-CTL		
2	GENETEC license - GSC-180912-559079		
3	21.00	GSC-Om-E-1C	1 Enterprise camera connection, mandatory Genetec Advantage
4	21.00	ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast™ Enterprise Camera 1 year
5	Cameras new/upgrade		
6	1.00	AXC-02328001	AXIS P3265-LVE
7	1.00	5506-481	T91E61 Wall Mount
8	1.00	02548-001	TP3103-E Pendant Kit
9	1.00	Z4-02634001	P3737-PLE Multidirectional Panoramic Camera
10	1.00	5506-951	T91G61 Wall Mount
11	1.00	5017-641	T91A64 Corner Bracket
12	1.00	5502-431	T94A01D PENDANT KIT
13	3.00	Z4-02636004	M4327-P 6MP Indoor Panoramic IP Camera with Deep Learning, 1.1mm Fisheye Lens, White
14	1.00	Z4-02415001	P4705-PLVE, two channels with 2MP per channel, frame rate of up to 60 fps.
15	5.00	01711-001	Q6100-E 60Hz Out Camera, 4X5 MP Multistream D/N
16	5.00	01959-004	Q6135-LE PTZ camera, IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080)
17	5.00	5506-951	T91G61 Wall Mount
18	3.00	01470-001	T91B57 POLE MOUNT 100-410MM
19	YARD AREA - Cameras		
20	8.00	01711-001	Q6100-E 60Hz Out Camera, 4X5 MP Multistream D/N
21	8.00	01959-004	Q6135-LE PTZ camera, IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080)
22	8.00	5506-951	T91G61 Wall Mount
23	8.00	01470-001	T91B57 POLE MOUNT 100-410MM
24	Carport - wireless equipment		
25	2.00	MH-N265-CCP-PoE-MWB	MultiHaul™ TG Node, 90, 1900Mbps (Full Duplex), 1 RJ-45 10GE & 1 RJ-45 1GE & 1 SFP+ 10GE, Mounting Kit included, IP-67, White
26	2.00	MH-T261-CNN-N-PoE-MWB	MultiHaul™ TG mini TU, 90, 1000Mbps (Full Duplex), 1 RJ-45, MK & PoE injector included, IP-67, White
27	2.00	AX-IN-10G-60W-AC-POE-US	AX-IN-10G-60W-AC-POE-USPOE INJECTOR, 60W, 10GBPS,100-240 AC, US CABLE
28	2.00	EH-614TX-ODU-POE	ETHERHAUL-614TX POE ODU EXTENDRANGE W/INTEGRATED ANTENNA W/500MBPS UPGRADE 10G
29	2.00	EH-OPT-AES	AES ENCRYPTION FEATURE OPTION

Line	Qty	Part	Description
30	2.00	EH-60W-AC-POE-US	POE INJECTOR 60W100-240 AC SOURCE, US AC CABLE
31	2.00	EH-MK-SM	ETHERHAUL MOUNTING KITFOR ALL SMALL ODUSAND 16CM ANTENNA
32	Cables & Misc		
33	2.00	556600	23-4P Unshielded Solid Plenum Cat6 Wht Jkt
34	Off Contract		
35	2.00	NB141207-100-F	14x12x7 Inch 120 VAC Weatherproof Enclosure with Cooling Fan
36	2.00	HGX-PMT30	Enclosure Pole Mounting Kit - Pole Diameters 9 to 11 inches
37	19.00	Misc Hw	Misc Hardware
38	All Labor complies with Sourcewell Contract 030421-CTL		

Equipment Total	$	79,625.23
Total Labor/Others	$	86,844.92
Freight/Warranty	$	5,541.68
Tax if applicable	$	6,466.17
Total Project Price	$	178,478.00

CONTINGENCY (NOT INCLUDED ABOVE)

Convergint will provide wireless equipment connection for (8) yard new cameras back to nearest UOC Buildings.

CONTINGENCY Total	$	**85,000.00**

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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

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Exclusions

1. Work/modifications on the existing devices and/or components including field devices, cameras, configurations/settings, connectors, cabling and other trades/software integration. All existing devices/components and integrations shall remain and shall be re-used, if applicable.
2. All patching and painting work as required.
3. Boom/Scissor lift, unless otherwise noted.
4. Custom programming and/or integration
5. Cabling works, unless otherwise noted
6. As-built documents, unless otherwise noted.
7. Permits or associated fees
8. Sales tax unless otherwise noted
9. Environmental studies, SWPP and/or cultural studies
10. Any building permit, egress permit and/or submittal/drawings.
11. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.

Material lead time

Estimated material lead time: 6-8 weeks. The estimated time will be subjected to manufacturer's price increases and component shortage.

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Total Project Price (without Contingency)	$ 178,478.00

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Chun See
Convergint
Chun See

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)	Date
Authorized Signature	Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed and "Convergint Related Parties" means Convergint and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergint and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergint reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergint is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGINT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergint is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergint by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergint's services and Third Party Products are described in the Limited Warranty for Products and Services available at https://www.convergint.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergint shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence $2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall not provide loss runs or copies of its insurance policies. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergint shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

If Convergint is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergint's indemnification obligations under the Agreement do not apply whatsoever and Convergint and Convergint Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergint and Convergint Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergint , except to the extent of Convergint's gross negligence installing such Special Offerings. Any wavier of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT, CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT AND CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergint's Privacy Policy available at https://www.convergint.com/privacy-policy/. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergint will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergint will not be responsible for technical problems that may occur resulting from Convergint following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at https://www.convergint.com/terms/.