

Convergent Technologies Custom Vault Install Terms and Conditions – January 2023

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergent and Customer (the "Agreement"). 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.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, 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; and
- c. 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 Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide free and clear access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. 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 Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the equipment including vault panels and doors, shall pass to Customer as the upon shipment from the factory (FOB Factory) subject to any license agreements, if applicable. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer. Tax Rate is determined at time of shipment. Rate quotes is considered an estimate. This rate may be greater or lesser than originally quoted by Convergent

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a design and engineering mobilization fee at the time of executing this Agreement. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment, Convergent shall be entitled to

suspend the Work until paid, and 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 Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

- a. Work performed under this Agreement will be of good quality;
- b. Equipment will be new unless otherwise required or permitted by this Agreement;
- c. Work will be free from defects not inherent in the quality required or permitted; and
- d. Work will conform to the requirements of this Agreement.

The Customer's sole and exclusive remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergent shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergent, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergent service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergent service personnel); or normal wear and tear under normal usage. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional Work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for or be deemed in breach of this Agreement because of 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 judgments; 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. Any services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent 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	\$5,000,000 per occurrence/aggregate

Convergent's insurance is limited to the coverages listed above and Convergent will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent 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 Convergent or Convergent's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL 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. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM

IS BASED ON CONTRACT, TORT OR OTHER THEORY AND (B). IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT.

Section 10 Freight: Freight is quoted as part of the proposal is an "estimate". Due to fluctuations in freight rates and the time to produce projects the freight will be adjusted to reflect prevailing freight rates at time of shipment. This rate may be greater or lesser than originally quoted by Convergent.

Section 11 Access and Permits. For the purpose of installation, inspection, cleaning, repairs or removal, access to the equipment, and ingress and egress to the premises with respect thereto, access to the premises will be available at all reasonable times to the property authorized representatives of Convergent. Customer shall make available a place on its premises for installation of the equipment that meets the environmental, utility, load bearing and other specifications set forth by the manufacturer. Customer shall provide free and clear access to and from the location where the equipment is to be installed, sufficient lighting, and electric power. Customer agrees to provide all of the necessary structural reinforcement in the floor area to support the delivery and installation of the equipment. Unless otherwise agreed, Customer will be responsible for ensuring that all local codes, regulations, and laws (including but not limited to electrical, building, safety and health) are met. Convergent is not responsible for obtaining, nor the cost to secure, state or local permits for design and installation of the equipment. Permits are the sole responsibility of the customer and need to be obtained before Convergent is scheduled to install equipment.

Section 12 Installation Sequence and Pricing. Pricing of the approved installation from Convergent is predicated on an efficient installation of the equipment. Convergent will make all reasonable efforts to comply with the order of priority requested by Customer in which various portions of the work shall be performed, however, Customer will be responsible for any additional cost associated with Customer's request including labor, rental equipment and materials should Customer's request be outside of intended installation sequence of Convergent. Customer and Convergent agree that a remobilization or a work stoppage requested by Customer of more than four (4) hours will require a mutually agreeable change order.

Section 13 Cancellation Fee. Customer agrees to reimburse Convergent for all cost associated with the design, fabrication, manufacture, delivery and installation of equipment that is executed as part of the contract or signed proposal should the Customer terminate or rescind the order for any reason or cause. All cost and or obligations incurred up until the time written notice of the cancellation is received by Convergent will be included plus 10% administration fee. In no instance shall the cancellation fee due Convergent be less than 20% of the overall price.

Section 14 Workmanship Convergent's scope does not include any preparation such as cleaning, finishing, or painting. Vault product supplied is a rough grade concrete and meets all relative specifications. All parties agree that it is not a finished product and, in most cases, will need to be painted or finished after Convergent completes their scope of work. Since Convergent is supplying rough grade concrete, Contractor agrees that the product supplied cannot be rejected due to aesthetics since the product intent is security. Convergent is not responsible for changes made in the field by contractor, owner and or other trades that alter the site dimensions and cause the vault system to not fit. A drawing is issued with stated tolerances and then approved by Contractor or Owner. Convergent sole obligation is to deliver the vault system to the drawing and within the stated tolerances.

SECTION 15. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

Convergent will 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. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program

is supplied to Convergent prior to beginning Work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent 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 facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent 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 facility.

SECTION 16. PERSONAL DATA

This Agreement does not authorize Convergent to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergent are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergent with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergent harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

SECTION 17. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or 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) applicable market trends, or (d) other events not within Convergent's control that

impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 18. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent 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 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 19. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent 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 Convergent 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 Convergent. No waiver by Customer or Convergent 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.