

1.0 INTRODUCTION AND DEFINITIONS

Throughout the attached document, including these Terms and Conditions and any attachments (together, the "Agreement"), the term "Convergent" refers to the Convergent affiliate operating in the state or province in which the Deliverables are performed. The term "Customer" refers to the contracting entity identified in the signature block. This Agreement is intended to establish a clear, cooperative foundation between Convergent and Customer. Convergent values transparent communication, mutual respect, and shared responsibility to ensure that each project and service engagement proceeds safely, efficiently, and to the parties' mutual satisfaction.

Important Notice: Products and services provided by Convergent are intended to help reduce risks to security and safety but cannot guarantee security or safety. Customer remains responsible for the overall security and safety of people and premises, and shall comply with all applicable laws, rules, regulations, and usage instructions in its use of the products and services. Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which Customer acknowledges that it has read and understood.

1.1 "Installation Work" means the installation, configuration, programming, commissioning, or integration activities performed by Convergent under this Agreement and described in the attached document. The Work includes furnishing and installing materials, equipment, and systems, and performing all related labor and documentation necessary to complete the installation.

1.2 "Support Services" means the recurring, periodic, or as-needed maintenance, inspection, testing, support, or repair activities performed by Convergent under this Agreement and described in the Security Service Agreement Annex. Support Services are intended to sustain, tune, repair, update, patch, or restore systems after installation and may include remote support, scheduled visits, break/fix, and other agreed maintenance tasks.

1.3 "Deliverables" means collectively the Installation Work and the Support Services, together with Convergent's other obligations expressly set forth in this Agreement, but excluding Third Party Products.

1.4 "Third Party Products" means software, hardware, services, or equipment for which Convergent is a distributor/reseller and not the manufacturer or developer ("OEM"). Third Party Products are governed solely by the OEM's applicable end-user license or other terms and conditions ("Third Party Terms"), including those available under "Third Party Terms" at convergent.com/terms. Customer's use of Third Party Products constitutes acceptance of the Third Party Terms, which apply directly between Customer and the OEM and are separate from, and do not merge with or modify, this Agreement. Convergent provides no warranties or guarantees for Third Party Products and is not responsible or liable for any defects, losses, damages, performance, security, compliance, or other issues arising from them.

PART A – INSTALLATION AND TIME AND MATERIALS

A1. **Scope of Work.** Convergent will perform the Installation Work described in the attached document in accordance with the agreed schedule and specifications.

A2. **Customer will perform the following, and delays caused by Customer's failure to perform these responsibilities will entitle Convergent to an equitable adjustment to schedule and pricing:**

- a. Provide site access and reasonable working conditions;
- b. Approve submittals promptly;
- c. Supply required electrical service;
- d. Remove obstacles and safety hazards; and
- e. Participate in testing and project closeout.

A3. Invoicing.

a. **Installation Mobilization Payment.** Unless expressly stated otherwise in this Agreement or in a mutually executed written agreement referenced in this document, fifty percent (50%) of the total Installation Work contract value shall be invoiced upon the Customer's written acceptance of this proposal. Such invoice represents a mobilization payment to cover initial project costs, including but not limited to procurement, scheduling, resource allocation, and project initiation activities. Payment shall be due in accordance with the agreed payment terms set forth in this Agreement.

b. **Progress Invoicing.** Convergent will issue monthly progress invoices for Installation Work completed or a final invoice upon completion.

A4. **Change Orders.** Either party may request changes to the Installation Work by written change order. Adjustments to schedule, cost, or scope will be made equitably. Convergent has no obligation to proceed until the parties mutually agree.

A5. Termination for Convenience – Installation Work

Either party may terminate Installation Work for convenience upon thirty (30) days' written notice.

Upon such termination, Customer shall pay Convergent:

1. All unpaid charges for Installation Work performed (whether invoiced or not);
2. All material costs incurred through the termination date;
3. All reasonable non-cancelable obligations (including ordered materials) incurred prior to Convergent's receipt of termination notice; and
4. All pass-through expenses, including restocking fees, without markup unless otherwise stated in this Agreement.

All such charges shall be invoiced as though the Installation Work was completed as of the termination date. Compensation for materials supplied but not installed shall include Convergent's standard sales markup. Convergent shall not recover lost profits on unperformed Installation Work.

PART B – SERVICES AGREEMENT

B1. **Scope and Term** Convergent will provide Support Services beginning on the Start Date and continuing through the Initial Term set forth therein. In the event of a conflict between Part B and Part C, Part B controls for Support Services.

B2. **Acceptance Testing.** If the systems or Third Party Products covered by the Support Services are altered by others, Convergent may require reacceptance testing, remove affected systems from coverage, or terminate this Agreement upon thirty (30) days' notice. Customer is responsible for any additional costs resulting from such alterations.

B3. **Annual Service Fee Invoicing.** Service invoices will be issued monthly, quarterly, or annually, as indicated in the attached document. Unless expressly stated otherwise in this Agreement or in a mutually executed written agreement referenced in this document, the full contract value for the first year of Support Services shall be invoiced upon the Customer's written acceptance of this proposal. Each subsequent contract year shall be invoiced for its full annual value thirty (30) days prior to the applicable renewal date. Payment shall be due in accordance with the agreed payment terms set forth in this Agreement.

B4. **Changes.** Either party may request changes to the Support Services by written change order. Equitable adjustments to schedule, frequency, or pricing will be made as necessary. Convergent has no obligation to proceed until mutually agreed.

B5. **Renewal.** Service Agreements may automatically renew for successive one-year terms at the then-current pricing unless either party gives at least thirty (30) days' written notice prior to expiration of the current term.

B6. **Cancellation.** Customer may terminate a Support Services Agreement for convenience upon thirty (30) days' written notice. Such termination shall be subject to the applicable Early Termination Charge below.

(a) **One-year Agreement.** If the Agreement is one (1) year in duration, all remaining payment obligations for the first-year term shall be accelerated and become immediately due as an agreed early termination charge ("One-Year Early Termination Charge").

(b) **Multi-Year Agreement.** If the Agreement is more than one (1) year in duration, all remaining payment obligations for the then-current contract year shall be accelerated, plus a termination fee equal to fifty percent (50%) of the remaining fees for the balance of the term (the "Multi-Year Early Termination Charge").

Each of the foregoing, as applicable, is an "Early Termination Charge."

The parties agree that the applicable Early Termination Charge constitutes a reasonable estimate of damages and is not a penalty. The applicable Early Termination Charge shall be paid in full within thirty (30) days after the effective date of termination. Customer shall have no right of setoff against any Early Termination Charge. All prepaid fees are non-refundable.

PART C – GENERAL TERMS (APPLICABLE TO ALL DELIVERABLES)

C1. **Payment Terms.** All invoices are due within thirty (30) days of the invoice date. Late payments accrue interest at 1.5% per month (or the maximum rate permitted by law). Convergent may suspend Support Services and Installation Work without liability for non-payment. If suspension or demobilization occurs due to Customer's non-payment, Customer will reimburse Convergent for all reasonable demobilization and remobilization costs, including labor, travel, equipment, and schedule recovery expense.

C2. **Pricing.** Prices are for only those items included in the attached document and exclude unforeseen or unknown conditions. Convergent pricing is based on the then-current price list. Convergent may adjust pricing annually for multi-year Support Services Agreements and multi-year Installation Work, as applicable, based on rate schedules, unit rates, or time-and-materials. Any such adjustment shall apply prospectively upon notice. Fixed-price, lump-sum Installation Work shall not be subject to annual adjustment except by written change order. If a Force Majeure event directly increases Convergent's documented costs of performance, the parties shall execute an equitable change order reflecting the actual, reasonable cost impact.

C3. **Taxes.** Unless expressly stated otherwise in this Agreement or in a mutually executed written agreement referenced in this document, all prices are exclusive of all applicable federal, state, provincial, local, or foreign taxes, including, without limitation, sales, use, excise, value-added, gross receipts, or similar transaction taxes. All such taxes shall be added to the invoice and are the sole responsibility of the Customer. Any tax amounts referenced in this document are estimates provided for informational purposes only and are not binding. The actual taxes assessed will be determined in accordance with applicable laws and regulations in effect at the time of invoicing and will be calculated based on the final contract value and the jurisdiction(s) governing the transaction. The Customer shall pay all taxes as invoiced unless a valid tax exemption certificate is provided in advance of billing.

C4. **Compliance with Law, Safety, and Site Conditions.** Each party will comply with applicable laws and regulations. Convergent will follow Customer's safety program if provided prior to commencing Deliverables.

C5. **Monitoring Services.** These Terms and Conditions apply to Installation and Support Services only. These Terms and Conditions do not apply to Monitoring Services, which are governed exclusively by the Monitoring Services Terms and Conditions available at <https://www.convergent.com/terms/>. Customer's acceptance of this proposal constitutes acceptance of the Monitoring Services Terms and Conditions.

C6. **Weapons Detection.** If Convergent provides Weapons Detection Systems or Services, such Systems and Services are further governed by the Weapons Detection Addendum available at <https://www.convergent.com/terms/>.

which is incorporated herein by reference in its entirety and shall control in the event of a conflict with this Agreement. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

C7. **Hazardous Materials.** If hazardous materials or unsafe conditions are discovered that were not caused by Convergent, Convergent may stop working until it determines that it is safe to resume. Customer shall indemnify Convergent for losses resulting from undisclosed hazardous materials or unsafe conditions.

C8. **Insurance.** Convergent will maintain the following minimum coverages during the term of this Agreement: Workers' Compensation: Statutory limits Employer's Liability: \$1,000,000 per occurrence/aggregate | Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate | Automobile Liability: \$1,000,000 per occurrence/aggregate | Excess/Umbrella Liability: \$5,000,000 per occurrence/aggregate.

C9. **Indemnification.** To the fullest extent permitted by law, Convergent shall indemnify, defend, and hold Customer harmless from third-party claims for bodily injury or property damage to the extent caused by Convergent's negligence.

C10. **Special Offerings.** If Deliverables include intrusion detection, detection of specific threats to people or property (including gunshot, shooter, or explosives detection), drones, robotics, mass notification, or ballistics or explosives protection ("Special Offerings"), then to the fullest extent allowed by law, Convergent's indemnification, defense, and hold harmless obligations do not apply to the Special Offerings, and Customer shall notwithstanding anything else in this Agreement (including any limitations, exclusions, or caps on liability or damages of any kind) fully indemnify, defend, and hold Convergent harmless from and against all third party claims, demands, allegations, liabilities, damages, or costs (including reasonable attorneys' fees) arising from or related to Special Offerings except to the extent of Convergent's gross negligence integrating the Third Party Products.

C11. **Limitation of Liability.** EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOSS OF USE OR PROFIT. TO THE FULLEST EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF CONVERGENT ARISING FROM OR RELATED TO THE DELIVERABLES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITS APPLY REGARDLESS OF THE THEORY OF LIABILITY. THESE LIMITATIONS SURVIVE AND APPLY EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

C12. **Warranty.** Warranties for Convergent's Deliverables are described in the Limited Warranty for Products and Services available at <https://www.convergent.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.

C13. **Personal Data and Security.** Convergent's responsibilities for privacy and information security exclude Third Party Products, except to the extent of information processing performed directly by its personnel or subcontractors. Processing by third-party manufacturers or OEMs is governed by Third Party Terms, and OEMs are not Convergent's subcontractors or subprocessors. Customer remains responsible for its data compliance and system security. If required to deliver the requested services, Convergent may access the Customer's information systems. Convergent is not responsible for losses or harm resulting from following the Customer's instructions or from the use of Customer-specified or third-party remote access tools.

C14. **Intellectual Property.** Convergent retains ownership of all intellectual property in its drawings, technical documentation, and related materials ("Documentation"). OEMs retain ownership of all rights in Third Party Products. Customer's use of any Documentation or Third Party Product is limited to the purposes of this Agreement.

C15. **Termination for Cause.** Subject to the terms of this Agreement, either party may terminate this Agreement for material breach after giving written notice and at least thirty (30) days to cure. If the breach is not cured, termination may occur after fifteen (15) days' additional written notice. Convergent may suspend performance during any cure period for Customer's breach without liability.

C16. **Governing Law and Dispute Resolution.** This Agreement is governed by the laws of the state or province where the Deliverables are provided ("Venue"). Any disputes that cannot be resolved through management-level discussions shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, if Venue is in the U.S. or the ADR Institute of Canada, if Venue is in Canada. The prevailing party is entitled to recover reasonable attorney fees and costs. The award of the arbitrator(s) shall be enforceable in any court having jurisdiction.

C17. **Force Majeure.** Neither party shall be liable for delays or failures due to causes beyond reasonable control, including but not limited to natural disasters, labor disputes, tariffs, supply shortages, acts of government, or other events of force majeure. Time for performance shall be extended as reasonably necessary.

C18. **Miscellaneous** This Agreement, together with the attached document and any referenced addenda, represents the entire understanding between Convergent and Customer regarding the Deliverables. It supersedes all prior or contemporaneous discussions, proposals, negotiations, or agreements, whether written or oral, relating to the same subject matter. This Agreement may only be modified in writing signed by both parties. If any provision is held invalid, the remaining provisions remain in effect. Neither party may assign this Agreement without written consent, except that a party may assign to an affiliate or successor

without consent. The parties are independent contractors. Notices must be in writing and are effective upon receipt. An Email to legal.notices@convergent.com shall suffice for Convergent. The sections on payment, warranty, indemnity, limitation of liability, and disputes survive termination. The parties require that this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglaise. The parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.