

## 1.0 INTRODUCTION AND DEFINITIONS

Throughout this document, including these Terms and Conditions and any attachments (together, the "Agreement"), the term "Convergent" refers to the Convergent affiliate operating in the jurisdiction 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, and regulations. Additional product and service information, notices and warnings are provided at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which Customer acknowledges that it has read and understands, and which are expressly incorporated in this Agreement.

### Definitions:

1.1 "Installation Work" means the installation, configuration, programming, commissioning, or integration activities performed by Convergent under this Agreement. Installation 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 Service Agreement. 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](https://www.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, damage, performance, security, compliance, or other issues arising from them to the fullest extent permitted by applicable law.

1.5 "Jurisdiction Grid" means the Convergent Choice of Law, Venue, Dispute Resolution, and Language Matrix available at [convergent.com/terms](https://www.convergent.com/terms), which is incorporated by reference into this Agreement.

1.6 "Order Document" means the proposal, quotation, statement of work, service agreement, work authorization, purchase order accepted by Convergent, or other mutually executed document describing the Deliverables, pricing, and commercial terms applicable to a particular engagement under this Agreement.

## PART A – INSTALLATION AND TIME AND MATERIALS

A1. Scope of Work. Convergent will perform the Installation Work described in the applicable Order Document in accordance with the agreed schedule and specifications.

A2. Customer Responsibilities. Customer shall:

- a. Provide site access and reasonable working conditions;
- b. Approve submittals, drawings, and requests for information in a timely manner;
- c. Provide all required electrical service, network connectivity, and supporting infrastructure unless expressly included within the scope of the Installation Work;
- d. Remove obstacles and safety hazards that may impede performance of the Installation Work; and
- e. Participate in testing, commissioning, training, and project closeout activities as reasonably requested.

Delays, disruptions, inefficiencies, or additional costs caused by Customer's failure to perform the foregoing responsibilities shall entitle Convergent to an equitable adjustment in schedule, pricing, or both.

A3. Invoicing.

a. 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 the applicable Order Document. 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. Convergent shall have no obligation to perform work outside the agreed scope without a written change order. If Convergent submits a change order request and Customer fails to respond within a reasonable time but directs or permits the work to proceed, such work shall be performed on a time and materials basis at the rates set forth in this Agreement, or, if none are specified, at Convergent's then-current rates.

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:

- a. All unpaid charges for Installation Work performed, whether invoiced or not;
- b. The cost of all materials, equipment, and supplies purchased, committed, fabricated, or otherwise incurred by Convergent through the effective date of termination;
- c. Any reasonable and documented non-cancelable obligations, commitments, or liabilities incurred by Convergent prior to receipt of the termination notice, including ordered materials and subcontractor commitments; and
- d. Any reasonable and documented costs arising from the termination, including restocking fees, return charges, demobilization expenses, and other pass-through costs, which shall be reimbursed without markup unless otherwise expressly provided in this Agreement. All amounts payable under this Section shall include applicable overhead and profit on Installation Work performed. Compensation for materials purchased or supplied but not installed shall include Convergent's standard sales markup. Convergent shall not be entitled to recover anticipated profit or lost profits on Installation Work not performed following termination. Except as expressly modified by this Section, the rights and obligations of the parties shall be governed by applicable law.

## PART B – SERVICES AGREEMENT

B1. Scope and Term. Convergent will provide the Support Services described in the applicable Order Document beginning on the Start Date identified therein and continuing through the Initial Term specified therein.

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' written 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 Order 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 the applicable Order Document. 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 unless and until the parties mutually agree in writing.

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. The Customer shall have no right of set-off against any Early Termination Charge. All prepaid fees are non-refundable. The foregoing shall apply only to the extent permitted by applicable law.

### PART C – GENERAL TERMS

C1. Payment Terms. All invoices are due within thirty (30) days of the invoice date. Late payments accrue interest at the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by applicable law. Convergent may suspend Support Services and Installation Work without liability for non-payment and without further notice, in the event payment is not received when due after reasonable notice. 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 Order 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. Customer acknowledges that supply chain disruptions, shipping delays, labor shortages, material shortages, and other delays beyond Convergent's reasonable control may occur and agrees to grant reasonable schedule extensions for such delays. Pricing is based on current market conditions and excludes increases resulting from tariffs, duties, taxes, manufacturer-imposed surcharges, freight increases, supply chain impacts, trade policy changes, regulatory actions, Force Majeure events, or other external factors beyond Convergent's reasonable control that increase Convergent's documented costs of performance. If such cost increases arise, Convergent shall submit a change order reflecting the actual, reasonable cost impact, and Customer shall reasonably cooperate in approving such adjustment. MSRP and manufacturer price increases shall be passed through to Customer. Convergent shall use commercially reasonable efforts to mitigate and minimize such increases where practicable.

C3. Taxes. Unless expressly stated otherwise in this Agreement, all prices are exclusive of applicable taxes, which shall be paid by Customer in accordance with applicable law.

C4. Compliance with Law. Each party shall comply with applicable laws and regulations, including anti-corruption, anti-money laundering, and modern slavery laws. Customer agrees not to sell, re-export, or transfer Third Party Products outside of the locations specified in the Agreement.

C5. Monitoring Services. These Terms and Conditions apply only to Installation Work and Support Services and do not apply to Monitoring Services. Any Monitoring Services provided by Convergent are governed solely and exclusively by the Monitoring Services Terms and Conditions available at <https://www.convergent.com/terms/>, which are incorporated herein by reference. In the event Monitoring Services are included in the Deliverables, Customer's acceptance of this Agreement constitutes acceptance of the applicable Monitoring Services Terms and Conditions.

C6. Weapons Detection. If Convergent provides Weapons Detection Systems or Services, such Systems and Services are defined and

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 over this Agreement.

C7. Hazardous Materials. Convergent may stop work if unsafe conditions are encountered. Customer shall indemnify Convergent for undisclosed hazardous conditions to the fullest extent permitted by applicable law for pre-existing hazardous conditions or hazardous conditions not caused by Convergent.

C8. Insurance. Convergent will maintain commercially reasonable insurance coverage consistent with applicable law and industry practice in the jurisdiction of performance. The existence of Convergent's insurance policies shall not be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

C9. Indemnification. To the fullest extent permitted by applicable law, Convergent shall indemnify Customer against third-party claims for bodily injury or property damage caused by Convergent's negligence or willful misconduct. Except to the extent prohibited by applicable law, the foregoing indemnification obligations shall be subject to the limitations of liability set forth in Section C10.

C10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES. CONVERGENT'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTHING IN THIS AGREEMENT LIMITS LIABILITY WHERE PROHIBITED BY LAW INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT WHERE SUCH LIMITATION IS NOT PERMITTED.

C11. Warranty. Warranties are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/> and incorporated herein by reference as in effect on the Effective Date. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONVERGENT PROVIDES NO WARRANTIES OR LIABILITY FOR THIRD PARTY PRODUCTS AND RELATED OEM SERVICES AND EXPRESSLY DISCLAIMS ANY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE LAW.

C12. Personal Data and Security. Each party shall comply with applicable data protection laws. Where required, a separate data processing agreement shall apply. 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.

C13. Intellectual Property. Convergent retains ownership of its intellectual property.

C14. Termination for Cause. Either party may terminate this Agreement for a material breach after at least thirty (30) days' notice with opportunity to cure, subject to applicable law.

C15. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the provisions of the Jurisdiction Grid available at <https://www.convergent.com/terms/> and incorporated herein by reference as in effect on the Effective Date. The Jurisdiction Grid establishes the governing law, venue, dispute resolution procedures, and controlling language applicable to any and all disputes under this Agreement based upon the jurisdiction of the applicable Convergent entity that is contracting with Customer without regard to conflicts-of-law principles. Any awards by arbitral bodies shall be enforceable in any court of competent jurisdiction. Where arbitration is the dispute resolution mechanism identified in the Jurisdiction Grid, the Arbitration Body identified in the Jurisdiction Grid shall have exclusive jurisdiction to determine its own jurisdiction, including any objections with respect to the existence, validity, scope, or applicability of the agreement to arbitrate, provided, however, that nothing herein shall be construed to limit the application of any non-waivable mandatory law or the jurisdiction of any court, tribunal, or governmental authority that possesses exclusive jurisdiction over a specific subject matter as a

matter of applicable law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

C16. Language. The language governing any disputes shall be as specified in the Jurisdiction Grid. For jurisdictions not listed in the Jurisdiction Grid, this Agreement shall be governed by the laws of the jurisdiction of the applicable Convergent entity that is contracting with Customer and any disputes shall be resolved by the courts located in that jurisdiction.

C17. Force Majeure. Neither party shall be liable for any delay or failure to fulfill its obligations (other than payment obligations) to the extent caused by events beyond its reasonable control. The affected party must promptly notify the other party and use reasonable efforts to mitigate the effects of such an event.

C18. Global Compliance and Enforceability. Nothing in this Agreement excludes, restricts, or modifies any rights or remedies that cannot be excluded, restricted, or modified under applicable law, including applicable consumer protection or competition laws. To the extent Deliverables are subject to any statutory or other legally required warranty or guarantee that cannot be disclaimed or excluded, Convergent shall be entitled, at its option, to: (i) resupply the applicable Deliverables; or (ii) pay the cost of having the applicable Deliverables resupplied; provided, however, that where the cost of resupplying exceeds the liability cap set forth herein, such cap shall be deemed modified to the minimum extent required to comply with applicable law, and no further.

C19. Special Offerings. If the Deliverables include intrusion detection, detection of specific threats to people or property (including gunshot, shooter, or explosives detection), drones, robotics, mass notification systems, or ballistics or explosives protection (collectively, "Special Offerings"), then, to the fullest extent permitted by applicable law, Convergent's indemnification, defense, and hold harmless obligations under this Agreement shall not apply to such Special Offerings. Customer shall, notwithstanding anything to the contrary in this Agreement, including any limitation, exclusion, or cap on liability or damages, indemnify, defend, and hold harmless Convergent and its affiliates, officers, directors, employees, agents, and subcontractors from and against any third-party claims, demands, actions, liabilities, damages, losses, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Special Offerings, except to the extent caused by Convergent's gross negligence or willful misconduct, to the extent such limitation is permitted by applicable law.

C20. Confidentiality. The parties acknowledge that they may have previously entered into a separate nondisclosure agreement ("NDA"). To the extent an NDA exists between the parties, such NDA shall govern the parties' confidentiality obligations relating to this Agreement and the Deliverables and is incorporated herein by reference.

In the absence of a separate NDA, each party shall protect the other party's non-public confidential information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. Confidential information shall not include information that:

- a. Is or becomes publicly available through no fault of the receiving party;
- b. Was lawfully known to the receiving party without restriction prior to disclosure;
- c. Is lawfully received from a third party without restriction and without breach of any obligation; or
- d. Is independently developed without use of or reference to the disclosing party's confidential information.

A receiving party may disclose confidential information to the extent required by applicable law, regulation, court order, or governmental authority, provided that, where legally permissible, the receiving party gives reasonable advance notice to the disclosing party and reasonably cooperates with efforts to seek confidential treatment. Upon written request, each party shall return or destroy the other party's confidential information, except for archival copies maintained pursuant to legal, regulatory, backup, or record-retention requirements.

C21. Purchase Orders. Any purchase order, procurement portal submission, vendor registration requirement, invoice portal term, or other document issued by Customer shall be deemed issued solely for Customer's internal administrative convenience. Any terms contained in such documents that are additional to, inconsistent with, or different from this Agreement are rejected and shall be of no force or effect unless expressly accepted in a written amendment signed by authorized representatives of both parties. Customer's issuance of a purchase

order shall not modify this Agreement, and Convergent's acknowledgment, acceptance, performance of work, shipment of products, invoicing, or fulfillment of any purchase order shall not constitute acceptance of any additional, inconsistent, or conflicting terms.

C22. Miscellaneous. This Agreement, together with the Order Document, any executed Statement of Work, proposal, and any referenced addenda expressly incorporated herein as in effect on the Effective Date unless otherwise expressly agreed, represents the entire understanding between Convergent and Customer regarding the Deliverables and 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 by a written amendment signed by both parties. Customer acknowledges that acceptance of Deliverables shall occur upon beneficial use, occupancy, operation, or thirty (30) days after substantial completion of the applicable Installation Work, whichever occurs first, unless a different acceptance procedure is expressly stated in the applicable Order Document. In the event of any inconsistency between the contract documents, the following order of precedence shall apply: (a) any executed Statement of Work or proposal, but only with respect to the specific Deliverables covered thereby; (b) these Terms and Conditions; and (c) documents incorporated by reference. Any documents incorporated by reference shall apply only as in effect on the Effective Date unless otherwise expressly agreed in writing. If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified only to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement without consent to an affiliate or successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets. The parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, fiduciary, or employment relationship between them. Notices under this Agreement must be in writing and delivered to the address or email set forth in this Agreement, with a copy to [legal.notices@convergent.com](mailto:legal.notices@convergent.com), and shall be effective upon receipt. The provisions relating to payment, warranty, indemnity, limitation of liability, confidentiality, and dispute resolution shall survive expiration or termination of this Agreement. No liquidated damages, delay damages, performance guarantees, service credits, penalties, back-charges, chargebacks, offset rights, or similar remedies shall apply to Convergent unless expressly set forth in the applicable Order Document and accepted in writing by an authorized representative of Convergent.