Terms and Conditions of Purchase

These terms ("**General Conditions**") and the terms on the face of any purchase order or other documentation ("**PO**") referencing, hyperlinking to, or attaching them ("**Specific Conditions**") together form the "**Contract**" governing Vendor's sale and Convergint's purchase, acceptance, and use of the goods and/or services described in that PO ("**Products**"). "**Vendor**" means the vendor identified on the purchase order and "**Convergint**" means the Convergint entity issuing it. Each is a "**Party**" and together the "**Parties**." For Products purchased for resale, "**Customer**" means the entity with whom Convergint has contracted to receive those Products. Terms incorporated below by hyperlink form part of the General Conditions and, in the event of a conflict, prevail over the General Conditions set forth in this document. Specific Conditions prevail over any inconsistent General Conditions. Capitalized terms have the meanings in Schedule 1 or in the terms below.

1. **Scope.** This Contract does not apply if a fully executed, binding written agreement between the Parties is in force on the Purchase Order date and covers the Products, in which case that agreement will govern instead. Otherwise, this Contract governs the subject matter of the PO. Convergint rejects all terms set forth or incorporated by reference in Vendor's proposals, price sheets, invoices, confirmations, or other documents.

2. **Reseller**. Where contemplated by the Parties, Convergint may issue Purchase Orders in its capacity as a reseller or distributor of the Products. In such event, Convergint is authorized to market, promote, install, configure, maintain, service, and Sell to Customers the Products (including applicable repair and service parts) together with any marketing collateral, instructions, manuals, specifications, and any other documentation that Vendor provides or makes available to Convergint or Customers ("**Documentation**"), including all rights necessary for Customers to obtain the full benefit of the Products. Nothing herein restricts Convergint from reselling similar or competitive products or services.

3. **Acceptance.** Vendor is deemed to accept this Contract upon the earliest of: (a) any indication of acceptance by Vendor; (b) Vendor's commencement of manufacture, delivery, or provisioning of Products; (c) Vendor's acceptance of payment from Convergint; (d) Vendor's failure to object within ten days after receiving this Contract; or (e) any other acceptance under applicable law.

4. **Support Services.** Vendor shall provide Convergint (and Customers, where applicable) with comprehensive and prioritized technical support for the Products across all available channels (*e.g.*, telephone, email, ticketing, and in-person) ("**Support Services**").

5. **Professional Services.** Any services provided to Convergint (or Customers, where applicable) in addition to Support Services shall be considered "**Professional Services**", which may include installation, implementation, configuration, commissioning, or integration of the Products. Where a Customer Agreement calls for Professional Services from Vendor, Vendor is obligated to familiarize itself and comply with all applicable terms and conditions in such Customer Agreement as well as any Customer policies and procedures. Vendor shall diligently perform all Professional Services in accordance with industry best practices and standards and all agreed-upon specifications and the time limits set forth in any agreed upon project schedule.

6. **Privacy**. Where Convergint is purchasing Products for its own use, Vendor's processing of Personal Data for which Convergint is a Data Controller shall be governed by the Convergint Supplier DPA, available on convergint.com/terms and incorporated herein by reference. If Convergint is purchasing Products in its capacity as a reseller or distributor of the Products, then to the extent Customer Personal Data is Processed by Vendor's Products, Customer is the Data Controller, Vendor is the Data Processor, and Vendor shall cooperate upon request to execute with Customer a data processing and/or information security addendum ("**DPA**"). Any DPA that Convergint enters with the Customer will be limited in scope to Processing by Convergint. Each Party will comply with all Applicable Data Protection Laws. Vendor shall not use or permit the use of Convergint or (where applicable) Customer Personal Data for any purpose other than which it was originally provided.

7. **Information Security**. Vendor shall at all times maintain and follow appropriate technical, organizational, physical, and administrative measures to maintain the security of all Products, information systems, and any associated integration or connectivity services that Vendor makes available. At no cost, Vendor shall develop and make available to Convergint and Customers (where applicable) any software and firmware updates and patches necessary to keep the Products in compliance with then-prevailing industry standards for cyber security.

8. **Fulfillment.** Vendor shall supply the Products in accordance with this Contract and at all times act diligently, prudently, honestly, faithfully and in the best interest of Convergint and (if applicable) Convergint's Customers. Time, quantity, and delivery or provisioning of the specified Products to the specified delivery location and by the specified delivery date are of the essence. Vendor shall deliver or provision Products strictly in the quantities, by the methods, to the delivery location, and by the delivery dates specified in the applicable PO. Unless otherwise expressly agreed in writing, Vendor may not make partial shipments; and if partial shipments are made, Vendor shall not charge for incremental delivery costs for additional shipments.

9. **Pricing**. All Prices are firm. Convergint shall not be billed at prices higher than stated on the Purchase Order unless authorized by an amendment issued and executed by Convergint. The price and all unit prices shown in the Purchase Order include all costs of and compensation for Vendor's performance hereunder. If prices in effect on the date of this Purchase Order are reduced prior to date of shipment or billing, the Products subject to this Purchase Order shall be billed at such lower price. Except as otherwise provided in this Purchase Order, the agreed price of this Purchase Order is not subject to increase for any reason whatsoever, including without limitation, changes in the cost of any Products to be furnished and/or installed hereunder or increases in wages. Tariffs, duties and other trade-related costs, freight, shipping, delivery, and taxes shall be charged as separate line items and solely charged on a cost-recovery basis consistent with standard rates for the applicable shipment. Vendor shall upon request provide substantiation of such charges and reasonable advance notice of material changes thereto.

10. **Packaging and Labeling.** Vendor shall properly pack, mark, label, and ship Products in accordance with applicable Law and industry standards.

11. **HazMat.** Vendor will furnish warning and notice (including appropriate labels on Products and packing) of any hazardous material which is part of any Hardware Products, together with applicable special handling instructions necessary to advise carriers and Customers (where applicable) how to prevent injury or property damage in the handling, use, or disposal of Products. Vendor and its Products shall comply with all applicable hazardous materials laws.

12. **Nonconforming Products.** If Convergint reasonably determines that Products delivered are Nonconforming Products, Convergint may: (a) reject Nonconforming Products for a Refund; or (b) require prompt correction or replacement of such Products at Vendor's cost, expense, and risk of loss for return-shipping and replacement.

13. **Returns.** In addition to rights granted by Vendor's return policies, Convergint may return to Vendor for a full Refund any Products if Convergint returns the Products: (a) unopened; or (b) undamaged and return is made within 60 days of receipt. Convergint shall not pay any fees or penalties but shall be responsible for return shipping.

14. **Shipping Terms.** Shipping terms shall be DAP Ship To Address (Incoterms 2020).

15. **Transfer of title**. Title to Products passes to Convergint upon delivery to the specified delivery location.

16. **Invoices.** Except as otherwise agreed on the face of the PO, Vendor shall issue invoices: (a) for Hardware Products, no earlier than shipment; (b) for Software Products, no earlier than provisioning; (c) for subscriptions, monthly in arrears; and (d) for Services, no earlier than completion and acceptance of the Services. Convergint will not be obligated to pay for charges not invoiced to Convergint within ninety (90) days after

Vendor has the right to invoice. Vendor shall follow Convergint's reasonably communicated invoicing instructions.

17. **Payment Terms.** Convergint shall pay all undisputed invoiced amounts due to Vendor within 90 days following Convergint's receipt of a correct, proper invoice, except to the extent otherwise provided on the face of the PO. Payment will not be deemed acceptance of Products. Vendor shall not put Convergint on credit hold or other suspended status on the basis of delayed payment unless it provides Convergint with 60 days' written notice and opportunity to cure.

18. **Changes**. At any time prior to shipment, Convergint may make changes to the Products to be delivered. In such an event, the contract price and timetable shall be modified accordingly in writing. Vendor may not begin work on the changes until written authorization has been received from Convergint, at which time the changes become part of the Purchase Order.

19. **Cancellation**. Convergint may, in its sole discretion, on notice to Vendor, without liability or penalty, immediately terminate, cancel, or modify any PO, in whole or in part, prior to the provisioning (for Software Products) or shipping (for Hardware Products) of the Products with or without cause.

20. **Termination**. Convergint may terminate this Purchase Order, in whole or in part, for convenience or cause. In the event of termination for convenience, Convergint shall pay Vendor for Products provided up to the effective date of the termination. Prepaid fees for Products not delivered shall be refunded. Vendor shall not be entitled to any further recovery, including loss of anticipated profits. All provisions naturally and reasonably providing rights to the parties subsequent to termination or expiration of this Purchase Order shall survive such termination or expiration. If termination is due to Vendor's default or breach of any condition hereof, Convergint shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall indemnify Convergint for any damages arising out of or resulting from, Vendor's breach or default.

21. **Effect of Termination**. The Parties shall cooperate in good faith to facilitate an orderly wind down of pending projects and activities, and where applicable, to facilitate ongoing support for Customers. All Customer rights to Products and related support or services (whether from Convergint or Vendor), along with all provisions of this Agreement required to give effect to such rights, survive termination or expiration of this Agreement for the remainder of the Customer's term solely to the extent necessary to honor such Customer rights, provided that Vendor has been paid the fees owed by Convergint for applicable Products and Services.

22. **Confidentiality**. Each Party shall protect the other Party's nonpublic information using reasonable care, use it only for purposes of this Agreement, and disclose it only to representatives who need to know and are bound by confidentiality obligations, or as required by law. Each Party is responsible for its representatives' compliance. These obligations exclude information lawfully known without restriction, independently developed, lawfully received from another source, or publicly available without breach. These obligations survive termination for three years, and for trade secrets, as long as protected by applicable law The provisions of this Section shall survive termination or expiration of this Agreement for any reason for a period of three (3) years after such termination or expiration, and for trade secrets, as long as protected by applicable law.

23. **Compliance**. Each Party shall comply with all Laws applicable to this Agreement and its obligations thereunder, including without limitation Laws related to the development, sale, licensing, shipping, import, export and delivery of the Products. Vendor shall ensure compliance with import and export control laws and regulations in connection with shipping and delivery of Product to the applicable delivery location (as applicable). Vendor represents and warrants that the use of its Products in accordance with Documentation complies with all applicable Laws. Vendor represents and warrants that use of the Products in the Territory will comply with all applicable Laws. Where Convergint is purchasing in its capacity as a reseller or distributor, Vendor represents and warrants that Convergint's resale, installation, and servicing of the Products will comply with all applicable Laws, including restrictions relating to country of origin or manufacturer. Each Party shall at its own expense maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the sale of the Products. On Convergint's request, Vendor shall promptly provide all information necessary to export and import Products under this Agreement, including the Export Control Classification Numbers (ECCN). Vendor warrants that all goods supplied hereunder are accurately classified under the applicable Harmonized Tariff Schedule and that all country of origin declarations are true, accurate, and compliant with U.S. Customs and Border Protection regulations. Vendor shall promptly notify Buyer of any change in the country of origin, manufacturing location, or HTS classification of any goods supplied hereunder. Vendor shall comply with, and require its Affiliates and subcontractors to comply with, all applicable Laws relating to ethical and responsible standards of behavior and with Convergint's Supply Chain Code of Conduct located at www.convergint.com/terms/.

24. U.S. Federal Compliance**. Convergint is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

25. **NDAA and TAA compliance**. Vendor represents and warrants that all Products are compliant with the National Defense Authorization Act and the Trade Agreements Act, and shall provide supply chain validation of such compliance upon request.

26. **HazMat.** Vendor will furnish warning and notice (including appropriate labels on Products and packing) of any hazardous material which is part of any Hardware Products, together with applicable special handling instructions necessary to advise carriers and Customers how to prevent injury or property damage in the handling, use, or disposal of Products. Vendor and its Products shall comply with all applicable hazardous materials laws

27. **General Warranties**. Each Party represents and warrants that it is duly organized, validly existing, and in good standing; is qualified to do business wherever required to perform this Agreement; has authorized its execution and has authority to perform it and grant the rights and licenses herein; and is legally bound by its terms.

28. **Product Warranties**. Without limiting and in addition to any standard Product or Service warranties provided by Vendor: (i) Software Product Warranties. Vendor warrants that for the period of access granted to the Customer (the "**Software Warranty Period**"): (a) Software Products will conform to and perform in accordance with the Documentation and applicable specifications; (b) Software Products will comply with all applicable Laws; (c) Convergint and Customers will receive Software Products free and clear of all encumbrances of any kind; (d) Software Products do not contain or transmit any Harmful Code; (e) Vendor has not incorporated Open Source Materials into the Software Products in such a way that creates obligations for Vendor or Customers to grant, or purport to grant, any rights with respect to the Software Products or associated software or systems. (ii) Hardware Product Warranties. Vendor warrants to Convergint that for a period of three (3) years from the acceptance of the Hardware Product by any Customer (the "**Hardware Warranty Period**"): (a) Hardware Products are free from defects in material and workmanship and fit and safe for use consistent with, and will conform and perform to, the Documentation and applicable specifications; (b) Hardware Products are free from defects in design; (c) Hardware Products will comply with all applicable Laws; (d) Convergint and Customer will receive Hardware Products, free and clear of all encumbrances of any kind; (f) Hardware Products are new and do not contain used or reconditioned parts; and (g) to the extent Hardware Products include software, such software will conform to the software warranties of the prior subsection. (iii) Intellectual

Property Warranties. Vendor warrants that: (a) the Products are either (i) the original work of Vendor and Vendor owns all Intellectual Property Rights in the Products; or (ii) Vendor has obtained all necessary right, title, and interest to comply with its obligations under this Agreement; and (b) neither the Products, nor the marketing, sale, and use of the Products, nor anything in or contemplated by this Agreement, infringes on or misappropriates any third-party Intellectual Property Rights. (iv) Services Warranties. Vendor warrants that the Services shall be performed in a professional, timely manner in conformity with industry standards and agreed-upon service level agreements, with properly skilled, trained, licensed, and certified personnel.

29. **Warranty Remedies**. During the applicable Warranty Period, if Products do not comply with the warranties in this Agreement, Vendor shall in addition to any remedies set forth in its standard warranty policies promptly: (a) remedy any non-conformance in order to bring the Product into conformance; (b) repair or replace such Products, provided that if a prompt repair meeting Customer timing requirements is not feasible, Vendor shall provide a replacement; or (c) render a Refund plus any shipping, transportation, and administrative charges paid by Convergint. For Hardware Products being repaired, replaced, or refunded, Vendor shall, at its cost, expense, and risk of loss, retrieve and return-ship non-conformant Products (including to make all necessary arrangements for such retrieval and return-shipping) and promptly send the repaired or replacement Products or provide a Refund. If Services do not comply with the warranties in this Agreement, Vendor shall: (a) promptly reperform the Services or otherwise remedy any non-conformance; or (b) render a Refund plus any administrative charges paid by Convergint. Vendor shall promptly reimburse Convergint via ACH for all costs and expenses, including cost of labor at Convergint's standard rates, that Convergint incurs in connection with addressing warranty non-compliances, including but not limited to costs associated with inspection, trouble shooting, testing, takedown, repair, update, upgrade, replacement, shipping, and transportation of non-conformant Products. All Products shall be subject to Vendor's then-existing and prevailing Product warranty and associated remedies, which (where applicable) Convergint shall be entitled to exercise on behalf of its Customers.

30. **General Indemnification**. To the maximum extent permitted by Law, Vendor shall indemnify, defend, and hold harmless ("**Indemnify**") Convergint and its Representatives, Customers, Affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") from and against any and all claims, demands, allegations, liabilities, damages, and reasonable costs and expenses (including attorneys' fees), whether based on tort, contract, warranty, or any other theories of recovery, relating to or arising out of: (a) breach under this Agreement by Vendor; (b) any negligent or more culpable act or omission of Vendor (including any gross negligence, recklessness, or willful misconduct); (c) Defective Products; (d) Vendor's misrepresentation of the Product or Services, including functions, features, or capabilities; (e) breach of the Vendor Information Security Requirements or information security or privacy harms or damages (including a Security Incident) caused by Vendor, the Products, or the Services; (f) any bodily injury or death of any Person, or damage to real or tangible personal property caused by the acts or omissions of Vendor; (g) any failure by Vendor to comply with any applicable Laws; and (h) employment-related claims by or on behalf of Vendor's Personnel.

31. **IP Indemnification**. Vendor shall Indemnify the Indemnified Party from and against all Losses relating to or arising out of any claim, demand, or allegation that any of the Products, Services, or Vendor Trademarks, or Convergint's or Customer's receipt or use thereof, infringes or misappropriates any Intellectual Property Right. If such a claim is or is likely to be made, Vendor shall, at its own expense, exercise the first of the following that is practicable: (a) obtain for Convergint and its Customers the right to continue to use and sell the Products and Services consistent with this Agreement; (b) modify the Products and Services so they are non-infringing and in compliance with this Agreement; or (c) replace the Products and Services with non-infringing ones that comply with this Agreement. If (a)-(c) are not promptly feasible, or upon request of Convergint, Vendor shall accept the cancellation and return (at Vendor's expense and without penalty) of infringing Products and Refund any amount paid for such Products. If the Products, or any part of the Products, become, or in Vendor's opinion are likely to become, subject to a claim that qualifies for intellectual property indemnification coverage under this Section, Vendor shall notify Convergint and Customers and undertake best efforts to provide Customers with business continuity and transition support.

32. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONVERGINT SHALL NOT BE LIABLE TO VENDOR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES OR LOSS OF PROFITS ARISING OUT OF ITS PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

33. **Insurance.** Vendor shall comply with the Vendor Insurance Requirements, available at convergint.com/terms, which is incorporated by reference in its entirety.

34. **Vendor agreement with Customer**. If Convergint is purchasing Products in its capacity as a reseller or distributor of the Products, then Vendor, and not Convergint, is solely responsible for Customer executing any agreement that it desires with Vendor (*e.g.*, EULA). Convergint is not a party to such agreement and has no liability or obligations whatsoever under, arising out or relating to any such agreement.

35. **Entire Agreement.** This Agreement, its exhibits, schedules, attachments, and appendices, and associated POs and SOWs constitute the sole and entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings or agreements, written and oral, regarding such subject matter.

36. **Survival.** Subject to the limitations and other provisions of this Agreement, any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

37. **Notices.** Except as otherwise provided, all notices under this Agreement shall be in writing, and shall be delivered personally, by electronic mail, or via nationally recognized express courier service, return receipt requested. Notices shall be directed to the addresses set forth in the Key Terms, above, and shall be deemed effective upon receipt. Either Party may change its address for notices from time to time by providing notice of such change to the other Party. Vendor shall provide Convergint prompt notice of any circumstances reasonably likely to give rise to any delay in or otherwise compromise Product or Service delivery, as well as any Product or Service defects likely to have a material impact on Convergint or, where applicable, a Customer.

38. **Construction; Headings**. The captions and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Each Party acknowledges that it has had the opportunity to review this Agreement with legal counsel. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply to this Agreement. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement.

39. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable under applicable Law, the provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Law, and the remaining provisions of this Agreement shall continue in full force and effect.

40. **Amendment and Modification; Waiver.** This Agreement may be amended only by a written instrument executed by a designated representative of each Party. Other modification attempts shall be null and void. No rights of a Party shall be waived by any act, omission or knowledge of a party, except by a signed instrument in writing expressly waiving such rights. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

41. **Cumulative Remedies.** Except as otherwise expressly stated in this Agreement, the rights and remedies of each party under this Agreement are cumulative, and in addition to all other rights and remedies available at law or in equity. No right of cancellation, return, Refund, credit or reimbursement constitute a limited or sole and exclusive remedy.

42. **Assignment.** This Agreement shall be binding on, and inure to the benefit of, the Parties, and their respective permitted successors and permitted assigns.

43. **Choice of Law; Dispute Resolution.** This Agreement is governed by Illinois law, excluding its conflict-of-laws rules. Each Party submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for any dispute arising out of or relating to this Agreement and waives any objection to venue or inconvenient forum.

44. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

45. **Relationship of the Parties.** The Parties are independent contractors, and nothing in this Agreement creates a joint venture, partnership, employment, agency, franchise, or other similar relationship. Neither Party has authority to bind or obligate the other. Each Party is solely responsible for its personnel.

46. **Force Majeure.** Neither party shall be liable to the other Party for damages, losses or events beyond such Party's reasonable control that delay such Party's ability to perform its obligations under this Agreement within the agreed upon time, provided that the impacted party undertakes best efforts to mitigate the effects of such delay and recover from the underlying events causing such delay, and that Convergint shall not be responsible for payment for Products or Services not provided during the delay.

47. **Language.** English is the officially recognized language for this Agreement.

SCHEDULE 1 — DEFINITIONS

"**Affiliate**" of a Person means any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, this Person.

"**Applicable Data Protection Laws**" means all applicable data and/or privacy laws, rules or regulations in connection with all use and processing of Confidential Information or Personal Data.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership, contract, or otherwise.

"**Data Controller**" refers to entities that assume the role of "Data Controller" (e.g., under GDPR), "Business" (e.g., under CCPA / CPRA), or other analogous roles in Applicable Data Protection Laws.

"**Data Processor**" refers to entities that assume the role of "Data Processor" (e.g., under GPDR), "Service Provider" (e.g., under CCPA / CPRA), or other analogous roles in Applicable Data Protection Laws.

"**Defective Products**" means Products or Services provided by Vendor that do not conform to the warranties set forth in the Agreement, do not conform to Documentation, or that do not function for their intended purpose.

"**Customer Agreement**" means a written agreement with respect to a Product between Convergint and Customer.

"Hardware Products" means Products that consist of or include equipment, hardware or components thereof.

"**Intellectual Property Rights**" means all worldwide industrial and other intellectual property rights of any kind, including patents, trademarks, domains, copyrights and other works of authorship, software, firmware, APIs, architecture, data, databases, specifications and documentation, trade secrets, and all similar or related proprietary rights, in each case whether registered or unregistered and including all applications, registrations, renewals, and extensions thereof.

"**Law(s)**" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

"**Personal Data**" means information relating to an identified or identifiable natural person or information otherwise considered "personal data" or "personal information" under Applicable Data Protection Laws.

"**Personnel**" means agents, employees, service providers, materialmen, or subcontractors engaged or appointed by Vendor or Convergint, as applicable.

"**Processing**" or "**Process**" when used in connection with Personal Data mean one or more of the following activities: collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, restriction, erasure, or destruction

"**Products**" means those products and services (including Services), including related Documentation, that are sold, supplied, or provisioned, directly or indirectly (including through distributors or intermediaries), by Vendor to Convergint. Products shall include all products and services, including all product lines and brands, that are made available by Vendor or any of Vendor's Affiliates, business units, or divisions.

"**Refund**" with respect to any Product or Service means a monetary refund to Convergint issued by ACH, unless otherwise agreed by the Parties.

"**Representatives**" means a Party's Affiliates, past or present employees, owners, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns.

"**Security Incident**" means any potential, suspected, or actual unauthorized disclosure, loss, destruction, compromise, damage, alteration, access or theft of a Product, information system and/or non-public information.

"**Sell(ing)**" means the sale of Products, either on a standalone basis or bundled with other products and services, for a purchase price in exchange for transfer of title, or the lease, rental, licensing, or provisioning of Products for a specified period of time (*e.g.*, on a subscription basis), either directly or through a distributor.

"**Services**" means collectively, the Support Services and Professional Services.

"**Software Products**" means Products that consist of, include, or whose functionality relies on, software or software components, and any Vendor software that facilitates or integrates with the API.

"**Trademarks**" means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names, domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection in any part of the world.