Georgia Department of Corrections

AirWarden Drone Detection Customer Support

Wilcox State Prison

11/06/2025

convergint

Paul Franco

Business Development Manager

CUSTOMER INFORMATION

Date: 11/06/202

Quotation # BS08846847CSI

To: Georgia Department of Corrections ("Customer" or "you")
300 Patrol Road PO Box 1529
Forsyth, Georgia 31029

Site: Wilcox State Prison
470 S Broad Steet
Abbeville, GA 31001

We are pleased to provide this proposal for your consideration. This quotation is valid for THIRTY (30) days.

BUSINESS OBJECTIVES

Following discussions and meetings with Georgia Department of Corrections, the Convergint team understands that Georgia Department of Corrections is seeking a service solution that fulfills the following Business Objectives:

Business Objectives	Stakeholders
• Transform from run-to-failure to a proactive preventive maintenance approach, reducing the risk of unexpected equipment failures and unplanned downtime, leading to smoother operations and improved productivity. • Improve system uptime and compliance • Reduce risk to security system(s) and overall system network • Utilize third party resources for highly specialized and difficult to hire tasks • Contract-out redundant system maintenance tasks in order to free up key team members for higher & better use of resources • Drive down the system(s) Total Cost of Ownership	Georgia Department of Corrections

CUSTOMER SUPPORT PROGRAM OVERVIEW

The intent of this Customer Support Program (CSP) is to partner with you in maintaining your system(s), reducing malfunctions and associated downtime. Convergint is committed to providing long-term customer satisfaction and support throughout the service partnership.

A properly planned Customer Support Program can help improve the performance and integrity of your systems and help extend the life of the systems.

As you walk through this proposal, you will see that the recommended services have been tailored to your unique needs and above business objectives.

PROPOSED SERVICES

Software Support Agreement (SSA): ☒ **Included** ☐ **Excluded**

The Software Support Agreement provides access to product manufacturer firmware and software updates, which helps keep systems operating with the latest software and secured with the latest patches. It also provides access to the product manufacturer technical support team if technical support is required for system troubleshooting. **Labor associated with applying firmware and software updates is not included, and requires the PPM option, below.** This option does not include any computer operating system updates or any software or system upgrades.

Password and Patch Management (PPM): ☐ **Convergint** ☒ **Customer**

Password Management:

Default, weak, and reused passwords pose a significant vulnerability to your security systems. Convergint offers unique password management solutions to protect your systems from compromise. By setting unique passwords on each system and site, we not only protect your security systems, but we also protect access to connected networks. Convergint utilizes an industry-leading password management system with 256-bit AES encryption to help ensure that each system has unique, highly complex passwords that restrict access according to the principles of least privilege. Additionally, there is no integration or direct connection between the database of passwords and on-premises systems.

Software and Firmware Maintenance:

Convergint periodically provides software updates and patches to help maintain your systems in accordance with manufacturers' recommendations and operating with the latest features, fixes, and vulnerability patches. Firmware, which controls the operation of network-connected devices, is also maintained in accordance with manufacturers' recommendations. Our specialists will install any compatible software and firmware patch releases to the system at the time of password change to help ensure system functionality and security. Systems and frequencies are identified in the Scope of Work section of this proposal.

Limitations:

Please note that this offering does not include “user” passwords or settings and only covers specific security system devices. If the customer is self-performing PPM, please review the *Cybersecurity Services Coverage* page in this proposal.

Preventive Maintenance ☒ **Included** ☐ **Excluded**

On a scheduled basis, Convergint will provide systems preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer’s recommendations and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of system components.

iCare Executive ☒ **Included** ☐ **Excluded**

This valuable online service tool includes all the features of iCare Manager plus: real-time status, metric and custom report, access to “My Document Library” (i.e., document sharing platform), administrative privileges, and customized email notification.

Comprehensive Equipment Coverage ☒ **Included** ☐ **Excluded**

Comprehensive equipment coverage includes the replacement of failed system components noted in the bill of material at no additional cost. This allows customers to mitigate potential financial risk that can be associated with unexpected repairs and/ or failed components.

Please note that failed or damaged equipment is based on the conditions noted in the terms and conditions of this proposal and excludes such items as natural causes or intentional damage. A one-time billable Pre-contract System Test is required to ensure that the system components are in good working condition prior to Convergint assuming responsibility for system equipment coverage. Any components found to be deficient will either need to be replaced or excluded from the comprehensive equipment list.

Note: Components will be replaced with same or similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. *Preventive Maintenance must also be included to qualify for equipment coverage.*

System Administration (AeroDefense) ☒ **Included** ☐ **Excluded**

Convergint will supplement your internal system administration support by providing valued front-end database management services. Services may include:

1. System programming changes
2. Standard & custom report set- up and report generation
3. General front-end system diagnostics

New Sensor Deployment ☒ **Included** ☐ **Excluded**

Convergint will augment the existing system with additional sensors for increased range and accuracy.

- One (1) fixed directional NEMA sensor for directional accuracy [used in conjunction with one (1) omni-directional NEMA sensor] (location as determined by AeroDefense Site Survey)
- One (1) fixed remote ID receiver sensor for increased range of drones broadcasting FCC-mandated remote identification.
- One (1) LTE router with built-in switch.
- Uninterruptible Power Supply (UPS) for sensor location.

Installation:

- Convergint will install 110VAC to the new sensor from nearby existing AeroDefense fixed sensor.
- Replace LTE router with router with a built-in switch for DF Sensor network connection.
- Reuse current LTE data subscription as maintain by GDC.

COVERED EQUIPMENT

Bill of Materials (The Equipment)
The following bill of materials is intended to establish the baseline for this proposal. Equipment not listed is excluded from scope.

Line	Qty	Description
1	4	AeroDefense AirWarden RF Sensor
2	1	AeroDefense AirWarden DF Sensor
3	1	AeroDefense AirWarden Remote Id Receiver
4	5	Uninterrupted Power Supplies

Software Support Agreement (SSA/SUSP)
The following bill of materials is intended to establish the baseline for this proposal. Software not listed is excluded from scope. This bill of materials is not intended to be a comprehensive list of all system parts

Line	Qty	Description
1	1	AeroDefense AirWarden Control Server
2	4	AeroDefense AirWarden RF Sensor
3	1	AeroDefense AirWarden DF Sensor
4	1	AeroDefense AirWarden Remote Id Receiver
5	10	AeroDefense AirWarden Users

CONVERGINT: UNIQUELY QUALIFIED

Our people, culture, technologies, and service differentiate us from our competitors. Convergint is committed to being our customers' best service provider with a culture of integrity, accountability, and excellence.



Our People | At Convergint, our greatest strength is our people. We hire and develop the industry's most dedicated and qualified service colleagues and provide an aggressive certification plan in the latest technology innovations, industry trends, and regulations.



Our Technologies | Convergint maintains strong relationships with the world's leading technology partners. Instead of being limited to one manufacturer, we support a variety of systems, thus enabling you to avoid sole source dependency while ensuring long-term system and service flexibility and cost-effectiveness. We have service technicians certified across a wide range of systems, giving you the ultimate in peace of mind.



Our Services | Convergint designs service programs to meet each customer's specific business goals by leveraging dedicated, certified colleagues to ensure system integrity and uptime. Convergint's customer portal, iCare®, gives you real-time access to your service work orders, status, metrics reporting, and service spend by site. iCare is a fully integrated tool connected to all aspects of the Convergint enterprise, from customers to schedulers to technicians in the field. Our iCare portal promotes transparency, visibility, and accountability to you, our customer.



Our Programs | Our Customer Support Programs are customized *to you* based on industry best practices, and your individual site and business objectives. Through this program, you will be given **priority on emergency service calls** along with **preferred service discounts on labor rates** in accordance with Convergint's published Standard Rates.



Our Commitment | Our commitment to service excellence starts with supporting you where you are and meeting your internal compliance needs. Telephone diagnostic support is available for all Customer Support Program customers. Our on-call technicians will provide diagnostic and troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.



Our Reach | Convergint delivers services across cities, countries, and continents - but focuses on serving you where you are. When you call us, you reach the local market office - not a centralized call center. When delivering complex services or projects for our customers, we excel at connecting partners and subcontracting partners to serve you the way you want to be served.



Our Culture | Convergint operates on a set of core Values and Beliefs that express our responsibility to our customers, colleagues, and communities. Our V's & B's are not just words on a page but are the very fabric of Convergint culture. Our daily commitment to these ideas is one key reason why our customers choose to do business with Convergint.

TOTAL INVESTMENT

Hourly Service Rates			
	Business Hours (8:00am to 5:00pm)	**After Hours (Monday - Saturday)**	**Sunday & Holiday**
Standard Rates	$225	$305	$365
CSP Rates	**15%** off Current Standard Rate	**15%** off Current Standard Rate	**15%** off Current Standard Rate

All Service Calls:

- Subject to a two-hour minimum
- Priority 1 (P1) emergency service calls during normal business hours will be billed at After Hours Rates
- Billed based on technician travel time from portal to portal, including time on site
- Include a trip charge
- May include battery disposal fees

Clarifications:

- Service Rates above are subject to change over the course of this agreement and any change will be applied at the time of service.

Agreement Details					
Agreement Start Date	9/1/2025				
Agreement Duration	3 Years				
	Year 1	**Year 2**	**Year 3**		
Total Investment	$356,325.00	$ 0.00	$ 0.00		
Sales Tax	Price excludes applicable sales tax				
Payment Schedule	The agreement will be invoiced annually in the first month of the agreement period (Net 30 days) unless mutually agreed otherwise.				

Proposal Attachments:

- Clarifications, Qualifications, and Exclusions
- Convergint Technologies Terms and Conditions (Customer Support Program)

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

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Customer Name ***Date***

Georgia Contract #99999-SPD0000172-006

Authorized Signature ***Printed Name and Title***

CLARIFICATIONS, QUALIFICATIONS, & EXCLUSIONS

Software Support Agreement (SSA) and Password & Patch Management (PPM):

Customer has been advised of the SSA and PPM services described above. These services may vary depending on the specific devices involved, but typically include periodically updating device passwords to meet complexity and password rotation requirements; securely managing those passwords on behalf of Customer; and periodically updating device firmware to incorporate vulnerability patches, enhancements, and bug fixes made available by the device manufacturer. Please ask your Convergint point of contact for more details on the specific PPM services available for your devices. **These services reduce the risk of cyber vulnerabilities.**

Convergint cannot guarantee the security of the devices it installs or of Customer's IT environment, no networked system can be completely secure, and Customer remains ultimately responsible for its IT environment. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. IF CUSTOMER DECLINES THESE SERVICES, CUSTOMER (AND NOT CONVERGINT) IS RESPONSIBLE FOR PERFORMING THESE SERVICES.

Pricing Assumptions

1. The Equipment listed are approximate quantities that were estimated during the site walk. Customer must provide the final Equipment list to be included in this Agreement, which may result in adjustment of the fees.
2. For comprehensive coverage on systems not installed by Convergint, parts and/or labor coverage will not take effect until the system has been fully inspected by Convergint and all deficiencies have been corrected by Customer.
3. Unless specifically included in this Agreement or Customer has separately contracted with Convergint for the work, all other work related to the Equipment will be billed separately at Convergint's then current billing rates and material prices.
4. Customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment. Waivers may be required prior to operating customer's lift or heavy equipment. If equipment is not provided, additional charges may apply.

Customer Responsibilities

1. Customer agrees to maintain at its expense, any software licensing agreements and installed software media required for the operation and or diagnostics of the Equipment.
2. Customer agrees that when service must be provided where cash, negotiable securities, and other valuables are readily accessible, Convergint employees and representatives shall always be accompanied by Customer's employee or representative.
3. Customer agrees to obtain and pay for all permits and licenses, and to discharge any fines, imposed by any governmental body or agency relating to the Equipment, its operation or malfunction.
4. If any Equipment is modified or serviced by a third party during the term of this Agreement, then Convergint has the right to inspect the Equipment, and Customer agrees to pay Convergint at its then current billing rates and material prices for the costs of inspection plus parts and/or labor required to align the Equipment with this Agreement. If Customer refuses such inspection or additional services, then Convergint has the option to delete such Equipment from this Agreement.

Exclusions

The following are excluded from the scope of services:

1. Convergint has no obligation to perform service, repair or replacement in the event of a Equipment failure or malfunction due to: burglary, storm, power surge or fluctuation, power failure, abnormal environmental conditions (such as extreme temperatures), fire, flood, war, riot, civil commotion, other acts of God, rodent/insect issues, settling of walls or foundation, abuse, usage of Equipment for purposes other than designed and/or intended, or the negligence or acts or omissions of Customer or any third party. Service, repairs or replacement necessitated by these conditions are billable to the Customer at Convergint's then current billing rates and material prices.
2. Any work required by new or retroactive code changes, or violations or deficiencies identified prior to the effective date of this Agreement.
3. Testing, if applicable, of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. For coverage on systems not installed by Convergint, parts and/or labor coverage will not take effect until the systems have been fully inspected and all deficiencies corrected.

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

IMPORTANT NOTICE

You requested that Convergint provide you with certain security and safety products and services. By using these products and services, you acknowledge that:

- **Under no circumstances should Convergint-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergint-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergint account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergint in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergint can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergint.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergint does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.**

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

SECTION 1. THE SERVICES

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the services set forth in the accompanying Proposal ("Services") and, subject to any changes or addendums, represents the entire agreement between Convergint and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

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

Customer understands that Convergint is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") being maintained under this Agreement.

This Agreement assumes the systems and Third Party Products covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergint, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Costs adjusted accordingly.

Customer agrees at no cost to Convergint:

a. To provide access to all areas of the site for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the accompanying Proposal);
b. To supply suitable electrical service as required by Convergint;
c. To remove site obstacles and job safety hazards; 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 Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

It is understood that repair, replacement and emergency service provisions apply only to the systems and Third Party Products covered by this Agreement and identified in the Agreement. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, are not included in this Agreement.

In the event that the systems or Third Party Products included in this Agreement are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergint representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergint shall have the right to exercise any or all of the following options in response to this Modification Event:

a. Require that the systems or Third Party Products impacted by the Modification Event be subject to reacceptance testing by Convergint;
b. Require removal of the equipment impacted by the Modification Event from the scope of this Agreement, so that the Services hereunder will not apply to such equipment;
c. Require termination of this Agreement upon thirty (30) days' notice to Customer, at Convergint's option.

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

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

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. TERM

This Agreement will commence on the Services start date ("Start Date") and continue for the period of time specified in the accompanying Proposal ("Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for successive terms of one year ("Renewal Term" and together with the Initial Term, the "Term"). Either party may terminate this Agreement by giving the other party no less than thirty (30) days written notice prior to the expiration date of the Initial Term or the then current Renewal Term.

SECTION 3. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. CSP Costs includes only the Services, including Third Party Products, set forth on Convergint's Proposal, unless noted otherwise. Additional services or Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the CSP Costs upon invoice to Customer.

SECTION 4. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Services without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 5. WARRANTY

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

SECTION 6. CHANGES

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

SECTION 7. FORCE MAJEURE

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

SECTION 8. INSURANCE

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

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

Convergint shall not provide loss runs or copies of its insurance policies. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergint shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 9. INDEMNIFICATION

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

If Convergint is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergint's indemnification obligations under the Agreement do not

apply whatsoever and Convergint Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergint Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergint , except to the extent of Convergint's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergint provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 10. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST INCIDENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 11. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

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

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

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

SECTION 12. PERSONAL DATA & SECURITY

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

To the extent Convergint accesses Customer's information systems, Convergint will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 13. INTELLECTUAL PROPERTY

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

SECTION 14. PRICE ADJUSTMENT

Beginning on the one (1) year anniversary of the Start Date and annually thereafter for the Term of this Agreement, Convergint may automatically adjust the CSP Costs and Rates set forth in this Agreement: (i) by a percentage equal to the annual percent change in the Consumer Price Index ("CPI") for "All Cities, All Urban Consumers" as published by the Bureau of Labor Statistics of the U.S. Department of Labor (if the Services are performed in the United States) or Statistics Canada (if the Services are performed in Canada) for the 12-month period ending December 31 of the prior year; or (ii) with five (5) days prior written notice, in excess of the CPI if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be provided and/or labor costs related to personnel responsible for performing the Services, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Services, and (e) such adjustment is supported by documentation or other evidence. The effective date of this adjustment shall be the first invoice in each new anniversary year. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 15. TERMINATION

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

SECTION 16. GOVERNING LAW AND DISPUTES

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

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

SECTION 17. MISCELLANEOUS

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

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

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

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

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

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

If Customer transfers ownership or management of the Customer's site to a third party, Customer will promptly provide Convergint with the new owner's or manager's contact information and take all such actions as are necessary to assign this Agreement to the third party.

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

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

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

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

Convergint provides additional product safety and service information at https://www.convergint.com/terms/ (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.