1955 Evergreen Blvd, Duluth, Georgia 30096
Mobile (404) 643-9113
paul.franco@convergint.com

March 3, 2026

Dekalb County School District (“Customer” or “You”) Quotation: PF00817460P
Sequoyah Middle School
3456 Aztec Rd Doraville, Georgia 30340
Attention: William Clowers

Reference: **Sequoyah MS/HS Security - Phase II**
REV 1.0

On behalf of Convergint’s global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint’s reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry’s top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers’ best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry’s best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

Convergint has prepared this proposal design, furnish, coordinate, install, and commission an *access control system (ACS), intrusion detection system (IDS), and video surveillance system (CCTV)* for the above-referenced project. This proposal includes the detection and notification equipment as represented in the attached bill of material, as detailed below. In addition, it represents a code-compliant system including interfaces to other building system functions & equipment, as required. In the event that the Convergint scope is dependent on other trades, it is assumed that a reasonable amount of time will be made available for mobilization and delivery of scope.

This proposal includes a full system installation at Sequoyah Middle School which shall be installed to the local jurisdiction's current IBC/IFC (2018), NFPA 70/NEC (2020), NFPA 72 (2019), DBCA (2019) codes & standards, and manufacturers requirements for which the project is vested. All labor estimated for this project is during regular business hours. Convergint to execute this project in one phase, and is only the portion of work referred to by the phase II. Work within phases IA and IB of the referred project is included in a separate proposal, PF00817456P.

Access Control System (ACS)

- The access control system proposed is an OnGuard access control system manufactured by LenelS2 (Honeywell) and an expansion of the system installed in Phase IA/IB.

- **Access Control Panel (ACP):** Convergint to furnish, device harden and install three (3) LifeSafety enclosures with a total of sixteen (16) Mercury controllers to be mounted within IDF rooms IDF 1101, and IDF 1520.
    - Electrical contractor to provide 120VAC circuit and fire alarm relay at panel for door lock interface.
    - Others to provide IP drop and static IP addresses (2; IDF 1101, and IDF 1520).
- **Card Reader Door Packages:** Convergint to furnish and install eight (8) exterior card reader door packages, ten (10) interior card reader door packages, two (2) bi-directional interior card reader door packages, and two (2) MDF/IDF card reader door packages, with four (4) remote-door-release card readers in the main office located at/by the front staff desks (2 per side). Each single direction door package includes: one (1) card reader, one (1) motion-activated PIR request-to-exit sensor, and door position sensors. Each bi-directional door package includes: two (2) card readers, one (1) emergency lock release, and door position sensors.
    - For each exterior door package:
        - One (1) door-prop-alarm sounder is included.
        - Others to provide one (1) exit device with electric latch retraction hardware set on the active leaf closest to the card reader with lock power supply.
            - Electrical contractor to mount and connect 120VAC to lock power supply above accessible ceiling near new card reader door.
            - Convergint to provide low-voltage cabling and connect the electrified exit device to the associated lock power supply and ACS.
    - For bi-directional reader door packages, one maglock package is included. All other electronic locking devices are provided by others.
    - BlueDiamond style card readers to be install only within the building interior with keypads on network rooms.
    - Electrical Contractor to provide single-gang box for card reader (42" A.F.F.) and conduit stub-up to accessible ceiling.

  - Electrical contractor to provide pathway with string within new door frame to accessible ceiling for electric door hardware.
  - Cabling and connections to automatic door openers is not included.
- **Elevator Card Reader Packages:** Convergint to furnish and install three (3) elevator cab call card reader packages including one (1) card reader.
  - The ACS shall interface with the cab call system to prevent calling the elevator cab to the floor until a valid card read is presented.
  - BlueDiamond style card readers to be installed.
  - Elevator card readers shall be mounted in close proximity to the elevator call button.
  - Electrical Contractor to provide single-gang box for card reader (42" A.F.F.) and conduit stub-up to accessible ceiling.
  - Electrical Contractor to provide elevator controller pathway for ACS connection including conduit stub-up to accessible ceiling.
- **Monitored Door Packages**: Convergint to furnish and install one (1) new monitored door packages with a total of two (2) door position sensors. Each package includes one (1) door prop alarm sounder, and door position sensors. Multiple door sets that comprise a single-entry location (i.e. main entry), excluding any card reader sets, are considered as one (1) monitored door. Door prop alarm sounders and door position sensors are wired to ACP.
  - Electrical contractor to provide pathway with string within new door frame to accessible ceiling for electric door hardware.
- **Programming:** Convergint to program new Mercury controllers within the district's existing district-wide OnGuard platform and commission the newly installed devices.
- **Testing:** Convergint to provide 100% testing upon completion of the installation.

Intrusion Detection System (IDS)

- The intrusion detection system proposed is a Bosch intrusion system and an expansion of the system installed in Phase IA/IB.

- **Intrusion Detection Control Panel:** Installed as part of Phase IA/IB.
- **Intrusion Detection Device Power Panel:** Convergint to furnish and install two (2) new Altontix power supply at the network rooms IDF 1101, and IDF 1520 to power all local field intrusion devices.
  - Electrical contractor to provide 120VAC circuits at panel locations.
- **Keypads:** Convergint to furnish and install three (3) intrusion detection keypads at key locations and within the alarm zone it shall control.
- **Monitored Door Packages:** Convergint to monitor twenty-three (23) door sets; two (2) door sets, four (4) overhead doors, and seventeen (17) door sets via 8-input modules at the ACP locations. The seventeen (17) monitored door sets include the exterior card reader door sets and monitored door sets mentioned above.
- **Field Intrusion Devices:** Convergint to furnish and install twenty-three (23) new motion-activated PIR sensors.
- **Intrusion Input Devices:** Convergint to furnish and install twenty-nine (29) new single input modules for the intrusion devices, such as motion sensors and overhead door position sensors. Each input module shall be installed within 4" square boxes

(included) in the accessible ceiling, typically outside of the classroom where its associated intrusion device is located.

- **Programming:** Convergint to program Bosch control panel and commission the newly installed devices. Integration into the OnGuard access control system for monitoring and alarm event notification is included.
- **Testing:** Convergint to provide 100% testing upon completion of the installation.

Video Surveillance System (CCTV)

- The video surveillance system proposed is a CompleteView version 8.2 video management system manufactured by Sailent Systems with cameras manufactured by Hanwha Vison.

- **Network Video Recorder:** Convergint to furnish, device harden and install one (1) new network video recorder (NVR) in a network rack in the datacenter at the William Brady Bryant Technology Center (2652 Lawrenceville Hwy, Decatur, GA 30033).
- **Cameras:** Convergint to furnish, device harden and install eight (8) multi-sensor cameras, five (5) dual-head cameras, one (1) 180° panoramic cameras, six (6) 360° “fisheye” cameras, forty-two (42) dome cameras, seven (7) bullet cameras and two (2) video door-station intercom.
    - Camera licenses are included.
    - Others to provide IP drops and static IP addresses (69).
- **Network Infrastructure:** Others to provide all required network cabling, patch panels, surge protection devices, network switches and network uninterrupted power supplies (UPS).
- **Programming:** Convergint to program a CompleteView system per district standards and commission the newly installed devices. Integration into the OnGuard access control system for visual verification of alarm events is included.
- **Testing:** Convergint to provide 100% testing upon completion of the installation.

See attached drawings for device locations and additional information.

Required by Others

- Electrical Contractor to provide 120VAC circuit(s) for panels (IDF 1101{x2}, and IDF 1520{x2}).
- Electrical Contractor to provide fire alarm relay for ACS panel (IDF 1101, and IDF 1520).
- Others to provide IP drops (71; 2 panel [IDF 1101 and IDF 1520] and 69 camera locations).
- Electronic locking devices for reader doors.
- Others to provide all required network cabling, patch panels, surge protection devices, network switches and network uninterrupted power supplies (UPS).

Device Hardening (reduce cyber risk)

Convergint may provide Device Hardening services for certain qualifying and scoped equipment. Services may include disabling unused & non-essential device features, disabling unused network comms (e.g., services, ports), changing default passwords, and updating firmware. The hardening services provided will depend on the equipment being installed, equipment capabilities, and manufacturer-provided permissions and recommendations. Not all equipment may receive hardening. Ask your Convergint contact for details on qualifying equipment and the hardening services being provided.

These are one-time services — ask your Convergint contact for information on how Convergint can provide ongoing support.

Convergint cannot guarantee the security of the devices it installs or of Customer's IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.

convergint

Materials

Line	Qty	Part	Description	Manufacturer
1	ACS Headend			
2	3.00	J7-152CD8T6A	400W DV - 24AUX E8M2	LifeSafety Power
3	1.00	LNL-X2220	Intelligent Dual Reader Controller powered by 12 or 24 VDC @ 500mA (w/o Rdr Power),, size (6 (152mm) W x 8 (203mm) L x 1 (25mm)H); 6 MB standard cardholder flash memory, 50,000 of event memory, maximum of 32 devices, On-board Ethernet, Dual Path capa	lenel
4	14.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 Supports OSDP Readers) 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	lenel
5	1.00	LNL-1100-S3	Input Control Module (Series three) 12/24 VDC, 16 zone input monitor module, (32) 1K resistors (with 2 programmable output relays) , RoHS, CE, C-Tick and UL294 certified	lenel
6	1.00	LNL-1200-S3	Output Control Module (Series three) 12/24 VDC, 16 relay output control module , RoHS, CE, C-Tick and UL294 certified	lenel
7	12.00	PW-PS1270	12V 7AH SLA BATTERY F1	Power-Sonic
8	1.00	PRO-64RUP	64 Access Readers upgrade for all PRO systems, no maximum on number of readers.	lenel
9	Card Readers			
10	8.00	NC-OP90HON	VANDAL RESISTANT READER HID	Honeywell
11	17.00	LNL-R11320-05TB	BlueDiamond Mobile Enabled: US Single Gang	lenel
12	2.00	LNL-R11325-05TB	BlueDiamond Mobile Enabled: US Single Gang Reader with Keypad	lenel
13	1.00	LNL-R11330-05TB	BlueDiamond Mobile Enabled: Mini-Mullion Reader	lenel
14	Door Devices			
15	20.00	DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	Bosch Security and Safety Systems
16	70.00	0E-SRFMTMG3W	3-Wire Surface-Mount Magnetic - SPDT	ADI Pro
17	17.00	0E-1GANGSIRN	INDR/OUT SIREN 105 DB	W Box Technologies
18	4.00	SZ-492	Emergency Door Release Pull Station	Security Door Controls
19	4.00	AC-600LB	600LB MAGNETIC LOCK W/BOND SEN	Alarm Controls
20	IDS Head End			
21	0.00	B9512G-C	KIT (B9512G, B8103, D1640, D101)	Bosch Security and Safety Systems

Line	Qty	Part	Description	Manufacturer
22	3.00	SWG-1450	Intrusion Panel Support Option (per panel) - check compatibility chart for panel support. NOTE: This license is primarily for older systems. New licensing method, is specific to panel manufacturer. It is not required to have both. So a NEW system would ha	Ienel
23	3.00	B430	PLUG-IN COMMUNICATOR, TELEPHONE	Bosch Security and Safety Systems
24	3.00	B426	CONETTIX IP ETHERNET INTERFACE	Bosch Security and Safety Systems
25	2.00	0E-OUTDSIRSB	2-TN SIREN 120DB W/BLU STROBE	W Box Technologies
26	IDS Subpanel			
27	5.00	AX-AL600ULPD4	UL 12/24VDC 6A P/S W/PD4 INST.	Altronix
28	5.00	B299	POPEX MODULE FOR B9512G AND B8512G	Bosch Security and Safety Systems
29	IDS Devices			
30	5.00	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)	Bosch Security and Safety Systems
31	17.00	B208	8 INPUT MODULE FOR SDI2 BUS	Bosch Security and Safety Systems
32	79.00	D9127U	POPIT WITH NO TAMPER SWITCH	Bosch Security and Safety Systems
33	2.00	DS9370	70' DIAMETER CEILING MOUNT TRITECH - WHITE	Bosch Security and Safety Systems
34	9.00	ISC-PDL1-WC30G	100' BY 10' PROFESSIONAL SERIES PIR/MICROWAVE TRITECH CURTAIN DETECTOR	Bosch Security and Safety Systems
35	34.00	ISC-BDL2-W12G	BLUE LINE GEN 2 TRITECH 40 FT. BY 40 FT.	Bosch Security and Safety Systems
36	42.00	DS936	LOW PROFILE CEILING MOUNT PIR	Bosch Security and Safety Systems
37	11.00	0E-SRFMTOD3W	SURFACE MNT MAG CONTACT - SPDT	ADI Pro
38	Video Intercom			
39	1.00	TID-600R	2MP INTERCOM, WDR,1.6MM FIXED LEN, TOUCHLESSCALL BUILT-IN MIC	Hanwha
40	Dual-Head Camera (~180°)			
41	5.00	HAN-PNMC12083RVD	Network vandal outdoor 2CH AI IR dome	Hanwha
42	3.00	SQ-SB300WMW1	WALL MNT ACCSSRY WHT COMP	Hanwha
43	3.00	SQ-SBP300BW1	Camera Wall Mount Bracket	Hanwha
44	Multi-Head Camera (360°)			
45	7.00	SQ-PC1683RVQ	4MP x4CH Dome; Motorized Varifocal	Hanwha
46	7.00	SMG-SBP250HMW	Hanging Cap for PNM-9084QZ & C16083RVQ &	Hanwha

convergint

Line	Qty	Part	Description	Manufacturer
47	7.00	SQ-SB300WMW1	WALL MNT ACCSSRY WHT COMP	Hanwha
48	5.00	SQ-SBP30KMW1	CORNER MOUNT ADAPTER ACCESSORY	Hanwha
49	Mini Multi-Head Camera (360°)			
50	1.00	SQ-PMC1613RVQ	4MP x4CH Mini Multi-directional Camera; AI (classified object); Fixed Focal Length	Hanwha
51	Single-Sensor 360° Camera			
52	6.00	SQ-XNF9013RV	12MP Fisheye Camera; AI	Hanwha
53	Standard Dome			
54	42.00	SQ-QNVC9083R	4K Outdoor Vandal Dome Camera; 3-10mm; AI; IR; IP66	Hanwha
55	Bullet Cameras			
56	7.00	SQ-QNCC9083R	4K Outdoor Vandal Bullet-Style Camera	Hanwha
57	7.00	SQ-SBO140BW	Back box for Bullet Camera QNO-C9083R	Hanwha
58	Panaramic Camera (180°)			
59	1.00	HAN-PNMC9022RV	8MP Panoramic Camera with AI and IR	Hanwha
60	1.00	HAN-SBV253WCW	Weather cap compatible with: PNM-9031RV	Hanwha
61	Network Video Storage			
62	1.00	PD5108T54	Power DAS included: Direct Attached Storage - 132TB Warranty:5 year NBD: RAID 5; No hot spares; rev:002	Salient Systems
63	69.00	SMAE5	5yr Software Maintenance Agreement	Salient Systems
64	9.00	DV-CH-8UP	Eight (8) Camera channel device license to non-LenelS2 supplied server solutions.	lenel
65	8.00	SMG-SPO6011	60W HPoE Injector	Hanwha
66	Wireless Network			
67	5.00	M5-WES4KT	GEN 4 5 GHZ WRLS ETHRNT KIT	KBC Networks
68	8.00	DTK-DTKMRJPOES	Single Channel Power over Ethernet Surge	DITEK
69	Cable			
70	10.00	4461030	4 Element Composite Cable Plenum Ylw Jkt	Windy City Wire
71	7.00	002380	18-04 Unshielded Stranded Plenum Wht Jkt	Windy City Wire
72	3.00	761389	16-04 Unshielded Solid Plenum FPLP -Wht Stp	Windy City Wire
73	1.00	004380-110	22-04 Unshielded Stranded Plenum Jkt	Windy City Wire

Total Project Price	$ 496,445.00

convergint

Clarifications and Exclusion

1. *Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the course of the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Convergint's control, Convergint will assess their impact and submit a formal change order for review. Project continuation may require an adjustment to the budget accordingly. Customer's agreement to the change request will not be unreasonably withheld.*
2. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
3. Low voltage wiring shall be installed via open air code approved methods.
4. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
5. Permits or associated fees are not included.
6. Customer to provide static IP addresses and network connections at panel locations.
7. Customer to provide a secured staging & storage area for project related materials.
8. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
9. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
10. Proposal does not include sales tax unless otherwise noted.
11. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
12. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
13. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergint's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergint's control. If such cost increases arise, Convergint will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergint will use commercially reasonable efforts to minimize such increases.

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

convergint

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.**

convergint

Performance Items

Items Included	
Installation of Intrusion Panels	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	On-Site Lockable Storage Facility
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner to Provide Static IP Addresses	Owner Training
Project Management	Specialty Backboxes
System Programming	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Workstations by Others

Total Project Investment: **$ 496,445.00**

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Paul Franco
Convergint
Paul Franco

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.

William Clowers	March 3, 2026
Customer Name (Printed)	Date
Authorized Signature	Title

convergint

convergint

Convergint Technologies Terms and Conditions (Install & T&M) **Version 4.1 (US AND CANADA) September 2024**

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 Work is being performed and "Convergint Related Parties" means Convergint and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders 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") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. 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.

THE WORK 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 Work, including Third Party Products, provided by Convergint is 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 Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, risk of loss with respect to such or Third Party Product 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. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional 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 price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work 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 4. 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 5. CHANGES

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

SECTION 6. 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 Price.

SECTION 7. 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

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. 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 8. 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 wavier 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.

convergint

SECTION 9. 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. 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 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. 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 Work.

If during the course of its Work, 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 Work is to be performed, Convergint is entitled to stop the Work 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 Work 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 11. 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 12. 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 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) 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 Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. 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 14. 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 work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, 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 Construction Industry 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 16. 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 work 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.

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

In no event will 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.