

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

August 15, 2025

DeKalb County Government ("Customer" or "You")

Fire Rescue Administration Building

1950 W Exchange Pl Tucker, Georgia 30084

Attention: Keith Morton

Quotation:

PF00810738P

State of Georgia Contract for

Video, Access & Fire

#99999-SPD0000172-006

Reference: WEX - Public Safety Analog Camera Replacement

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.

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

- Provide, device harden and install twenty-one (21) IP dome cameras to replace analog cameras per walkthrough on May 2, 2025.
 - Six (6) exterior dome cameras, thirteen (13) interior dome cameras, and two
 (2) interior single-sensor 360° (fisheye) cameras.
 - o Licenses are included.
 - Network cabling from camera to nearby switch is included.
 - o DeKalb County Government to assign ports and static IP addresses.
- NVR included in this proposal. NVR sized for cameras here and those in proposal PF00810739P.

<u>Device Hardening (reduce cyber risk)</u>

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.

Materials

Line 1	Qty 6.00	Part 4.0C-H6A- DO1-IR	Description 4MP H6A Outdoor IR Dome Camera with 4.4- 9.3mm Lens	Unit Price		Extended Price	
				\$	1,289.87	\$	7,739.22
2	13.00	4.0C-H6A- D1	4MP H6A Indoor Dome Camera with 4.4-9.3mm Lens	\$	1,073.56	\$	13,956.28
3	2.00	12.0C-H6A- FE-DC1	CAM, H6F, In-Ceiling, 12MP, 360, WDR/LL	\$	1,237.03	\$	2,474.06
4	21.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$	281.35	\$	5,908.35
5	7.00	556600	23-4P Unshielded Solid Plenum Cat6 Wht Jkt	\$	450.57	\$	3,153.99
6	1.00	NVR5- STD-32TB- S19-NA	NVR5 STD 32TB 2U Rack Mnt; WS19 NA	\$	19,361.48	\$	19,361.48

Equipment Total
Total Labor/Other Costs
Freight/Warranty
Tax if Applicable
Total Project Price

\$ 52,593.38
\$ 31,946.87
\$ 9,094.75
\$ 0.00
\$ 93,635.00



Clarifications and Exclusion

- 1. Terms and Conditions shall comply with those set forth in the Statewide contact #99999-SPD0000172-006.
- 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.



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
 iurisdiction.
- 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.



Total Project Investment:

\$ 93,635.00

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 Terms and Conditions set forth in the Statewide contact #99999-SPD0000172-006. 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.

Keith Morton	August 15, 2025				
Customer Name (Printed)	Date				
Authorized Signature	Title				
Authorized Signature	Tille				





Convergint Technologies Terms and Conditions (Install & T&M)

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 well be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addandums, 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, inflinitly 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 distribution 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

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, loots, 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, itoenses, and inspections necessary
- 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
- 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;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job doseout; and
- provide sign-on estatetishing lob cosecut; and
 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 sefety 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 overtall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including but 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 icense 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. Terms and Conditions effective on the Effective Date of the Proposal and available at https://www.convergini.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 besed 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 smiller laxy) 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, Convergirk will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as involced, 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 fulf after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project relation 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 fr2% percent por 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 perties 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 equilable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEUR

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 incurristances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party expenencing 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; finit, insurrections, and civil disturbances; war, investion, act of foreign enemies, hostilities (regardless of whether or not war is declared), robellion, revolution, terovist 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, vandslism, 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 judgoments, acts or order of any government or agoncy or official thoreof, 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 peniod 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 Seu of any Customer insurance requirements, for Services performed in the United States, Convergint shall maintain the following insurance coveraiges 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
\$1,000,000 per occurrence/aggregate
\$1,000,000 per occurrence/aggregate
\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/moncontributory basis with respect to fability arising out of the Services, as applicable, but only to the extent of flabilities fatling 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 evallable under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compilant with local resolutions.

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 attomeys' 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 Dete of this Proposal and available at https://www.convergint.com/lernis, 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 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 LABLE 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 taws and agreements applicable to its use and operation of the Work. Convergint shall comply with all sefety 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 conceeled 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 full set 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 attomey'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 Parry 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 ("Senstive 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 reasonablo attorneys' fees) asserted by a third party ansing 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 is governed by applicable OEM and Third Party Product Information terms. "Parsonal Data," Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in applicable lews and regulations relating to data privacy, information obligations of persons or entities regerding personal information ("Data Protection Laws").

To the extent Convergint accesses Customer's information systems. Convergint will not be responsible or leable 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 edjust 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, by macroeconomic conditions, such as taxes, tariffs or duties, natural disesters, 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 perty 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 flability 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. It settlement attempts are not successful, when it is shown to the property of the settlement attempts are not successful, when it is successful, when it is successful, when it is successful, when it is successful expute shell be decided exclusively by erbitration. 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) ourrently in effect by a single arbitration and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attompts foss 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 warves all claims against Convergint ensing 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 fluctuary a relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the partles, and neither party shall be entitled to any benafits 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 effitiated 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 lithe 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