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July 22, 2024

DeKalb County
Redan Recreation Center
1839 Phillips Road Lithonia, Georgia 30058
Attention: Keith Morton

Quotation: SS00662520P
RFP#:
License/Cert CVI Certified
PSP
GA State
Contract
#99999-
SPD0000172-
006

Reference: Redan Recreation Center video
Security Proposal

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. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

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

Convergent Technologies proposes to provide and install an expansion of the existing Avigilon video surveillance system at the Redan Recreation Center facility for DeKalb County. See below for approximate camera locations.

Included is the following:

- 1 32-TB Network Video Recorder (NVR)
- 22 – Avigilon Enterprise camera licenses
- 7 – 3 x 8 MP 180-degree multi-sensor dome cameras
- 2 – 12 MP fisheye cameras
- 1 – 2 x 5 MP dual sensor camera
- 1 – 6 MP single sensor wall mounted outdoor dome camera
- 11 – 4 MP single sensor indoor dome cameras
- Applicable mounts
- Applicable CAT6 cabling to the closest network switch (ports and IP addresses provided by others)
- Demolition of all existing analog cameras is included. The existing cable will be abandoned in place and labelled accordingly. The outdoor cameras will be removed, and the holes sealed.

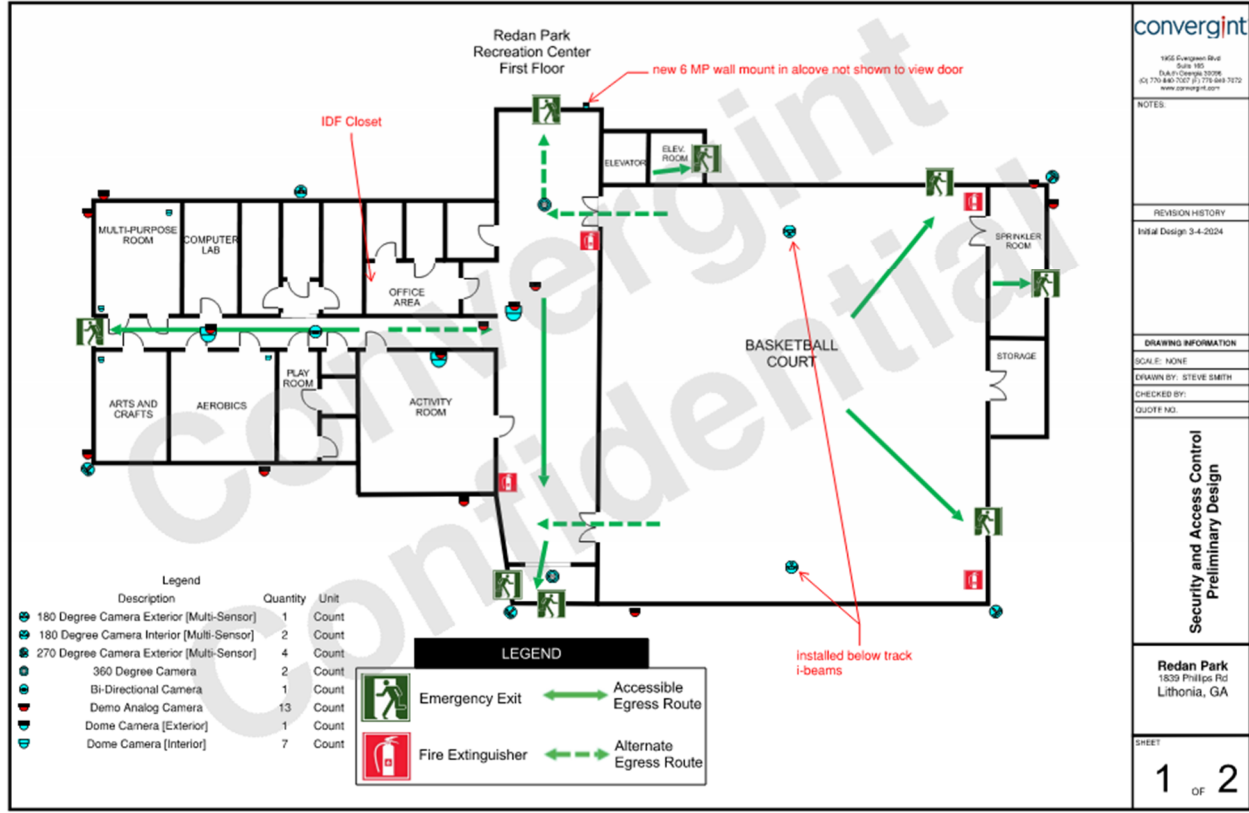
Pricing includes:

- Project Management
- Programming
- Startup and Testing
- 1yr warranty on equipment and labor
- Performance and payment bonds are required by the GA Statewide contract

Notes:

- All network ports and IP addresses to be provided by others.
- There are several existing IP cameras at this facility. Some of these are on the building exterior and some are on light poles away from the building. No work is included for any of these cameras.

See detail of equipment list below.



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NOTES:

REVISION HISTORY

Initial Design 3-4-2024

DRAWING INFORMATION

SCALE: NONE

DESIGN BY: STEVE SMITH

CHECKED BY:

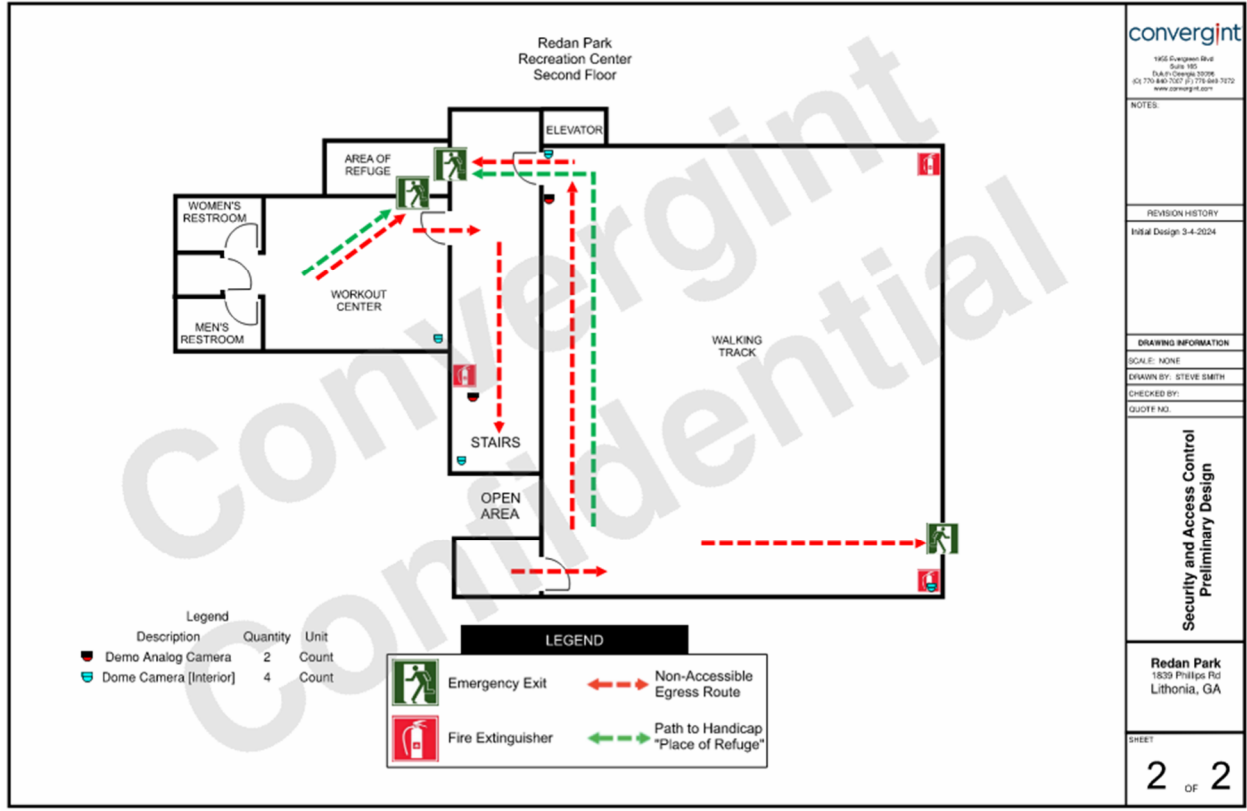
QUOTE NO.

Security and Access Control
Preliminary Design

Redan Park
1839 Phillips Rd
Lithonia, GA

SHEET

1 OF 2



convergent
1650 Gungahlin Blvd
Suite 100
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NOTES:

REVISION HISTORY
Initial Design 3-4-2024

DRAWING INFORMATION
SCALE: NONE
DRAWN BY: STEVE SMITH
CHECKED BY:
QUOFF NO:

Security and Access Control
Preliminary Design

Redan Park
1839 Phillips Rd
Lithonia, GA

SHEET
2 OF 2



Material

Line	Qty	Part	Description	Manufacturer
1		NVR		
2	1.00	NVR5-STD-32TB-S19-NA	NVR5 STD 32TB 2U Rack Mnt; WS19 NA	Avigilon
3		Licensing		
4	22.00	ACC7-ENT	ACC 7 Enterprise camera channel	Avigilon
5		Multi-sensor cameras		
6	7.00	24C-H5A-3MH	3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	Avigilon
7	7.00	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	Avigilon
8	7.00	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	Avigilon
9	6.00	WLMT-1001	Wall Mount for large pendant camera	Avigilon
10	1.00	NPTA-1001	1.5 inch NPT Adapter for Large Pendant Mount Camera	pelco
11	4.00	CRNMT-1001	CORNER MNT FOR LRGE PENDT WLMT-1001	pelco
12		Fisheye Cameras		
13	2.00	12.0W-H5A-FE-DC1	12.0 MP; Fisheye In-ceiling Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics	Avigilon
14		Bi Directional Cameras		
15	1.00	10.0C-H5DH-DO1-IR	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	Avigilon
16	1.00	H5DH-DO-JBOX1	Junction Box for H5A Dual Head Camera	Avigilon
17		6MP Outdoor Dome Cameras		
18	1.00	6.0C-H6A-DO1	6MP H6A Outdoor Dome Camera with 4.4-9.3mm Lens	Avigilon
19		4MP Indoor Dome Cameras Pendant/Wall		
20	8.00	4.0C-H6A-D1	4MP H6A Indoor Dome Camera with 4.4-9.3mm Lens	Avigilon
21	8.00	H6A-MT-NPTA1	Pendant adapter; NPT; H6A	Avigilon
22	8.00	WLMT-1021	Mount; Pendant Arm; 20cm Long; 1.5 NPT	Avigilon
23		4MP Indoor Dome Cameras		
24	3.00	4.0C-H6A-D1	4MP H6A Indoor Dome Camera with 4.4-9.3mm Lens	Avigilon
25		Cable		
26	4.50	556600	23-4P Unshielded Solid Plenum Cat6 Wht Jkt	Windy City Wire
Total Project Price				\$ 110,498.00



The initial set up includes device hardening for all the devices on the PACS/video/intercom system:

Device Hardening

- Addressing the Protect Function by limiting the opportunity and impact of a potential cybersecurity event.
- Subcategory: Technical security solutions managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
- Going beyond default settings, Convergent offers a solution that hardens devices so that only needed services and ports are available. Limiting the attack surface for malicious actors.
- Physical security devices are endpoints similar to desktop computers, laptops, or mobile devices that can potentially introduce cyber risk into an organization. Hostile actors can compromise these devices to gain an initial foothold into an organization's network and use them to pivot to other high-value targets or systems.
- To combat this, Convergent implements "Security of Security" by hardening its physical security devices from cyber-attacks based on the NIST Framework and the SANS Top 20 Critical Security Controls before deploying them onto a client's network.
- Devices are updated and configured to disable unnecessary ports, protocols, and services, accesses are restricted, encryption is enabled, and proper auditing is configured. The configurations are then validated on an annual basis to help ensure that devices remain in their hardened state throughout their lifecycle.
- Convergent's device hardening service dramatically reduces cyber risk and makes these devices considerably more difficult to compromise by reducing their attack surface.



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Permits or associated fees are not included.
3. Low voltage wiring shall be installed in open plenum within the building. Plenum rated cable will be used. Low voltage wiring installed outdoors will be in conduit provided herein.
4. 120 VAC power outlets and hardwire connections (which may be required at multiple locations) are excluded from this scope of work unless otherwise noted.
5. Convergent will provide the initial configuration and programming of the video surveillance system to include: (camera titles, camera capture frame rates, camera recording resolutions, administrative accounts, camera motion detection zones, alarm inputs and network configuration to operate on the owner local area network. Additional programming (if any) will be completed by the owner.
6. If the video surveillance server and client viewing stations are to be attached to the owner local area network (LAN), the owner will need to furnish the proper TCP/IP address information as well as provide an Ethernet connection within 10 feet of each computer. Convergent will work with the owners IT staff to establish network connectivity and login to the owner's network.
7. Uninterruptible power supplies are highly recommended but not currently provided unless identified in the scope of work or included in the equipment list.
8. Virus protection software for the video recording server and client workstations are highly recommended but not currently provided unless identified in the scope of work or included in the equipment list.
9. Appropriate furniture, racks, cabinets or shelves to support the video recording equipment is excluded from this proposal unless indicated in the scope of work or in the equipment list; otherwise, the owner is responsible for supplying this equipment.
10. Video monitoring client workstations and licenses are excluded from this scope of work unless otherwise note in the scope of work or in the equipment list.
11. Current and future lighting requirements are the responsibility of the owner.
12. As-built site plan drawings will be provided upon project completion. These will be similar to the above plan shown.
- 13. Fifty percent (50%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal. Monthly Progress billings will be provided after the project installation begins.**
14. Proposal includes applicable state and local taxes.
15. 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.
16. Convergent Technologies 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.



17. Terms and Conditions contained in the statewide contract #99999-SPD0000172-006 apply to this proposal.
18. Payment and performance bond cost is included herein due to this proposal cost being over \$100,000. This is a requirement of the statewide contract.
19. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Applicable Taxes	Cable
Engineering and Drawings	Fire Stopping (Excludes Existing Penetrations)
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Network Cabling to IP Cameras
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Owner to Provide Static IP Addresses
Project Management	Record Documentation (As-Built)
Servers by Convergent	System Engineering
System is Design-Build	System Programming
Termination of Control Equipment Enclosures	Testing of all Proposed Devices
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Watch	Floor Coverings for Lifts
Horizontal Core Drilling	Installation of Bridle Rings
Installation of Control Panels	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring point with to point connections
Patch and Paint	Payment & Performance Bonds
Riser drawing with home run wiring	Servers by Others
Specialty Backboxes	Submittal Drawings
System Meets Plans/Drawings	Terminal Cabinets
Vertical Core Drilling	Wire
Workstations by Convergent	Workstations by Others



Total Project Investment:

\$ 110,498.00

Thank you for considering Convergint 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,

Steve Smith

Convergint
Steve Smith

By signing below, I accept this proposal and agree to the Terms and Conditions contained in the Statewide contact #99999-SPD0000172-006.

Keith Morton

Customer Name (Printed)

Date

Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). 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.

Convergent 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;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- 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
- 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 Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; 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 of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent 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 Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and 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 Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely 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: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL 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. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent 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 facility. Customer shall indemnify and hold harmless Convergent 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 facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent 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, 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 currently in effect 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.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

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.

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 or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent 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, and indemnity, and disputes shall survive the termination of this Agreement.