

Purchase Order



Purchase Order 0000025922	BU FLCMP	Date 03/02/2022	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB-Destination		Ship Via BestMethod	

CSU Fullerton
FULLERTON, CA 92834-9480

Supplier: 0000020542
Tel: 240/264-3296
Email: ContractsDept@signetinc.com; billing@signetin

SIGNET TECH DBA CONVERGINT FEDERAL
12300 KILN COURT SUITE E
BELTSVILLE MD 20705

Ship To: Not Applicable

Bill To: ACCOUNTS PAYABLE (657) 278-4278
CAL STATE FULLERTON CP-300
PO BOX 6808
FULLERTON CA 92834-6808

Line-Sch	Quantity	UOM	Description	Unit Price	Extended Amt	Due Date
1 - 1	1.00	LOT	Cameras and Associated Parts, Equipment, and Licenses for CCTV Project - Per Attached Quote No. EF02432901P Dated 03/01/22 (7 Pages)	1,714,159.11	1,714,159.11	03/16/2022
2 - 1	1.00	LOT	Cameras and Associated Parts and Equipment for CCTV Project Per Attached Quote No. EF02434360P Dated 03/01/22 (7 Pages)	488,650.12	488,650.12	03/16/2022

All pricing in accordance with GSA Schedule GS-07F0322T Items and GSA Schedule GS-07F0322T Equipment PO total includes all tax and shipping.

Supplier is required to submit invoice(s) referencing this purchase order number to the Bill To address noted above or AP@fullerton.edu in order to receive payment.

Please coordinate deliveries with:
Noel Runcie, Campus IT
(657) 278-7470
nruncie@fullerton.edu

CSUF Project Contacts:
Welson Badal (657) 278-2908
wbadal@fullerton.edu

Janet Le (657) 278-3096
janetle@fullerton.edu

Willie Peng (657) 278-2866
wpeng@fullerton.edu

Purchase Order



Purchase Order 0000025922	BU FLCMP	Date 03/02/2022	Revision	Page 2
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In the event that CSU considers it necessary or prudent to cancel this purchase order [or Contract] due to circumstances related to the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor.

All vendors must adhere to the CDPH issued guidance stating that Californians must wear face-coverings in common and public indoor spaces and outdoors when physical distancing is not possible. Effective June 23, 2020, California State University, Fullerton will comply and require all employees, students and visitors (Vendors) approved to come on to campus to wear appropriate face-coverings. See the attached Link for further details, <https://covid19.ca.gov/masks-and-ppe/>

Vendors on campus are considered members of the University community and are required to comply with the Presidential Directive 22. Please review the directive: <http://coronavirus.fullerton.edu/messages/presidents-directive-no-22/>

Regarding vaccination and COVID-19 testing for vendors, it is up to individual employers to collect vaccine records and provide and/or mandate testing. Please use this Vendor Self-Report form in the event of any vendor testing positive for COVID-19 or becomes aware that they may have been in close contact with someone who either has tested positive for or is suspected to have COVID-19.

UNIVERSITY USE ONLY

Department Contact for Invoice Approval: Stella Lee x4691

IT Auth#: IT2122-188978 (RITM147983)

Subtotal	Sales Tax	Misc. Charge/Discount	Freight	Total
2,202,809.23	0.00	0.00	0.00	2,202,809.23

Internal Use Only R-23625

This order is issued in accordance with California State University (CSU) General Provisions for Acquisition of Goods, Service Acquisitions, Information Technology Acquisitions and Maintenance Tasks. These provisions are available at: <http://www.calstate.edu/gp>
No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the University Purchasing Office. Any additional or different terms proposed by the Vendor are deemed to be material alterations and notice of objection to them is hereby given. No other CSU officer or employee may authorize changes.
California State University, Fullerton is a smoke-free campus.

CERTIFICATION AND APPROVAL OF PURCHASE ORDER

I hereby certify on my own knowledge that this order for the purchase of the items specified is issued in accordance with the procedure prescribed by law governing such items for the Trustees of the CSU and that all such legal requirements have been met.

Edwin T. Naga
3/2/2022

By: *Sally Gassine* 03/02/22
Yassine, Sally Assoc Director of Public Works
Tel: 657/278-5492
email: syassine@fullerton.edu
Contracts and Procurement

March 1, 2022

Eric Freking
Account Executive – S.L.E.D. Mobile
626-825-4561
eric.freking@convergint.com

California State University Fullerton
1667 N. Batavia
St Orange, California 90807

Attention: Kathleen Cariaga
Administrative Analyst | Accounts Payable
Division of Administration and Finance
T 657-278-3339
kcariaga@fullerton.edu

Reference: CSU Fullerton Avigilon GSA Box Sale Phase Two
Avigilon HD Box Sale GSA

Quotation: EF02434360P

Dear Ms. Cariaga,

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent 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.

subsidary and the Federal Strategic Initiative of Convergent Technologies, Inc. (Convergent). with sole focus as a systems integrator for the United States Federal Government and its Military branches.

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, Convergent 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 Convergent as your partner.

Sincerely,
Eric Freking
Eric Freking
Account Executive – S.L.E.D.

Statement of Work

- Box Sale of Avigilon Parts confirmed by California State University Fullerton and Avigilon Engineers
- No Convergent Labor is included at this time
- All parts will be shipped to California State University Fullerton

Services						
Manufacturer	Part Number	Description	SIN	Qty	Unit Price	Extended Price
		Project Manager		0.00	\$ 153.00	\$ 0.00
		Engineering / Design		0.00	\$ 125.00	\$ 0.00
		Drafting / CAD		0.00	\$ 94.00	\$ 0.00
		Specialist - Programming		0.00	\$ 140.00	\$ 0.00
		Specialist - Testing		0.00	\$ 140.00	\$ 0.00
		Installation - Foreman		0.00	\$ 103.50	\$ 0.00
		Installation - Installer		0.00	\$ 103.50	\$ 0.00
		Program Manager		0.00	\$ 180.00	\$ 0.00
		PSG Labor		0.00	\$ 230.00	\$ 0.00

Schedule of Equipment

GSA Schedule GS-07F0322T Equipment										
Manufacturer	Part Number	Description	QTY	Price Each	Price Total	SIN or Open Market	Schedule/OM/PV	Product/Labor	Shipping	
Avigilon (Video)	[REDACTED]	[REDACTED] Camera Only	26	1269.521411	\$33,007.56	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED], Camera Only	32	1269.521411	\$40,624.69	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED] Camera Only	5	1481.108312	\$7,405.54	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	Integrated IR, Next-Generation A	2	1015.617128	\$2,031.23	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	Optional IR illuminator ring, up to 30m (100ft), for use with [REDACTED]	1	232.7455919	\$232.75	334512 & 334220	GS-07F-0322T	Product	Destination	

Schedule of Equipment

		Open Market Equipment								
Manufacturer	Part Number	Description	QTY	Price Each	Price Total	SIN or Open Market	Schedule/OM/PV	Product/Labor	Shipping	
Avigilon (Video)	[REDACTED]	[REDACTED] Must use w	9	979.24	\$8,813.17	Open Market/PV	Open Market	Product	Destination	
		Outdoor surface mount adapter must order either a								
Avigilon (Video)	[REDACTED]	[REDACTED]	47	127.85	\$6,008.99	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED] Camera. Outdoor camera	250	1213.49	\$303,372.82	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	1	900.90	\$900.90	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	11	939.29	\$10,332.20	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	36	867.21	\$31,219.73	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED] cameras.	32	55.93	\$1,789.89	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Outdoor pendant mount adapter	16	127.85	\$2,045.61	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Outdoor Dome Cover	63	127.85	\$8,054.61	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Wall mount bracket	22	47.94	\$1,054.59	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Corner mount adapter								
Avigilon (Video)	[REDACTED]	[REDACTED] Multisensor camera	1	71.92	\$71.92	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	NPT Adapter	1	47.94	\$47.94	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Junction Box for [REDACTED] Camera	7	71.92	\$503.42	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Pendant adapter for [REDACTED] camera.								
Avigilon (Video)	[REDACTED]	Pendant adapter for [REDACTED]	33	47.94	\$1,581.88	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Pendant NPT adapter.								
Avigilon (Video)	[REDACTED]	Pendant wVideo mount adapter.	2	43.95	\$87.90	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	14	75.92	\$1,062.82	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Indoor single port [REDACTED] North American power cord included. May also be used in European Union, Japa	1	119.85	\$119.85	Open Market/PV	Open Market	Product	Destination	

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. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. 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.

Total Project Investment:	Equipment and Software	\$ 460,370.00
	Tax	\$ 28,280.12
	Total	\$ 488,650.12

Thank you for considering Convergent 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,

Eric Freking

Eric Freking
Account Executive – S.L.E.D.

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

_____	_____
Customer Name (Printed)	Date
_____	_____
Authorized Signature	Title

Acceptance

Due to the circumstances out of our control, and in an effort to be your best service provider, Convergent will honor the pricing contained in this proposal for 30 calendar days from issuance. Changes to global supply and increases in demand are dictating that some materials are more difficult to come by. Convergent reserves the right to adjust pricing as needed due to these factors, should your approval come after the date reference above. We will communicate any changes to pricing with you prior to ordering materials. Please know this is not how we prefer to do business but global changes to materials availability have forced this situation upon us. Please let us know if you have any concerns or questions that we can address for you. Thank you for your continued business.

Solution Delivery and Supply Chain Impacts

Buyer 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 Federal and its suppliers to avoid such delays. Buyer agrees to provide Convergent Federal with reasonable extensions of time to the extent of any such delays and Convergent Federal agrees to make reasonable efforts to avoid or minimize such delays. Buyer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent Federal'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 Federal actually purchases the products covered by this quote or a resulting agreement. Buyer agrees that it will pay any such increase in Convergent Federal'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 Federal agrees that it shall make commercially reasonable efforts to minimize any such increase.

This data, furnished under FAR Part 3.1 Source Selection Proprietary Information as a Solicited Proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to the offeror as a result of/or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose this data to the extent provided in the contract. This restriction

Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint 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 Convergint 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

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 facility which are necessary to complete the Work;
- c To supply suitable electrical service as required by Convergint; and
- d That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time 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

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 Convergint, 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 Convergint'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, 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 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 Convergint, Convergint 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 Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure

SECTION 4. WARRANTY

Convergint 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"):

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

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

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint Upon request of Customer, Convergint 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 Convergint, 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 Convergint may request changes in the Work Any changes to the Agreement shall be in writing signed by both Customer and Convergint If Customer orders any additional work or 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 Agreement Price, including a reasonable allowance for overhead and profit

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint 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 Convergint 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

Convergint 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 Commercial
General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergint 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 Convergint, 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 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

Convergint 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 Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement

IN NO EVENT SHALL EITHER CONVERGINT 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 CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT

It is understood and agreed by the parties hereto that Convergint 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 Convergint'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 Convergint Convergint 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 Convergint, 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 Convergint

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 Convergint agrees to comply with all laws and regulations relating to or governing its provision 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

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility 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 facility 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 facility 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 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 Convergint, 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 Convergint 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 Convergint and Customer Notwithstanding the foregoing, Customer and Convergint agree that Liabilities suffered by a third party (other than an affiliate of Convergint) 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 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, 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 Convergint may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint

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 Convergint and delivered to the non-waiving party according to the notice provision herein 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, and indemnity, and disputes shall survive the termination of this Agreement

Eric Freking
Account Executive – S.L.E.D.
Mobile 626-825-4561
eric.freking@convergent.com

March 1, 2022

California State University Fullerton
800 North State College Blvd.
Fullerton, California 92831

Attention: Kathleen Cariaga
Administrative Analyst | Accounts Payable
Division of Administration and Finance
T 657-278-3339
kcariaga@fullerton.edu

Reference: CSU Fullerton Avigilon GSA Box Sale Phase One
Avigilon HD Box Sale GSA
Quotation: EF02432901P

Dear Ms. Cariaga,

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent 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.

SigNet Technologies, Inc., d.b.a. Convergent Federal (ConvergentFed) is a wholly owned subsidiary and the Federal Strategic Initiative of Convergent Technologies, Inc. (Convergent). with sole focus as a systems integrator for the United States Federal Government and its Military branches.

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, Convergent 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 Convergent as your partner.

Sincerely,
Eric Freking
Eric Freking
Account Executive – S.L.E.D.

Statement of Work

- Box Sale of Avigilon Parts confirmed by California State University Fullerton and Avigilon Engineers
- No Convergent Labor is included at this time
- All parts will be shipped to California State University Fullerton

Services						
Manufacturer	Part Number	Description	SIN	Qty	Unit Price	Extended Price
		Project Manager		0.00	\$ 153.00	\$ 0.00
		Engineering / Design		0.00	\$ 125.00	\$ 0.00
		Drafting / CAD		0.00	\$ 94.00	\$ 0.00
		Specialist - Programming		0.00	\$ 140.00	\$ 0.00
		Specialist - Testing		0.00	\$ 140.00	\$ 0.00
		Installation - Foreman		0.00	\$ 103.50	\$ 0.00
		Installation - Installer		0.00	\$ 103.50	\$ 0.00
		Program Manager		0.00	\$ 180.00	\$ 0.00
		PSG Labor		0.00	\$ 230.00	\$ 0.00

Schedule of Equipment

GSA Schedule GS-07F0322T Items										
Manufacturer	Part Number	Description	QTY	Price Each	Price Total	SIN or Open Market	Schedule/OM/PV	Product/Labor	Shipping	
Avigilon (Video)	[REDACTED]	Camera Only	10	\$ 1,269.52	\$ 12,695.21	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	Camera Only	82	\$ 1,269.52	\$ 104,100.76	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	Camera Only	28	\$ 1,481.11	\$ 41,471.03	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	10	\$ 664.38	\$ 6,643.83	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	28	\$ 800.50	\$ 22,414.11	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	1	\$ 871.03	\$ 871.03	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	3	\$ 906.30	\$ 2,718.89	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	5	\$ 863.98	\$ 4,319.90	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	7	\$ 1,057.93	\$ 7,405.54	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	3	\$ 1,015.62	\$ 3,046.85	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	Enterprise Edition camera license	80	\$ 204.53	\$ 16,362.72	334512 & 334220	GS-07F-0322T	Product	Destination	
Avigilon (Video)	[REDACTED]	Enterprise Edition camera license	1000	\$ 204.53	\$ 204,534.01	334512 & 334220	GS-07F-0322T	Product	Destination	

Schedule of Equipment

Open Market Items										
Manufacturer	Part Number	Description	QTY	Price Each	Price Total	SIN or Open Market	Schedule/OM/PV	Product/Labor	Shipping	
Avigilon (Video)	[REDACTED]	Camera. Outdoor camera	65	\$ 1,226.34	\$ 79,712.15	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	2	\$ 881.94	\$ 1,763.88	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	80	\$ 876.40	\$ 70,111.79	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	8	\$ 949.24	\$ 7,593.89	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	6	\$ 1,049.78	\$ 6,298.66	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	2	\$ 2,822.36	\$ 5,644.73	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Video Analytics channel	20	\$ 237.51	\$ 4,750.13	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Enterprise Smart Plan, 5 year	80	\$ 77.62	\$ 6,209.32	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Enterprise Smart Plan, 5 year	1000	\$ 77.62	\$ 77,616.50	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	cameras.	4	\$ 56.53	\$ 226.10	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	111	\$ 129.20	\$ 14,341.72	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	1	\$ 266.48	\$ 266.48	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	9	\$ 129.20	\$ 1,162.84	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	120	\$ 129.20	\$ 15,504.57	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	cameras	2	\$ 48.44	\$ 96.89	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	cameras	14	\$ 48.44	\$ 678.21	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	camera	4	\$ 72.68	\$ 290.71	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Camera	1	\$ 72.68	\$ 72.68	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	camera.	4	\$ 48.44	\$ 193.77	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	11	\$ 76.72	\$ 843.92	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	14	\$ 63,849.66	\$ 893,895.28	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	28	\$ 233.55	\$ 6,539.27	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Indoor single port North American power cord included. May also be used in European Union, Japan	1	\$ 121.12	\$ 121.12	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	Indoor single port North American power cord included. May be used in USA C	2	\$ 121.12	\$ 242.24	Open Market/PV	Open Market	Product	Destination	
Avigilon (Video)	[REDACTED]	[REDACTED]	1	\$ 9,747.27	\$ 9,747.27	Open Market/PV	Open Market	Product	Destination	

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. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. 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.

Total Project Summary:	Equipment and Software	\$ 1,630,508.00
	Tax	\$ 83,651.11
	Total	\$ 1,714,159.11

Thank you for considering Convergent 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,
Eric Freking
 Eric Freking
 Account Executive – S.L.E.D.

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

_____	_____
Customer Name (Printed)	Date
_____	_____
Authorized Signature	Title

Acceptance

Due to the circumstances out of our control, and in an effort to be your best service provider, Convergent will honor the pricing contained in this proposal for 30 calendar days from issuance. Changes to global supply and increases in demand are dictating that some materials are more difficult to come by. Convergent reserves the right to adjust pricing as needed due to these factors, should your approval come after the date reference above. We will communicate any changes to pricing with you prior to ordering materials. Please know this is not how we prefer to do business but global changes to materials availability have forced this situation upon us. Please let us know if you have any concerns or questions that we can address for you. Thank you for your continued business.

Solution Delivery and Supply Chain Impacts

Buyer 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 Federal and its suppliers to avoid such delays. Buyer agrees to provide Convergent Federal with reasonable extensions of time to the extent of any such delays and Convergent Federal agrees to make reasonable efforts to avoid or minimize such delays. Buyer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent Federal'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 Federal actually purchases the products covered by this quote or a resulting agreement. Buyer agrees that it will pay any such increase in Convergent Federal'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 Federal agrees that it shall make commercially reasonable efforts to minimize any such increase.

This data, furnished under FAR Part 3.1 Source Selection Proprietary Information as a Solicited Proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to the offeror as a result of/or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose this data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source without restrictions.

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:

- 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 Convergent:

- a To promptly approve submittals provided by Convergent;
- b To provide access to all areas of the facility which are necessary to complete the Work;
- c To supply suitable electrical service as required by Convergent; and
- d That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period 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"):

- a That Work performed under this Agreement will be of good quality;
- b That all equipment will be new unless otherwise required or permitted by this Agreement;
- c That the Work will be free from defects not inherent in the quality required or permitted; and
- d 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 Commercial
General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
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