

April 27, 2026

City of Rialto
Rialto Police Department

128 N Willow Ave Rialto, California 92376
Attention: Mark Adams

Quotation: JB29907839P

C-10 License
License/Cert #986407

Reference: City of Rialto Citywide Camera Deployment

Thank you for providing Convergent with the opportunity to support the City of Rialto in its initiative to deploy a citywide surveillance system. Convergent understands the City's objective is to design, furnish, install, and implement a scalable and resilient video surveillance platform that enhances public safety, improves situational awareness, and supports long-term operational growth across critical intersections.

Convergent colleagues are eager to serve the Rialto community and become a trusted partner for the City's security and technology needs. Convergent understands the City is seeking a qualified vendor to design, deploy, integrate, and support a modern surveillance system leveraging industry-leading technologies including Genetec Security Center, Axis Communications PTZ cameras, and wireless cradlepoint infrastructure.

Understanding the City of Rialto's Needs

We understand the City's objectives and requirements, and through our proposal, you'll realize that:



Convergent will provide procurement, installation, and integration of the City's surveillance system equipment. We will ensure the system operates in a reliable and continuous manner in compliance with City requirements and industry best practices.



Convergent utilizes cost-effective and innovative technology, delivering progressive solutions supported by service specialists experienced in system design, installation, testing, commissioning, training, and long-term support for video surveillance platforms.



Convergent will provide enhanced protection and operational awareness for the City's staff, residents, and infrastructure through advanced surveillance technology, system reliability, and proven deployment methodologies.



Convergent will perform services using certified technicians and specialized tools, ensuring optimal system performance and adherence to quality and safety standards throughout the deployment.

Convergent understands that municipalities must address evolving technology demands, increasing public safety responsibilities, and budget considerations. Convergent maintains strong partnerships with leading technology providers to deliver best-in-class, non-proprietary solutions that offer long-term flexibility and scalability. The proposed system architecture minimizes reliance on traditional



infrastructure while maximizing performance, enabling the City to deploy a modern, efficient, and future-ready surveillance platform.

Convergent is committed to delivering technology and services that meet the City's requirements, including applicable standards, security policies, and industry best practices, while positioning the City of Rialto for continued growth and innovation.

Convergent's experience spans all types of security technologies, including enterprise card access, Internet Protocol (IP) video surveillance and management, access control, fire alarm, intrusion detection, gunshot detection systems, mass notification, visitor management, identity management, intelligent video, UL2050, intercom, biometrics, perimeter protection, asset protection, smartcard credential management, Physical Security Information Management (PSIM), Physical Identity Access Management (PIAM), secure authentication, and compliance management.

Convergent has a global reach combined with local service excellence. Our portfolio includes all aspects of security and life-safety technologies, jails/detention facilities, interview operations, perimeter protection, communications/intercom, secure storage, crime labs, headquarters, first responder stations, and fleet vehicle parking protection.

Convergent has experience with over 100 city/municipal customers and police department engagements nationally. Local customers in this specific space include, but are not limited to:



- Los Angeles County Sheriff
- Ventura County Sheriff
- Orange County Sheriff
- San Diego County Sheriff
- San Bernardino County Sheriff
- City of Irvine Police Department
- City of Tustin Police Department
- City of Santa Monica Police Department

Convergent has national and local leadership in the state and local government sector ready to work with the City of Rialto. In Southern California alone, Convergent has partnered with some of the largest counties (Los Angeles, Orange, San Diego, and San Bernardino), over 50 cities (Pasadena, Santa Monica, Compton, Riverside, San Diego, San Marcos, Chula Vista, Temecula, and Huntington Beach), local airports (Los Angeles World Airport and Long Beach), ports (Los Angeles and Long Beach), K-12 schools (Glendale Unified School District), and universities (University of Southern California, Loyola Marymount University, University of California Los Angeles, University of San Diego, University of California San Diego, and Mira Costa College).

Convergent has built hundreds of similar systems requested for public safety agencies/facilities locally, nationally, and globally, including the below:



Convergent is committed to being our customers' best service provider with a culture of integrity, accountability, and excellence. Convergent operates on a set of core Values and Beliefs (V's & B's) that express our responsibility to our customers, colleagues, and communities. Our V's & B's drive the positive culture throughout our organization and differentiate us from other integrators. Convergent's daily commitment to these ideas is one key reason our customers choose to do business with us.

As we reviewed the Rialto PD's **Mission Statement**, we noticed how closely it aligns with Convergent's 10 foundational V's & B's. Like you, Convergent values integrity. Our third V & B centers around **integrity** – "it's what you do when no one's watching." Our colleagues believe that we can best serve you through a respectful, honest partnership.

*"We the members of the Rialto Police Department, are committed to providing professional, ethical, courteous, and compassionate service to our community through dedication and teamwork.
 We will administer the law in a fair and equitable manner, taking into consideration not only the letter of the law but also the spirit of the law.
 We encourage innovation and technology that enhance the professionalism of the department, growth of the individual and quality of life in Rialto.
 We as members of the Rialto Police Department, possess a great sense of pride in serving our community in our chosen profession"*

- Rialto PD Mission Statement



Executive Summary

Convergint will deliver a citywide intersection surveillance solution for the City of Rialto, deploying one hundred thirteen (113) strategically placed Multi-Sensor PTZ camera systems to enhance real-time visibility, public safety, and operational awareness. Each intersection will be equipped with a high-performance Axis Communications camera package, integrated through Genetec Security Center and supported by Cradlepoint cellular infrastructure provided by the PD for rapid, scalable deployment without reliance on traditional network buildout. Convergint will provide all installation, system integration, commissioning, and training services, utilizing bucket trucks to efficiently deploy across all locations while coordinating with City-provided traffic control and infrastructure. The City will supply cellular modems and SIM cards for cellular connectivity, enabling secure communication between field devices and the central platform. This solution delivers a resilient, enterprise-grade system designed for long-term scalability, streamlined operations, and immediate impact across Rialto's critical intersections. This proposal complies with prevailing wage.

Scope of Work

Convergint will furnish all labor, engineering, project management, and technical services required to deploy a citywide video surveillance solution across 113 signalized intersections. The system will allow future centralized monitoring into Rialto's Real Time Crime Center, high-resolution Multi-Sensor PTZ coverage, and a scalable platform designed to support future expansion throughout the city.

Each intersection will include:

- (1) Cradelpoint Modem with integrated cellular communication (Provided by Rialto PD)
- (1) Axis Q6300-E
- (1) Axis Q6325-LE

All devices will communicate via cellular backhaul and be integrated into a centralized Genetec Enterprise Security Center system hosted on City-provided servers.

Field Deployment:

Convergint shall:

- Provide all labor, supervision, and installation services for 113 intersections
- Utilize bucket trucks or lift equipment to safely access mounting locations
- Install (113) Cradlepoint Modems units provided by Rialto PD inside existing traffic cabinets
- Furnish and install cat6 cabling from each camera to the traffic cabinet using the existing pathways
- Furnish and install (113) Axis Multi-Sensor PTZ cameras to achieve optimal coverage and performance

Power Integration:



- Convergent will identify and utilize available 120VAC power at each traffic cabinet
- Provide all necessary connections from the power source to the cradlepoint modem unit
- Ensure all work complies with applicable electrical codes and standards

Camera Installation & Aiming

- Install, secure, and weatherproof all cameras and associated cable connections from camera to cradlepoint units.
- Configure camera settings including focus, zoom, and PTZ
- Perform final camera positioning with City representative approval

Cellular Connectivity

- Configure Cradlepoint units for secure cellular communication. City to provide modem and sim card for installation.
- Validate connectivity at each intersection

Note:

The City of Rialto will be responsible for providing and activating all required cell modems and SIM cards for cellular connectivity. Rialto PD will send modems and sim cards to Convergent prior to deployment, so Convergent can pre-program the devices before installation.

Genetec Enterprise Security Center Deployment

Convergent will:

- Install and configure Genetec Security Center on City-provided servers
- Configure system architecture, including:
 - Camera licensing
 - User roles and permissions
 - Recording and retention. Cameras to be programmed for 365 days of retention.
 - Convergent will configure the cameras to stream video at a lower resolution when using the cellular network to help preserve bandwidth and maintain network reliability. The cameras will continue recording at full resolution locally to an onboard memory card. During an active investigation, the streaming resolution can be manually increased as needed. Preserving bandwidth during non-critical periods will be key to keeping the network reliable, efficient, and optimized.

Camera Programming

- Add and program all (113) cameras into the Genetec system
- Configure:
 - Camera naming conventions
 - Logical grouping by intersection
 - Mapping of cameras into Genetec Plan Manager
- Validate live and recorded video functionality



Note: Any analytics available are through the camera's available analytics. Any advanced traffic analytics would require a server based analytic system such as Briefcam.

Testing & Commissioning

Convergent will perform comprehensive system commissioning, including:

- Verification of power and device operation
- Validation of cellular connectivity and performance
- Confirmation of live video streaming and recording
- PTZ functionality testing
- System-wide health verification

A final system acceptance demonstration will be conducted with the City.

Training

Convergent will provide training for City personnel, including:

- Operation of Genetec Security Center
- Live monitoring and PTZ control
- Video playback and export
- Basic system administration

Training will be tailored for both operators and administrators.

Project Management

Convergent will provide full project management services, including:

- Project kickoff and coordination meetings
- Scheduling and resource allocation
- Coordination with City stakeholders
- Progress tracking and reporting
- Issue resolution

Deliverables

- Fully installed and operational system across 113 intersections
- Configured Genetec Enterprise system
- Layout of all intersection camera locations.
- Completed training for City personnel

Responsibilities

Convergent Responsibilities

- Provide all labor, supervision, tools, and installation equipment including Axis cameras, mounts, cat6 cable, and Genetec licensing for (113) cameras.

- Provide bucket trucks and lift equipment
- Install and configure all system components
- Deploy and program the Genetec system
- Perform testing, commissioning, and training

City of Rialto Responsibilities

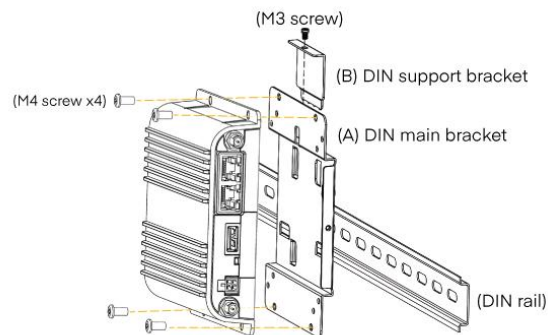
- Provide traffic control at all intersections
- Provide Genetec server hardware
- Provide 120VAC power availability at each intersection traffic cabinet
- Provide Cradlepoint cellular modems and antennas.
- Provide and activate SIM cards for all Cradlepoint units
- Provide access to all installation locations

Assumptions & Exclusions

- Traffic control is provided by the City
- Adequate cellular coverage exists at all locations
- Existing infrastructure is suitable for mounting equipment
- Pathways exist for cable installation from camera location to traffic cabinet
- No trenching or underground work is included
- Unforeseen conditions may require change order review

Technical Solution Overview: Cradlepoint, Genetec, Axis Surveillance Platform

Cradlepoint – Integrated Edge Power & Connectivity Platform



The Cradlepoint 5G router platform serves as the core communications backbone for each intersection, delivering secure, high-performance cellular connectivity from within existing traffic signal cabinets. This approach leverages existing infrastructure while introducing enterprise-grade networking capabilities typically reserved for critical environments.

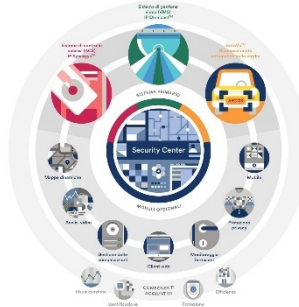
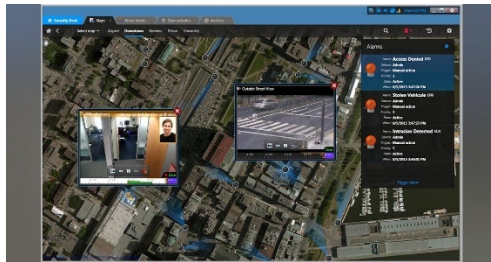
Key Advantages

- Enterprise-Class Networking – Advanced routing, security, and traffic management capabilities
- Dual SIM / Carrier Flexibility – Enables redundancy and carrier diversity for maximum uptime
- External Antenna Support – Optimized signal strength from within metal traffic cabinets

- Scalable Architecture – Supports future device expansion and additional applications

By utilizing Cradlepoint routers inside existing cabinets, the City benefits from a controlled, IT-aligned network architecture that integrates seamlessly with enterprise systems while maintaining flexibility for future growth. This design provides greater visibility, configurability, and long-term reliability compared to appliance-based solutions.

Enterprise Video Management & System Control



Genetec Security Center serves as the centralized command and control platform for the City's surveillance system, providing a unified environment for monitoring, managing, and recording video across all 113 intersections. Designed for mission-critical environments, Genetec delivers a scalable, secure, and highly intuitive interface that empowers operators with real-time visibility and control.

Genetec Security Center enables the City to transform raw video into actionable intelligence through:

- Live Monitoring – Real-time viewing of all deployed cameras across the City
- PTZ Control – Full remote control of pan, tilt, and zoom functions for rapid response
- Video Playback & Export – Efficient retrieval of recorded footage for investigations
- System Health Monitoring – Continuous visibility into camera status and system performance
- User Management – Role-based access control for secure system operation

Genetec enhances situational awareness through map-based visualization and system-wide integration, allowing operators to quickly understand and respond to events as they unfold.

Key Features

- Map-Based Interface – Visual representation of all intersection cameras across the City
- Centralized Visibility – Single-pane-of-glass view of all surveillance assets
- Event-Driven Monitoring – Rapid identification and response to incidents
- Future Integration Ready – Supports expansion into analytics, ALPR, and additional smart city technologies

Axis Q6300-E with Q6325-LE – High-Speed Situational Awareness



The Axis Q6300-E/Q6325-LE is engineered to provide rapid situational awareness, delivering fast, precise pan/tilt movement and wide-area coverage.

Key Capabilities

- High-speed PTZ movement for immediate scene acquisition
- Wide coverage of entire intersection environments
- Rugged outdoor design for long-term municipal use
- Reliable performance in dynamic traffic conditions

Operational Role

The Q6300-E functions as the primary observation camera, allowing operators to quickly identify and respond to developing situations in real time. The Q6325-LE acts as the precision camera, delivering the detail required for identification, evidence capture, and investigative review.

Intersection Locations

#	Street	Street
1	Riverside Ave	Sierra Ave
2	Riverside Ave	Live Oak Ave
3	Riverside Ave	Alder Ave
4	Riverside Ave	Locust Ave
5	Riverside Ave	Linden Ave
6	Riverside Ave	Ayala Dr
7	Riverside Ave	Knollwood Ave
8	Riverside Ave	Country Club Dr
9	Riverside Ave	Galway St
10	Riverside Ave	Easton St/Highland Ave
11	Riverside Ave	Walnut Ave
12	Riverside Ave	Baseline Rd
13	Riverside Ave	Etiwanda Ave
14	Riverside Ave	Foothill Blvd
15	Riverside Ave	First St
16	Riverside Ave	Rialto Ave
17	Riverside Ave	Bloomington Ave
18	Riverside Ave	Randall Ave
19	Riverside Ave	San Bernardino Ave

20	Riverside Ave	Rialto Marketplace
21	Riverside Ave	Senior Way
22	Riverside Ave	Gateway Plaza
23	Riverside Ave	Valley Blvd
24	Riverside Ave	IS 10 East
25	Riverside Ave	Slover Ave
26	Riverside Ave	Santa Ana Ave
27	Riverside Ave	Jurupa Ave
28	Riverside Ave	Industrial Dr/Resource Dr
29	Riverside Ave	Agua Mansa Rd
30	Riverside Ave	Franzman Ranch/CR England
31	Riverside Ave	Miguel Bustamante/Kline Ranch
32	Foothill Blvd	Maple Ave
33	Foothill Blvd	Linden Ave
34	Foothill Blvd	Shopping Ctr
35	Foothill Blvd	Cedar Ave
36	Foothill Blvd	Spruce Ave
37	Foothill Blvd	Cactus Ave
38	Foothill Blvd	Lilac Ave
39	Foothill Blvd	Willow Ave
40	Foothill Blvd	Sycamore Ave
41	Foothill Blvd	Acacia Ave
42	Foothill Blvd	Acacia Plaza/Kingsley
43	Foothill Blvd	Eucalyptus Ave
44	Foothill Blvd	Pepper Ave
45	Baseline Rd	Alder Ave
46	Baseline Rd	Laurel Ave
47	Baseline Rd	Locust Ave
48	Baseline Rd	Maple Ave
49	Baseline Rd	Linden Ave
50	Baseline Rd	Cedar Ave
51	Baseline Rd	Cactus Ave
52	Baseline Rd	Lilac Ave
53	Baseline Rd	Willow Ave
54	Baseline Rd	Sycamore Ave
55	Baseline Rd	Acacia Ave
56	Baseline Rd	Eucalyptus Ave
57	Baseline Rd	Pepper Ave
58	Rialto Ave	Linden Ave
59	Rialto Ave	Cedar Ave
60	Rialto Ave	Larch Ave
61	Rialto Ave	Cactus Ave
62	Rialto Ave	Willow Ave
63	Rialto Ave	Sycamore Ave
64	Rialto Ave	Acacia Ave
65	Rialto Ave	Eucalyptus Ave
66	Bloomington Ave	Larch Ave
67	Bloomington Ave	Spruce Ave/San Bernardino Rd
68	Bloomington Ave	Cactus Ave

69	Bloomington Ave	Lilac Ave/Randall Ave
70	Bloomington Ave	Willow Ave
71	Valley Blvd	Spruce Ave
72	Valley Blvd	Cactus Ave
73	Valley Blvd	Lilac Ave
74	Valley Blvd	Willow Ave
75	Valley Blvd	Gateway Plaza
76	San Bernardino Ave	Willow Ave
77	San Bernardino Ave	Rialto Marketplace
78	San Bernardino Ave	Sycamore Ave
79	Randall Ave	Cedar Ave
80	Randall Ave	Cactus Ave
81	Merrill Ave	Cedar Ave
82	Merrill Ave	Cactus Ave
83	Merrill Ave	Willow Ave
84	Merrill Ave	Sycamore Ave
85	Merrill Ave	Eucalyptus Ave
86	Cedar Ave	Pacific Electric Trail (176 N Cedar)
87	Cedar Ave	Etiwanda Ave
88	Ayala Ave	Fitzgerald Ave
89	Ayala Ave	Fire Station 203
90	Ayala Ave	Scholl Way
91	Ayala Ave	Renaissance Pkwy
92	Ayala Ave	Casmalia St
93	Ayala Ave	Bohnert Ave
94	Cactus Ave	Etiwanda Ave
95	Cactus Ave	Walnut Ave
96	Cactus Ave	El Rivino Rd
97	Renaissance Pkwy	Alrahaman Way
98	Renaissance Pkwy	Alder Ave
99	Renaissance Pkwy	Laurel Ave
100	Renaissance Pkwy	Locust Ave
101	Renaissance Pkwy	Maple Ave
102	Renaissance Pkwy	Linden Ave
103	Renaissance Pkwy	Marketplace West
104	Renaissance Pkwy	Marketplace East
105	Renaissance Pkwy	Renaissance East
106	Casmalia St	Alder Ave
107	Casmalia St	Laurel Ave
108	Casmalia St	Locust Ave
109	Casmalia St	Linden Ave
110	Alder Ave	Casa Grande Dr
111	Pepper Ave	Winchester Dr/Terrace Rd

112	Highland Ave/Easton Ave	Shopping Ctr
113	Linden Ave	Bohnert Ave

Priority intersections are highlighted



Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Sourcewell #121024				
2	Cameras				
3	113.00	AXC-02943001	AXIS Q6300-E 60 Hz PTZ Camera	\$ 2,261.17	\$ 255,512.21
4	113.00	AXC-03313001	AXIS Q6325-LE	\$ 2,620.38	\$ 296,102.94
5	113.00	10413702	TQ5001-E WALL/POLE MOUNT	\$ 163.54	\$ 18,480.02
6	113.00	01472-001	STEEL STRAPS TX30 570MM 1PAIR	\$ 39.67	\$ 4,482.71
7	113.00	10410665	TU8004 Single Port 90W Midspan	\$ 211.92	\$ 23,946.96
8	113.00	10418175	TU6011 MAINS CABLE ISCOMPATIBLE WITHTU8004 90 WMIDSPAN. IT COMES	\$ 19.36	\$ 2,187.68
9	11.00	1005164	THE 10 PK VARIENT OF THE AXIS SURVEILLANCE CARD 128 GB A HIGH ENDURANCE MICRO	\$ 570.94	\$ 6,280.34
10	3.00	970708	AXIS SURVEILLANCE CARD 128 GB HIGH ENDURANCE MICROSDXC CARD	\$ 57.10	\$ 171.30
11	Cable and Misc				
12	30.00	775600-110DB	24-4P Unshielded Solid C6 Blk Jkt Direct-Burial	\$ 547.14	\$ 16,414.20
13	1.00		Misc-HW	\$ 24,193.55	\$ 24,193.55
14	Genetec Licenses (Non-Taxable)				
15	1.00	GSC-5.13	Security Center Version 5.13.	\$ 0.00	\$ 0.00
16	1.00	GSC-BASE-E	Genetec Security Center (GSC) Base Enterprise Package. Includes Synergis Enterprise Package with Access Manage support, Remote Security Desk, Badge Designer. Includes Omnicast Enterprise package with Archiving and Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping, Failover Cameras, Hardware Matrix Support, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support. Includes AutoVu Standard Package. Other features included: Threat Level module, Plan Manager Advanced for GIS Map servers with unlimited entities, Active Directory Integration, unlimited authentication roles, unlimited Active Directory Federation services connections, Site Login License, and Failover Directory Role. Genetec™ Advantage required with system purchase.	\$ 0.00	\$ 0.00
17	226.00	GSC-OM-E-1C	1 Enterprise camera connection, mandatory Genetec™ Advantage	\$ 278.57	\$ 62,956.82
18	226.00	ADV-CAM-E-1Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera up to 1 year	\$ 51.07	\$ 11,541.82
19	All Labor Complies With Sourcewell #121024				

Equipment Total	\$	722,270.55
Total Labor	\$	575,152.00
Bucket Truck Costs	\$	15,500.00
Freight/Warranty	\$	76,267.87
Tax if applicable	\$	50,202.32
Total Project Price	\$	1,439,392.74





Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm. Prevailing wage labor is included.
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. Lift is included.
5. Permits or associated fees are not included.
6. Customer to provide static IP addresses at panel locations.
7. Customer to provide a secured staging & storage area for project related materials.
8. 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.
9. 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.
10. 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.
11. 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.



Total Project Investment:

\$ 1,439,392.74

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,

Convergent
Jake Bargas

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

Mark Adams

April 27, 2026

Customer Name (Printed)

Date

Authorized Signature

Title

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

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

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

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

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 site which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent;
- d. To remove site obstacles and job safety hazards;
- e. To promptly participate and approve acceptance testing, if applicable;
- f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when 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.

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 CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

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

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

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent 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, 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 completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.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 Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

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

SECTION 7. INSURANCE

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

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

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent 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, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent 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 Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent 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) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent 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 Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

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

SECTION 9. LIMITATION OF LIABILITY

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

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

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

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

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site 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 site. 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 site. To the fullest extent allowed by law, 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 site.

SECTION 11. PERSONAL DATA & SECURITY

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

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. 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

Convergent 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 Convergent 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

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent'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. Convergent 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 Convergent.

SECTION 14. TERMINATION

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

SECTION 15. GOVERNING LAW AND DISPUTES

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

In the event of any dispute between 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, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

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

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

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

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

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

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

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

In no event will Convergent 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 Convergent. 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, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

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