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March 24, 2023

New Orleans RTA
Canal Street Headquarters

Quotation: DR04510948P
RFP#:
State of
Louisiana
Contract Number
License/Cert 4400023987

2817 Canal St. New Orleans, Louisiana 70119
Attention: Don Washington

Reference: Canal Street Camera Refresh

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

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

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

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



Scope of Work

- Convergent will provide, Install, and configure the equipment included in the Bill of Material.
- Convergent will install 10 Cameras on poles around the perimeter of the site.
- Convergent will install 1 dome camera on the rear guard house
- Convergent will install 3 cameras in the Lobby
- Convergent will install 7 Cameras in the parking lot
- Convergent will install 4 cameras on the rear of the parking lot overlooking the rear yard
- Convergent will install 8 cameras in the money room and 1 outside of the front and rear doors.
- Convergent will install 2 cameras in the fueling area
- Convergent will install 3 cameras in the SIS building
- Convergent will install 3 cameras in the Maintenance Barn
- Convergent will reuse cable where possible and will pull new Cat 6 when necessary.
- Convergent will provide and install 5 Ubiquity radios on the building and 10 on the poles for the pole cameras.
- The Client will provide POE switch ports as required.
- Convergent will replace 2 existing Ubiquiti radios on the Fueling building and the Money room building.
- Convergent will provide and configure 1 Milestone expansion archiver
- Convergent will supply and configure 1 Genetec Stream vault and will federate the perimeter cameras to the RTCC.
- Pricing is valid until 2/27/23. Manufacturer Pricing increases will kick in after that date.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	State of Louisiana Contract Number 4400023987				
2	Perimeter				
3	10.00	H12106HL L	Hinged Cover Opaque Stainless Steel Locking Latch Mounting Feet	\$ 197.85	\$ 1,978.50
4	10.00	PMKG- 1212	PMK	\$ 107.92	\$ 1,079.20
5	10.00	ABP-1210	Aluminum Panel for 12 x 10 Enclosure	\$ 32.89	\$ 328.90
6	10.00	HAN- PNM9322V QP	5 Channel 2MP / 5MP X 4 + 2MP 32x PTZ	\$ 4,083.79	\$ 40,837.90
7	40.00	SLA- 2M2400P	128 2MP CMOS WITH A 24MMFIXED FOCAL LENS FOV H 135V 712 FOR THE	\$ 55.99	\$ 2,239.60
8	10.00	HAN- SBP390W MW2	Wall Mount accessory outdoor PTZ, white	\$ 141.46	\$ 1,414.60

Line	Qty	Part	Description	Unit Price	Extended Price
9	10.00	Z4-01633001	T8504-R INDUSTRIAL POE SWITCH	\$ 656.88	\$ 6,568.80
10	1.00	QNV-8080R	OUT VANDAL DOME IP CAM 5MP30FPS MOTORIZED VARI-FOCALLENS 3.1X 3.2	\$ 445.18	\$ 445.18
11	Parking				
12	2.00	QNV-8080R	OUT VANDAL DOME IP CAM 5MP30FPS MOTORIZED VARI-FOCALLENS 3.1X 3.2	\$ 445.18	\$ 890.36
13	4.00	HAN-PNM9022V	WN7 Panoramic Multi-sensor camera	\$ 1,178.41	\$ 4,713.64
14	1.00	HAN-PNM7002V D	Network vandal outdoor Multi-sensor Cam	\$ 720.14	\$ 720.14
15	2.00	HAN-SLA2M280 2D	1/2.8 2MP CMOS 2.8mm fixed focal lens	\$ 55.64	\$ 111.28
16	1.00	SBP-201HMW	OUTDOOR WALL MOUNT FOR OUTDOOR FLAT-EYE (QNE-8011R AND QNE-8021R)	\$ 32.07	\$ 32.07
17	1.00	SBP-300WMW	WALL MOUNT FOR QNX-80X0R WISENET SWAN GOOSE NECK	\$ 51.71	\$ 51.71
18	3.00	HAN-SBP300NB W	Installation Back box	\$ 196.39	\$ 589.17
19	1.00	HAN-PNM9084 QZ1	2MP X 4 outdoor Dome, PTRZ	\$ 1,440.28	\$ 1,440.28
20	1.00	SBP-300LMW	PARAPET MOUNT ACCESSORY COMPW/ ALL FULL SIZE OUTDOOR PTZS & CAPS, WHITE	\$ 258.59	\$ 258.59
21	1.00	HAN-SBP276H MW	White Mounting Cap	\$ 49.09	\$ 49.09
22	On Parking Lot Overlooking Yard				
23	4.00	HAN-XNV9082R	Wisenet 7 X-plus NW IR vandal outdoor ca	\$ 1,145.67	\$ 4,582.68
24	4.00	HAN-SBP300NB W	Installation Back box	\$ 196.39	\$ 785.56
25	Money Room				
26	8.00	QND-8080R	INDOOR DOME IP CAM 5MP 30FPS MOTORIZED VARI-FOCAL LENS 3.1X 3.2 10.0MM	\$ 402.62	\$ 3,220.96
27	8.00	HAN-SHD1198F W	In-ceiling flush mount accessory for ind	\$ 51.71	\$ 413.68
28	2.00	QNV-8080R	OUT VANDAL DOME IP CAM 5MP30FPS MOTORIZED VARI-FOCALLENS 3.1X 3.2	\$ 445.18	\$ 890.36
29	Lobby				
30	3.00	HAN-PNM9022V	WN7 Panoramic Multi-sensor camera	\$ 1,178.41	\$ 3,535.23
31	Fueling				

Line	Qty	Part	Description	Unit Price	Extended Price
32	2.00	HAN-PNM9022V	WN7 Panoramic Multi-sensor camera	\$ 1,178.41	\$ 2,356.82
33	2.00	HAN-SBP276H MW	White Mounting Cap	\$ 49.09	\$ 98.18
34	2.00	SBP-300BW	WALL MOUNT BASE, WHITEFOR SBP-300WMW1 MOUNT	\$ 58.25	\$ 116.50
35	2.00	HAN-SBP390W MW2	Wall Mount accessory outdoor PTZ, white	\$ 140.74	\$ 281.48
36	SIS				
37	3.00	QNV-8080R	OUT VANDAL DOME IP CAM 5MP30FPS MOTORIZED VARI-FOCALLENS 3.1X 3.2	\$ 445.18	\$ 1,335.54
38	3.00	HAN-SBP300NB W	Installation Back box	\$ 196.39	\$ 589.17
39	3.00	5801-641	Protect your Ethernet networks device, i.e. cameras, switches, midspans, etc, from lighting. Protects up to 10KV surge, IP66 and UL certified.	\$ 101.46	\$ 304.38
40	Maintenance Barn				
41	2.00	HAN-PNM9084 QZ1	2MP X 4 outdoor Dome, PTRZ	\$ 1,440.28	\$ 2,880.56
42	1.00	SBP-300CMW	PENDANT MOUNT ACCESSORY WHITE	\$ 55.08	\$ 55.08
43	1.00	SBP-300LMW	PARAPET MOUNT ACCESSORY COMPW/ ALL FULL SIZE OUTDOORPTZS & CAPS, WHITE	\$ 258.59	\$ 258.59
44	2.00	HAN-SBP276H MW	White Mounting Cap	\$ 49.09	\$ 98.18
45	2.00	HAN-SBP300NB W	Installation Back box	\$ 196.39	\$ 392.78
46	Cable				
47	12.00	665610-110DB	24-4P Unshielded Solid PE Cat5E Blk Jkt Direct-Burial	\$ 364.20	\$ 4,370.40
48	8.00	556609	23-4P Unshielded Solid Plenum Cat6 Blu Jkt	\$ 409.17	\$ 3,273.36
49	Server and Licensing				
50	42.00	ML-YXPPPLU SDL-01	Milestone one year care plus for XProtect Professional Plus device license	\$ 29.13	\$ 1,223.46
51	10.00	GSC-SV-AIO-1C	1 Camera Connection for Streamvault™ All-in-One Appliances (SV100 & SV300)	\$ 94.97	\$ 949.70
52	4.00	Z4-01678001	AXIS SURV CARD 128 GB; 10 PK	\$ 708.97	\$ 2,835.88
53	Head End				

Line	Qty	Part	Description	Unit Price	Extended Price
54	1.00	SV-350E-TR3-12T-4-226G	Streamvault™ SV-350E-TR3 with 12TB raw including Security Center Omnicast™/Synergis™/Sipelia™/AutoVu™ software (Inc. region specific power cord) (2x 1GbE ports standard) (Display Connections: 1x VGA): - 1 Directory for up to 50 cameras & 100 Readers (When used as a Client Workstation & Archiver) or 100 cameras & 100 readers (When used as an Archiver only) - 1 Access Manager-5 client/user connections (including Web clients)- Plan Manager Basic-Alarm Management-Advanced Reporting-System Partitioning-Zone Monitoring-Email support-I/O Module Support-Macro support (actual macros sold separately)- People counting-Visitor Management-Badge Designer & Import tool-Remote Security Desk-All languages supported-1 Active Directory Connection-1 Intrusion base license* (requires Security Center 5.9 or later)-1 Sipelia base license	\$ 7,567.00	\$ 7,567.00
55	42.00	CON-Ancillary	Xprotect Professional Plus Device License - Top Tier Customers	\$ 169.00	\$ 7,098.00
56	1.00	Con-Ancillary	XProtect Professional Plus Base License - Top Tier Customers	\$ 499.00	\$ 499.00
57	5.00	Con-Ancillary	Ubiquiti airMAX Rocket Prism Gen 2 5AC 5GHz BaseStation w/ airPrism US	\$ 367.66	\$ 1,838.30
58	5.00	Con-Ancillary	Ubiquiti Omni 5.45 - 5.85 GHz 13dBi Antenna	\$ 243.62	\$ 1,218.10
59	12.00	Con-Ancillary	Ubiquiti airMAX LiteBeam 5AC Long Range 2x2 MIMO 26dBi CPE US	\$ 159.73	\$ 1,916.76
60	5.00	Con-Ancillary	Ubiquiti airMAX LiteAP AC 5GHz 802.11AC Access Point US	\$ 132.87	\$ 664.35
61	10.00	Con-Ancillary	Photocell Jumper	\$ 192.31	\$ 1,923.10
62	1.00	Con-Ancillary	Conduit	\$ 9,230.77	\$ 9,230.77
63	Labor Quoted in Accordance with State of Louisiana Contract Number 4400023987				

Equipment Total	\$ 130,552.92
Total Labor	\$ 80,371.60
Other Costs	\$ 13,238.58
Freight/Warranty	\$ 7,802.38
Tax if applicable	\$ 0.00
Total Project Price	\$ 231,965.48

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.

Performance Items

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



Total Project Investment:

\$ 231,965.48

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

Sincerely,

Devlin Roussel

Convergint
Devlin Roussel

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

Don Washington

Customer Name (Printed)

March 24, 2023

Date

Authorized Signature

Title

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

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “Agreement”). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- 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.