



Haverhill Public Schools

CUSTOMER SUPPORT

PROGRAM

Shooter Detection Systems

Annual Operating License

## CUSTOMER SERVICE PLAN PROPOSAL

|              |  |                     |   |
|--------------|--|---------------------|---|
| <b>Date:</b> | 9/12/2022  | <b>Quotation #:</b> | PM05488445CSP   |
| <b>To:</b>   | Haverhill Public Schools<br>480 S. Main Street<br>Haverhill, Massachusetts 01835 | <b>Attn:</b>        | Douglas Russell<br>(978) 420-1980<br>douglas.russell@haverhill-ps.org |

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We are pleased to provide this proposal for your consideration. This quotation is valid for THIRTY (30) days.

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## CSP OVERVIEW AND INTRODUCTION

Thank you for considering Convergint as your service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your system(s), minimizing malfunctions, risk, and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your occupants.

Each year we deploy and maintain hundreds of thousands of IoT-enabled devices. The proper configuration of these devices reduces the vulnerabilities they create as attack surfaces. Our technical teams have worked with our Product Partners, Cybersecurity Consultants, and independent certification organizations, such as Underwriters Laboratories, to develop policies, procedures, and governance programs to create standards on how we deploy and maintain systems that are IoT-enabled.

With the increase of cyber-attacks, manufacturers typically require some level of software support as they constantly address threats that arise as a result of having a system on the network. All systems are inspected to ensure that the latest firmware and software updates are applied. In many cases our Product Partners have developed hardening guides or best practices for their technology, and we augment that as necessary, with tailored hardening by our expert specialists.

Convergint designs, installs and services Security, Building Automation, and Fire & Life Safety solutions for commercial, industrial, financial and government clients. Serving single-site customers, as well as those with a global multi-site footprint, Convergint will design a solution to meet both your current needs as well as your future growth plans. Most importantly, Convergint provides a wide-array of professional services to ensure your investment is protected and continues to operate as originally designed.

If there are any services not included in this proposal that you would like more information on, please visit our website or contact your Convergint representative.

## STANDARD SERVICES

- MULTI-YEAR PROGRAM COMMITMENT  
Convergent is committed to establishing long-term agreements at mutually agreed pricing. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the annual cost will be remained fixed at the first-year price.
- PREFERRED PRICING  
Predictable costs by means of pre-established labor rates and material costs in accordance with Convergent's published rates and associated discounts.
- SERVICE DOCUMENTATION  
Each system-testing and service call will be documented utilizing an inspection report and/or work order completed by our assigned Customer Support Specialist. The Specialist's job will not be complete until their testing and/or service call is formally documented and presented to a designated customer representative.
- PREFERRED PRIORITY SERVICE RESPONSE  
As a Convergent CSP customer, you will be given priority for emergency service calls. Specific response times are identified under the Customer Support Program Implementation section of this proposal.
- TRAINED AND QUALIFIED RESOURCES  
A professional team of certified and qualified personnel deliver services performed by Convergent. Field technical personnel are also equipped with the proper tools and information necessary to perform their jobs.
- TELEPHONE SUPPORT AND CONSULTATION  
Telephone diagnostic support is available for all CSP customers. Our on-call technicians will provide diagnostic and troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

## PROPOSED SERVICES

### Preventative Maintenance

Included  Excluded

On a scheduled basis, Convergint will provide systems preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of system components.

This is recommended for all sites to maintain the original condition of installed and commissioned systems. By performing necessary testing and calibration, Convergint can identify defects and potential problem areas, thereby reducing the probability of emergency problems.

### Password & Patch Management Services

Included  Excluded

Security of Security is our highest priority, and our Cybersecurity Services Team ensures our customers IoT and OT devices including cameras, access control, and identity management systems meet the same high standards as traditional IT devices like computers and servers.

Weak and reused passwords are a significant vulnerability to you and your systems. Reusing the same password on all devices within a security system, and across sites, can increase the risk of compromise by an attacker. By setting unique passwords on each system, as well as each site, we not only protect your security systems, we also protect access to the connected networks.

Convergint utilizes industry-leading, 256-bit encrypted password management systems and tools to ensure that each system has unique, highly complex passwords that restrict access according to the principles of least privilege.

There is no integration or direct connection between Convergint's database of passwords and systems on-premise.

As well, with the proliferation of technology, software support is imperative to keeping systems current. Software updates and patches ensure systems are maintained in accordance with manufacturers recommendations and keeps systems operating with the latest features, fixes, and vulnerability patches.

Firmware is a set of code that is embedded within many of the network connected devices that controls the devices operation. Manufacturers' firmware updates are released in the form of patches according to their individual release schedule. As part of this program, firmware will be maintained in accordance with manufacturers recommendations and keeps systems operating with the latest features, fixes, and vulnerability patches to the latest interoperable level.

At the time of password change, Convergint specialists will also install any compatible software and firmware patch releases to the system to ensure system functionality and security.

\* Please note – this does not include "user" passwords or settings. This is for access to the specific security system devices only.

**Annual Software Support** **Included**     **Excluded**

*\*This option is mandatory if the Password & Patch Management Services are included above.*

With the proliferation of technology, Software Support and/ or Subscription Services are invaluable to the customers and systems we work with every day.

This option provides our customers with a software support plan that allows them to keep pace with software revisions and advancements as made available by manufacturers. Such revisions will keep systems operating with the latest technology and secured with the latest patches.

Twice per year, Convergent specialists will install the latest security system update to provide the latest security and functionality updates to software and firmware.

Covered software is identified in the equipment list of this proposal.

\*Please note, this option does not include any computer operating system updates or upgrades.

**OPTIONAL SERVICES****Software Upgrade** **Included**     **Excluded**

In order to keep up with changes in infrastructure and environment, updates / upgrades are mandatory to keep systems running at an optimal level.

Convergent takes the challenge out of this process by offering support services surrounding these activities. There are multiple facets to upgrades including, where applicable, server migration, integration support, resource allocation, scheduled downtime and risk mitigation. Convergent can assist with upgrading your system to ensure that the process is seamless and minimizes risk.

**iCare Executive** **Included**     **Excluded**

This value- added online service tool includes all the features of iCare Manager plus: real-time status, metric and custom report, access to “My Document Library” (i.e., document sharing platform), administrative privileges, and customized email notification.

**Remote Online Diagnostics** **Included**     **Excluded**

Utilization of industry standard authentication technology to remotely access your system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue cannot be resolved online, a more refined service response will result including the dispatching of a service representative.

## ADDITIONAL SERVICES

These are some of the additional services Convergent can provide. Please let us know if you would like more information or pricing on any of the following.

- **Alarm Monitoring Services**
- **IoT Automation & System Health Monitoring**
- **Managed Detection & Response**
- **Automated Backup Programs for system databases and configurations**
- **Network Security Assessments**
- **Comprehensive Labor & Equipment Coverage**
- **Embedded Specialist Services**
- **Staff Training**
  - **Systems Administration & Management**
  - **Cybersecurity Awareness Online Training**
- **System Administration and Data Redundancy Services**
- **Managed Services: Network Infrastructure, Endpoints, Two-Factor, PACS, Intrusion, and Video Management Systems**
- **Battery Testing**

## CLARIFICATIONS, QUALIFICATIONS, AND EXCLUSIONS

Please reference the clarifications, qualifications, and exclusions noted below.

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
5. This proposal pricing is based on a multi-year commitment. Rates are subject to change if any services or term years are individualized.

### Customer Responsibilities

- a. Customer agrees to cooperate in the care of the Equipment and to promptly notify Company in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at [iCare.convergint.com](http://iCare.convergint.com)
- b. Customer agrees to give Company employees and representatives full and free access to the Equipment for the purpose of performing the required service hereunder. It is the responsibility of Customer to provide a safe working environment and safe access to Equipment for technicians. The final determination of a safe working environment will reside with the technician.
- c. Customer agrees that when service must be provided when cash, negotiable securities, and other valuables are readily accessible, Company employees and representatives shall always be accompanied by Customer's employee or representative.
- d. Payment is acceptance of terms of this agreement.
- e. Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its Equipment and other property, which is not in the possession of Company. Company shall not be liable for losses made possible or arising out of Customer's or any of its contractor's failure to provide, maintain, use or properly monitor and respond to alarms and other security devices necessary to protect Customer's Equipment and other property.

## Exclusions

- a. Problems related to network issues, communication issues, source voltage problems and other issues not directly related to Equipment components, circuitry or software are not covered under the terms of this Agreement.
- b. Consumable items are not included under this Agreement, such as carriers, print heads, batteries and other items consumed during normal use of the Equipment.
- c. When in Company's evaluation, the Equipment or any major sub-system or major component thereof as so classified by Company 1) becomes worn out due to normal wear and tear or, 2) becomes obsolete or outdated due to advances in technology, Company will submit to the Customer a cost estimate for its replacement. If the Customer does not authorize such replacement (the cost of which is outside of this Agreement,) Company may terminate the portion of this Agreement which covers the affected Equipment.
- d. Company will not be responsible for failure or delay, or the consequences thereof, in rendering service occasioned by any circumstances beyond its reasonable control.
- e. The Annual Agreement Fee does not include costs for parts or labor incurred by Company for relocating equipment, changing set-up, changing original features or functions, modifications, or any major overhaul of the Equipment. If any Equipment is relocated, altered, or serviced by persons other than Company representatives during the term of this Agreement, then Company shall have the right to inspect the Equipment for any damage which may have occurred, and Company shall have the right to charge customer for parts and labor required to repair such Equipment at its prices and rates then in effect. If Customer refuses such inspection or repair, then Company has the option to delete such Equipment for coverage hereunder.
- f. This Agreement covers only the services detailed herein that Company is expressly agreeing to undertake. Any service not expressly provided by Company herein is specifically not covered under this Agreement. If Company is requested to provide emergency service outside the times set forth above, which service Company shall have the right to elect or not elect to undertake in its sole discretion, Customer agrees to pay Company overtime rates for hours worked or traveled during such times.





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| <b>Software Support Agreement (SSA/SUSP)</b> |
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|---|
| The following bill of material is intended to establish the baseline for this proposal. This bill of material is not intended to be a comprehensive list of all system parts. |
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| <b>Line</b> | <b>Qty</b> | <b>Description</b>  |
|-------------|------------|---|
| 1           | 1          | Shooter Detection Systems - Annual Operating License - T3 |



| SERVICE RATES        |                                      |                                   |                  |
|----------------------|--------------------------------------|-----------------------------------|------------------|
| Current labour rates | Business Hours<br>(8:00am to 5:00pm) | After hours<br>(Monday- Saturday) | Sunday & Holiday |
| CSP Rates            | \$125.00                             | \$187.50                          | \$250.00         |

- No mileage or travel time charge if within a 50-mile radius of local CTC.
- Outside 50-mile radius will incur an additional charge for travel time.
- Emergency service and T&M work will be subject to a two- hour minimum.
- Same day emergency requests are subject to afterhours rates.
- Rates are subject to change without notice and application at the time of service.

**BILLING CONTACT**

| AGREEMENT DETAILS |  |        |        |        |        |
|-------------------|--|--------|--------|--------|--------|
| CSP Start Date    | 12/15/2022   |        |        |        |        |
| CSP Duration      | 1 Year   |        |        |        |        |
|                   | Year 1   | Year 2 | Year 3 | Year 4 | Year 5 |
| Total Annual Cost | \$ 5904.10   |        |        |        |        |
| Sales Tax         | Price excludes applicable sales tax  |        |        |        |        |
| Payment Schedule  | The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise. |        |        |        |        |

Please provide all applicable billing information and point of contact for coordination, questions and collections.

|                              |       |                   |       |
|------------------------------|-------|-------------------|-------|
| <b>Customer Name</b>         | _____ | <b>Attn</b>       | _____ |
| <b>Address</b>               | _____ | <b>Work Phone</b> | _____ |
| <b>Suite (If Applicable)</b> | _____ | <b>Cell Phone</b> | _____ |
| <b>City, State &amp; Zip</b> | _____ | <b>Email</b>      | _____ |

This pricing is valid for 30 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent.

*By signing below, I accept this proposal and agree to the Convergent CSP Terms and Conditions Version 1.08 dated October 2020 contained herein.*

\_\_\_\_\_  
Customer Name Date

\_\_\_\_\_  
Authorized Signature Printed Name and Title



1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer.
3. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. If the customer chooses to cancel before the contract has expired, they will pay any cost incurred prior to cancellation as well as 50% of remaining contract balance. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this 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.
4. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
5. Customer agrees at no cost to Convergent:
  - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
  - b. To supply electrical service as required by Convergent; and
  - c. 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.
6. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
7. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
8. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
  - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
  - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
  - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
9. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services 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 providing its Services 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.
10. 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, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. 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 a Force Majeure event, 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.
11. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed. 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
12. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer. 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.
  13. Any equipment or products installed by Convergent in the course of providing the Services 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 by Customer, Convergent will use all 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.
  14. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), 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 SHALL 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 monitoring and or 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. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or 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 monitoring or 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 monitoring or intrusion product or software provided by but not manufactured by Convergent.
15. 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            |
|                              | \$2,000,000 general aggregate         |
| Automobile Liability         | \$1,000,000 per occurrence/aggregate  |
| Excess/Umbrella Liability    | \$4,000,000 per occurrence/aggregate  |

All insurance policies carried by Convergent hereunder 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.
  16. 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 subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.
  17. 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, subsidiary or affiliated companies or any entity majority owned by Convergent.
  18. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.
  19. 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.
  20. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement