



Haverhill Public Schools

Caleb-Hunking School

Shooter Detection Systems Annual

Software Support Agreement

Prepared By:

Paul Morgan

9/18/2023

CUSTOMER SUPPORT PROGRAM PROPOSAL

Date: 9/18/2023

Quotation #: PM05606846CSP

To: Haverhill Public Schools
480 S. Main Street
Haverhill, Massachusetts 01835

Attn: Douglas Russell
(978) 420-1980
douglas.russell@haverhill-ps.org

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

BUSINESS OBJECTIVES

Following discussions and meetings with Haverhill Public Schools and Convergent, the Convergent team understands that Haverhill Public School is seeking a service solution that fulfills the following Business Objectives

Business Objectives	Stakeholders
✓ Increase system uptime and functionality through application of software updates and technology advancements	
✓ Reduce risk to security system(s) and overall system network	
✓ Increase occupant safety and security	

OVERVIEW

As you may know, the capabilities of physical security systems have significantly advanced in recent years, providing faster communication, simplified management, and greater dependability. However, with increased connectivity, these systems also face new vulnerabilities that can be exploited by cybercriminals. Therefore, it is crucial to have a PPM (Password and Patch Management) program that helps safeguard your system(s) against these potential risks. Convergent helps you ensure your 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.

Our program includes:

- ✓ **Regular inspections** to ensure that your systems have the latest firmware and software updates installed. We also use hardening guides and best practices from our Product Partners, which we augment with tailored hardening by our expert specialists to ensure optimal protection.
- ✓ **Regular password rotation** to provide a first line defense for your system(s).

PROPOSED SERVICES

SOFTWARE SUPPORT AGREEMENT (SSA): **Included** **Excluded**

The Software Support Agreement is required to **have access** to product manufacturer firmware and software updates, which keep systems operating with the latest technology and secured with the latest patches. It also provides Convergent access to the product manufacturer technical support team if technical support is required for system troubleshooting. ***All labor associated with applying firmware and software updates is included in the PPM section below. This option does not include any computer operating system updates or upgrades.***

PASSWORD & PATCH MANAGEMENT (PPM) | PROVIDED BY: **Convergent** **Customer**

Password Management:

Default, weak, and reused passwords pose a significant vulnerability to your security systems. Convergent offers unique password management solutions to protect your systems from compromise. By setting unique passwords on each system and site, we not only protect your security systems, but we also protect access to connected networks. Our industry-leading password management systems use 256-bit AES encryption to ensure that each system has unique, highly complex passwords that restrict access according to the principles of least privilege. Additionally, there is no integration or direct connection between Convergent's database of passwords and on-premises systems.

Software and Firmware Maintenance:

Convergent provides software updates and patches to ensure that your systems are maintained in accordance with manufacturers' recommendations and operating with the latest features, fixes, and vulnerability patches. Firmware, which controls the operation of network-connected devices, is also maintained in accordance with manufacturers' recommendations. Our specialists will install any compatible software and firmware patch releases to the system at the time of password change to ensure system functionality and security. Systems and frequencies are identified in the Scope of Work section of this proposal.

Limitations:

Please note that this offering does not include "user" passwords or settings and only covers access to specific security system devices. If the customer is self-performing PPM, please review the *Cybersecurity Services Coverage* page in this proposal.

OPTIONAL SERVICES

Software Upgrade **Included** **Excluded**

To keep up with changes in infrastructure and environment, software upgrades are mandatory to keep systems running at an optimal level.

Our expertise covers various aspects of upgrades, including server migration, integration support, resource allocation, scheduled downtime management, and risk mitigation. By leveraging this service, you can upgrade your system seamlessly while minimizing potential risks.

SCOPE OF WORK

The following bill of materials is intended to establish pricing for this proposal and is not intended to be a comprehensive list of all system components.

SYSTEM	FREQUENCY OF SERVICES	DESCRIPTION
Shooter Detection Systems	Annual	SSA License <u>without PPM for SDS Sensors</u> (see Cybersecurity Services Coverage)

ADDITIONAL SERVICES

Please let us know if you would like more information on any of the following services:

- Preventive Maintenance
- Comprehensive Parts and Labor Coverage
- Alarm Monitoring Services
- System Health Monitoring
- Automated Backup Programs for system databases and configurations
- Network Security Assessments
- Embedded Specialist Services
- Staff Training
 - Systems Administration & Management
 - Cybersecurity Awareness Online Training
- System Administration and Data Redundancy Services
- Managed Detection & Response



AGREEMENT DETAILS					
CSP Start Date	12/14/2023				
CSP Duration	1 Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Annual Cost	\$ 6384.12				
Sales Tax	Price excludes applicable sales tax				
Payment Schedule	The CSP will be invoiced annually in the first month of the agreement period (Net 30 days) unless mutually agreed otherwise.				

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

Customer Name	Haverhill Public Schools	Public	Attn	Doug Russell
Address	4 Summer Street		Work Phone	978-420-1980
Suite (If Applicable)			Cell Phone	
City, State & Zip	Haverhill, MA 01830		Email	douglas.russell@haverhill-ps.org

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 3.0 (US AND CANADA) July 2023 contained herein.

Customer Name *Date*

Authorized Signature *Printed Name and Title*





Cybersecurity Services Coverage

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization (“Customer”).

Password & Patch Management (PPM)

Customer has been advised of Convergent Password & Patch Management (PPM) services. The PPM services and procedures may vary depending on the specific devices involved, but typically include: periodically updating device passwords to meet complexity and password rotation requirements; securely managing those passwords on behalf of Customer; and periodically updating device firmware to incorporate vulnerability patches, enhancements, and bug fixes made available by the device manufacturer. Please ask your Convergent point of contact for more details on the specific PPM services available for your devices. **These services reduce the risk of cyber vulnerabilities.**

Convergent cannot guarantee the security of the devices it installs or of Customer’s IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed — they do not address any other aspect of Customer’s IT environment or practices, which remain Customer’s responsibility.

IF CUSTOMER DECLINES THESE SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER (AND NOT CONVERGINT) IS RESPONSIBLE FOR PERFORMING THESE SERVICES.

CLARIFICATIONS, QUALIFICATIONS, AND EXCLUSIONS

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

1. 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.
2. 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

1. Customer agrees to cooperate in the care of the Equipment and to promptly notify Convergent in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at iCare.convergent.com
2. Customer agrees to give Convergent 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.
3. Customer agrees that when service must be provided when cash, negotiable securities, and other valuables are readily accessible, Convergent employees and representatives shall always be accompanied by Customer’s employee or representative.
4. Payment is acceptance of terms of this agreement.



5. 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 Convergint. Convergint 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.

NOTE: REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

Exclusions

1. 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.
2. Convergint will not be responsible for failure or delay, or the consequences thereof, in rendering service occasioned by any circumstances beyond its reasonable control.
3. The Annual Agreement Fee does not include costs for parts or labor incurred by Convergint 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 Convergint representatives during the term of this Agreement, then Convergint shall have the right to inspect the Equipment for any damage which may have occurred, and Convergint 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 Convergint has the option to delete such Equipment for coverage hereunder.
4. This Agreement covers only the services detailed herein that Convergint is expressly agreeing to undertake. Any service not expressly provided by Convergint herein is specifically not covered under this Agreement. If Convergint is requested to provide emergency service outside the times set forth above, which service Convergint shall have the right to elect or not elect to undertake in its sole discretion, Customer agrees to pay Convergint overtime rates for hours worked or traveled during such times.

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 Services is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE SERVICES

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the services set forth in the accompanying Proposal ("Services") and, subject to any changes or addendums, represents the entire agreement between Convergent and Customer.

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") being maintained under this Agreement.

This Agreement assumes the systems and Third Party Products 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 Costs adjusted accordingly.

No monitoring services, including UL listed monitoring, are included in the Services. Any such services shall be governed and provided by a separate agreement.

Customer agrees at no cost to Convergent:

- a. To provide access to all areas of the site for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the accompanying Proposal);
- b. To supply suitable electrical service as required by Convergent;
- c. To remove site obstacles and job safety hazards; 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 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.

It is understood that repair, replacement and emergency service provisions apply only to the systems and Third Party Products covered by this Agreement and identified in the Agreement. 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, are not included in this Agreement.

In the event that the systems or Third Party Products included in this Agreement 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 systems or Third Party Products impacted by the Modification Event be subject to reacceptance testing by Convergent;
- b. Require removal of the equipment impacted by the Modification Event from the scope of this Agreement, 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.

THE SERVICES AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S SITE OR THIRD PARTIES. 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 layered approach of people, processes, safety, and technologies. The Services, 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). 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 materials comprising the Services, shall pass to Customer as the materials are incorporated at Customer's site subject to any end user license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such materials shall pass to Customer upon delivery to Customer's site.

SECTION 2. TERM

This Agreement will commence on the Services start date ("Start Date") and continue for the period of time specified in the accompanying Proposal ("Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for successive terms of one year ("Renewal Term") and together with the Initial Term, the "Term". Either party may terminate this Agreement at the end of the Initial Term or at the end of any subsequent term by giving the other party no less than thirty (30) days written notice prior to the expiration date of the then current term of the Agreement.

SECTION 3. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. CSP Costs includes only the Services, including Third Party Products, set forth on Convergent's

Proposal, unless noted otherwise. Additional services or 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 CSP Costs upon invoice to Customer.

SECTION 4. INVOICE REMITTANCE AND PAYMENT

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 any payment, Convergent shall be entitled to suspend the Services 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 5. 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 6. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Services with a change order signed by both parties. If Customer orders (i) any changes to the Services (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (e.g. frequency of visits), or (iii) causes any material interference with Convergent's performance of the Services, Convergent shall be entitled to an equitable adjustment in the time for performance and in the CSP Costs, including a reasonable allowance for overhead and profit.

SECTION 7. 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 CSP Costs.

SECTION 8. 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

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 9. 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 weapons, 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 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 and 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.

SECTION 10. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT, 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 AND CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST INCIDENT GIVING RISE TO THE LIABILITY. 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 11. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

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

If during the course of its Services, 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 Services is to be performed, Convergent is entitled to stop the Services 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 Services 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 12. 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. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "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 provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are 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 13. 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 14. PRICE ADJUSTMENT

Beginning on the one (1) year anniversary of the Start Date and annually thereafter for the Term of this Agreement, Convergent may automatically adjust the CSP Costs and Rates set forth in this Agreement: (i) by a percentage equal to the annual percent change in the Consumer Price Index ("CPI") for "All Cities, All Urban Consumers" as published by the Bureau of Labor Statistics of the U.S. Department of Labor (if the Services are performed in

the United States) or Statistics Canada (if the Services are performed in Canada) for the 12-month period ending December 31 of the prior year; or (ii) with five (5) days prior written notice, in excess of the CPI if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be provided and/or labor costs related to personnel responsible for performing the Services, (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 Services, and (e) such adjustment is supported by documentation or other evidence. The effective date of this adjustment shall be the first invoice in each new anniversary year. 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 15. 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 services without liability until Customer cures the breach.

SECTION 16. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Services are being performed, 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 Commercial 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 17. 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 services 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.

If Customer transfers ownership or management of the Customer's site to a third party, Customer will promptly provide Convergent with the new owner's or manager's contact information and take all such actions as are necessary to assign this Agreement to the third party.

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, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.