Convergint TECHNOLOGIES
Making a Daily Difference

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October 23, 2019

Evergreen Lifestyles Management
Solivita
395 Village Drive Kissimmee, Florida 34759
Attention: Vickie Kellogg

Quotation: MU00112748P
RFP#: Verbal Request
License/Cert EC13008283

Reference: Solivita Customer Support Program-LPR Camera Sys.

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this Customer Support Program (CSP) and for providing us with the opportunity to present this proposal addressing your electronic security service needs. We are confident that this solution will meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes 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 considering Convergint Technologies as your partner for your electronic security needs.

Scope of Work

Convergint Technologies is pleased to provide the following Customer Support Program proposal for your Genetec LPR system for your consideration. Your decision to allow us to continue as a partner in managing electronic security in your campus demonstrates your commitment to keeping your staff, customers and all who enter your facilities safe. The following proposal is being submitted to continue the valued partnership between our companies.

Customer Support Program Goals

The goals of this Customer Support Program are as follows:

1. To enhance customers' investment in their security systems;
2. To collaborate with customers and assist in creating a more safe and secure environment;
3. To properly maintain security system to maximize up-time and minimize breakdown/repair costs;
4. To minimize system downtime thus assisting customers in managing their risk;
5. To keep the system up-to-date with the latest technology advancements.

Convergint Technologies Customer Support Program includes a combination of standard services and optional tailored services to meet your needs. Convergint electronic security standard support services include:

- Service M-F, 8:00am – 5:00pm
- Preventitive Maintenance- 3 times per year
- Non-Emergency Response –1 Business Day
- System Funtionality Training – 8 hrs. per year
- iCare Work Order Management Sys
- Remote Online Diagnostics
- Emergency Response – 8 Business hrs.
- Genetec Annual Service Support Agreements – Version Upgrades
- Disposable Parts Replacement (Connectors, Batteries, bulbs)

Cameras or head-end equipment not included .

Implementation & Pricing Summary

- Genetec LPR System with 9 cameras. System used for access control purposes. 9,000 plates registered.
- AutoVu V5.6.977.19 SR4

	Year 1	Year 2	Year 3	Year 4
CSP Program Cost	**$14,846**	**$15,291**	**$15,750**	**$ N/A**
Payment Schedule	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.			

Time & Material Rates	Normal Hours (8:00 AM to 5:00 PM)	After-Hours (Monday-Saturday)	Sunday & Holidays
CSP Customers	$118	$177	$236
Non-CSP customers	$135	$203	$270
Sunday & Holidays	• No mileage or travel time charge if within a 50-mile radius of Orlando • Outside 50-mile radius, customer will be billed for travel time. • Emergency Service and T&M work will be subject to a two (2) hour minimum. • Service rates are subject to change without notice and applicable at the time of Service.		
	The CSP will be invoiced in the first month of the agreement each year unless otherwise noted.		

Thank you for considering Convergint Technologies 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,

Manny Urbina
Convergint Technologies
Manny Urbina

Pricing for CSP is valid for 60 days from the date of the proposal. By signing below, you accept this proposal and agree to the Terms and Conditions contained herein.

Rudy Bautista	12/17/19
Customer Name (Printed)	Date
	12/17/19
Authorized Signature	Title

Terms and Conditions

1. Throughout this CSP Proposal, the term, "Convergint" refers to the Convergint Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergint Technologies LLC" or "Convergint 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 Convergint and Customer (the "Agreement") and may only be amended by a written document signed by both Convergint and Customer. 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. Convergint 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.

3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergint, 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.

4. Customer agrees at no cost to Convergint:
   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 Convergint; 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 Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

5. 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.

6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergint Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergint Technologies Monitoring Service Agreement prior to the implementation of monitoring service.

7. 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 Convergint representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergint 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 Convergint;
   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 Convergint's option.

8. In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergint 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 Convergint. Convergint, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

9. Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, 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 lightning. 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 Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed.

11. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergint, Convergint has the right to suspend performing the Services hereunder, and charge an interest rate of 1and 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.

12. Any equipment or products installed by Convergint in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request by Customer, Convergint 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 Convergint, improper or insufficient maintenance, improper operation. or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

13. Convergint 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 Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.
    IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.
    It is understood and agreed by the parties hereto that Convergint is or may be providing 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, Convergint'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 Convergint. Convergint 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 Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergint.

14. Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence /aggregate
Commercial General Liability	$1,000,000 per occurrence $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 Convergint 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 Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

15. In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be 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.

16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergint.

17. 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.

18. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.