March 3, 2021

City of Rapid City
City of Rapid City Admin Building
300 6th St Rapid City, South Dakota 57701
Attention:

Reference: RC Admin Video Upgrade

On behalf of Convergint’s global network of colleagues, I would like to personally thank you for providing Convergint Technologies 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 Technologies as your partner.
Scope of Work

This Change Order is to add 2 more IP cameras to existing system. Two licenses are also included in this change order. Cabling provided by Structured Cabling and not part of our scope of work. The locations are as follows:

1. Inside main entry monitoring front doors and part of lobby area
2. Outside West main entry area monitoring entrance area

Materials

<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Part</th>
<th>Description</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Network Video Recorder Licensing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2.00</td>
<td>MIL-XPPPLUSDL</td>
<td>XProtect Professional+ Device License</td>
<td>Milestone</td>
</tr>
<tr>
<td>3</td>
<td>2.00</td>
<td>MIL-YXPPPLUSDL</td>
<td>One Year Care Plus for Professional +</td>
<td>Milestone</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1.00</td>
<td>AXIS P3245-LV 01592-001</td>
<td>Fixed dome with support for Forensic WDR, Lightfinder 2.0 and OptimizedIR illumination. Discreet, dust- and IK10 vandal-resistant indoor casing. Varifocal 3.4-8.9 mm P-Iris lens with remote zoom and focus simplifying the installation. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; HDTV 1080p at 30 fps with WDR. Zipstream for reduced bandwidth and storage. Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. Signed firmware and secure boot ensure firmware authenticity. Memory card slot for optional local video storage. Power over Ethernet. Includes mounting bracket for wall/ceiling or junction boxes.</td>
<td>Axis</td>
</tr>
<tr>
<td>6</td>
<td>1.00</td>
<td>AXIS M3206-LVE 01518-001</td>
<td>Fixed dome with built-in IR illumination and IK10 vandal-resistant casing, designed for easy outdoor or indoor installation. Fixed lens, wide 105°/79° horizontal/vertical field of view. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; 4 MP at up to 30 fps with WDR. Zipstream for reduced bandwidth and storage. Video motion detection, tampering alarm and supervised digital input / digital output for alarm/event handling. HDMI output (micro). Memory card slot for optional local video storage. Power over Ethernet. Includes mounting bracket for wall/ceiling or junction boxes.</td>
<td>Axis</td>
</tr>
<tr>
<td>7</td>
<td>1.00</td>
<td>AXIS T91D61 WALL MOUNT 5504-821</td>
<td>Chromated and powder coated aluminum wall mount with 1.5&quot; NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4&quot; conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White</td>
<td>Axis</td>
</tr>
<tr>
<td>Line</td>
<td>Qty</td>
<td>Part</td>
<td>Description</td>
<td>Manufacturer</td>
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<tr>
<td>8</td>
<td>1.00</td>
<td>AXIS T94T01D PENDANT KIT 5505-871</td>
<td>Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5&quot; NPS threaded pipes.</td>
<td>Axis</td>
</tr>
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</table>

| Total Project Price | $ | 2,592.22 |
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. PO or Signed Quote
8. 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.
9. Convergint Technologies 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.
Performance Items

<table>
<thead>
<tr>
<th>Performance Items</th>
<th>Items Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Year Warranty on Labor</td>
<td>One-Year Warranty on Parts</td>
</tr>
<tr>
<td>Owner to Provide Static IP Addresses</td>
<td>Project Management</td>
</tr>
<tr>
<td>System Programming</td>
<td>Testing of all Proposed Devices</td>
</tr>
</tbody>
</table>

Total Project Investment: $2,592.22

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,

Mike Shanahan
Convergint Technologies
Mike Shanahan

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

__________________________________________  March 3, 2021
Customer Name (Printed)                     Date
__________________________________________
Authorized Signature                        Title
Convergint Technologies’ Install Terms & Conditions

Throughout this Time and Materials 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”.

SECTION 1. THE WORK
This Time and Materials 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 Time and Materials Proposal commences on the Start Date as specified in the attached scope of work, and 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. 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.

Convergint agrees:

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 this Agreement.

c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work;

d. Hire subcontractors and material suppliers to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees and at no cost to Convergint:

a. To provide access to all areas of the facility which are necessary to complete 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 this Agreement.

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.

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 not deliverable written customer and Convergint, 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. Sales taxes, (and in California, 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
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 charge interest at 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.

SECTION 4. WARRANTY
For the period of one (1) year FROM THE DATE OF PROVIDING SUCH SERVICES, (“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 Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work 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 defects 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 GUARANTEES, EXPRESS OR IMPLIED, ARE MADE OR EXTENDED 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. FORCE MAJEURE
Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or 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. 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 performance of a force majeure event by force Convergint, 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 Section 5 shall be charged to Customer in addition to any amounts due under this Agreement

SECTION 6. INSURANCE
Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to Customer prior to beginning work hereunder:

<table>
<thead>
<tr>
<th>Worker’s Compensation</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per occurrence/aggregate</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$2,000,000 general aggregate</td>
</tr>
<tr>
<td>Excess/Umbrella Liability</td>
<td>$1,000,000 per occurrence/aggregate</td>
</tr>
</tbody>
</table>

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. If performance of any 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.

SECTION 7. INDEMNIFICATION
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: the negligent or

wild 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 CONVERGIT OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOSS PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL 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 insurance against acts for which they are supplied to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergint’s indemnification obligation pursuant to Section 7 herein, does not apply to the extent the loss indemnified against is caused by any monitoring, its affiliates, software 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, Convergint’s 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, 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 situations be characterized as being 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 Convergint, Convergint’s agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, 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 agrees 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 situations be characterized as being the “Software” and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations.

SECTION 8. COMPLIANCE WITH LAW, EEO and SAFETY
This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing the Work. Convergint agrees to comply with all reporting requirements imposed by law or this Agreement. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer provided such program is applied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer’s facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint will not resolve such dispute unless it shall determine when it is “safe” to return to perform the Work at Customer’s facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure to persons to hazardous materials in any form at the Customer’s facility. Customer shall indemnify, defend (including pay attorneys fees and disbursements), and hold harmless Convergint, Convergint’s 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 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.

SECTION 9. DISPUTES
Any controversy or 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 be decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediators 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.

SECTION 10. MISCELLANEOUS
Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party.

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

Convergint Technologies’ Install Terms & Conditions Version 1.09 April 2017