October 7, 2021

Rapid City Regional Airport
Rapid City Regional Airport
4550 Terminal Road Rapid City, South Dakota 57703

Reference: RCRA Q1786-LE Cameras

Quotation: MS12390480P

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

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

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

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

This quote is an equipment only quote. Installation will be provided by owner. Any installation or programming from Convergint will be time and material. Terms and Conditions are per negotiated that is on file. No taxes added to equipment only quote. If taxes apply, please add 6.5%.

No licenses or mounting accessories included with this quote. All cameras are replacement cameras.

**Materials**

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<th>Qty</th>
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<th>Description</th>
<th>Unit Price</th>
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**Equipment Total**

$13,745.81

**Total Labor**

$0.00

**Other Costs**

$0.00

**Freight/Warranty**

$824.74

**Tax if applicable**

$0.00

**Total Project Price**

$14,570.55
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. Proposal does not include sales tax unless otherwise noted.
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 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.
Total Project Investment: $ 14,570.55

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

Sincerely,

Mike Shanahan
Convergint
Mike Shanahan

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

_________________________________________  October 7, 2021
Customer Name (Printed)  Date

_________________________________________
Authorized Signature

_________________________________________
Title
Shall provide certificates of insurance to the Customer prior to beginning work hereunder:

That the party experiencing the delay shall promptly give written notification to the other party within fourteen (14) days of the date of being invoiced. Invoices shall not include or be subject to a project percentage.

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be held responsible for, the time for completion of the Work shall be in writing signed by both Customer and Convergint. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within forty-five (45) days of the date of being invoiced. Invoices will not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid.

Convergint provides the following warranty to the Customer:

That the Work will conform to the requirements of this Agreement.
That the Work will be free from defects not inherent in the quality required or permitted;
That the Work will be performed in accordance with the Agreement;
To properly execute and complete the Work; and
To submit shop drawings, product data, samples and similar submittals if required in the agreement.

Customer agrees in accordance with the mutually agreed project schedule: a. To provide access to all areas of the facility which are necessary to complete the Work; c. To supply suitable electrical service as required by Ceronvert;
and d. That in the event of any emergency or systems failure, responsible 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.

SECTION 3. INVOICE REMITTANCE AND PAYMENT
If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within forty-five (45) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within forty-five (45) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid.

SECTION 4. WARRANTY

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.

SECTION 2. PRICING
Pricing and amounts previously proposed shall remain valid for 30 days unless otherwise specified. Sales tax, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 5. CHANGES

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Customer:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work; and
c. To supply suitable electrical service as required by Convergint;
and
d. That in the event of any emergency or systems failure, responsible 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.

SECTION 6. FORCE MAJEURE

Convergint shall immediately 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 FOR SPECIAL, 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.

It is understood and agreed by the parties hereto that Convergint is or may be providing monitoring and/or intruder 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 8 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 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.

SECTION 7. INSURANCE

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:

<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/aggregate</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence/aggregate</td>
</tr>
</tbody>
</table>

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.

SECTION 8. INDEMNIFICATION

Neither party to this Agreement shall assign this Agreement without the prior written consent of the authorized officers of each company.

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 in its sole discretion 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, removal or disposal of or exposure of persons to hazardous materials in any form at the Customer’s facility.

SECTION 10. DISPUTES

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.

SECTION 11. MISCELLANEOUS

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.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or 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.

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