



Proposal prepared for:

Fontana Police Department

Presented by:

Suzanne Trujillo

2.6.2025

Sales Agreement ID: 892051775

Proposal pricing is valid for 30 days





COMMERCIAL PROPOSAL AND SALES AGREEMENT



Branch: 66572	Sales Representative: Suzanne Trujillo	Today's Date: 2/6/2025
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Customer Information

Business Name: Fontana Police Department	Phone: (909) 350-7740
Address: 17005 Upland Ave FONTANA, CA 92335	Billing Address: 17005 Upland Ave FONTANA, CA 92335

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon")¹ and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below and subject to the terms and conditions herein.

¹ Everon is registered to do business as Everon Solutions, LLC in Alaska, Delaware, Illinois, Indiana, Pennsylvania, and Vermont

Recurring Service Charges: \$60,000.00 per year

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any Everon-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 12 Months

Pricing under this Agreement is based on an agreement term of -Twelve (12) months.

Site Location Information

Location Name: Fontana Transit Center	
Address: 16777 Orange Way FONTANA, CA 92335	
Site #: 0	Phone: (909)350-7740

System Design Information

System Design Name: Fontana Police Dept - (2) LVT D3 Subscription	Job #:
Equipment Ownership: Outright Sale	
Warranty Period: 90 Days	

Services

Fontana Police Dept - (2) LVT D3 Subscription

Video	LiveView Technologies Mobile Video Surveillance - 104660-104403-RMR, Subscription D3 Trailer (3 PTZs)
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Equipment List

Qty	Description
2	Subscription D3 Mobile Surveillance Unit, 3 Camera Trailer - V4 Live Unit (3 x Axis Q6135 PTZ), Trailer 3.0

Summary of Charges

Equipment & Installation Total	\$0.00
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Estimated Taxes	\$0.00
Annual Fee	\$60,000.00
Scope Of Work	

Fontana Police Department - 17005 Upland Avenue, Fontana, CA 92335

Site Address - Fontana Transit Center/Omnitrans, 16777 Orange Way, Fontana, CA 92335

Everon OMNIA Group Purchasing Agreement # R220701

Everon to provide **two (2) LVT D3 (Detect, Deter & Defend) mobile units**. The Systems will provide the following:

1. Live Stream Video
2. Video Recording
3. Video Playback
4. Scheduled Use of Strobe
5. Flood Light
6. Announcements
7. Greater Area Coverage
8. Remote Device Management
9. Multi Camera + Flood Light
10. Talk Down
11. Alerts
12. Command Center

The Systems are proposed for the following Monitoring Options:

1. Self Monitoring
2. Third-party Monitoring Pricing to be provided as an additional cost, upon customer request

Communication Methods:

LVT's Services are made available through the use of Cellular Data Connectivity. Customers have access to 20 Gigabytes of Cellular data per month, per Security (D3) LVT Unit. Data usage sets to zero (0) on the first day of each month. Data usage over the limit of 20GB Per Month, is charge \$10.00 Per gigabyte on a monthly basis.

Self-Monitoring monthly subscription (lease) price \$2,500/month/unit, two (2) units, billed monthly at \$5,000.

3rd Party Monitoring is an additional \$500/month/unit (billed quarterly). If 3rd Party Monitoring is requested, a revised proposal will be provided.

Term: One (1) year term. Pricing to remain level for the duration of the initial term.

Inclusions/Exclusions

1. Everon and LVT assumes conditions of installation will not require external power source or generator, with optimal conditions for solar power.
2. Everon and LVT will conduct a delivery survey to determine location for drop off and set up of unit. Customer must approve locations for delivery. Prior to drop off an Everon Rep will use "Google Earth" to provide an exterior layout of the customers property and confirm locations with the customer's primary contact. In the event that "Google Maps" are not up-to-date, the customer must inform Everon of changes prior to scheduling.
3. For units with generators, in the event supplemental fuel is required, Everon will quote additional subscription and delivery costs. This can be caused by long term weather challenges, or natural disasters that obstruct sunlight for long periods of time.
4. LVT's Services are made available through the use of Cellular Data Connectivity. Customers have access to 20 Gigabytes of Cellular data per month, per Security (D3) LVT Unit. Data usage sets to zero (0) on the first day of each month. Data usage over the limit of 20GB Per Month, is charge \$10.00 Per gigabyte on a monthly basis. Video footage is available for download by the customer for 30 days. It may be used for evidence and stored by the customer, as long as the customer requires.
5. Everon and LVT will train the customer on proper use of system at time of delivery and conduct an onboarding session. In the event the customer would like additional trainings that require a technician on site, may be quoted as additional depending on Scope of Work.
6. All drop off fees, pick up fees at the end of the contract, support and training is at no charge.
7. Units are mobile and customer is able to move on their own. Once the customer moves the units, recalibration with LVT technical support is at no charge.
8. If customer would like LVT to move the unit, it would be at an additional charge. Current fee is \$400 per move.
9. Agreement term length available in one, three or five year terms. Price to remain level and will not increase during the initial contracted term.
10. Proposal is NOT quoted at Prevailing Wage rates. If Prevailing Wage is required, customer to advise so the proposal may be revised.
11. The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the Everon standard terms and conditions. In the event of a conflict of term, the OMNIA Partners Master Contract R220701 terms will prevail.
12. Monthly invoicing per Customer request.

Any damage, theft, software updates or failure of equipment is covered by LiveView Technologies (LVT), as part of the LVT Mobile Surveillance Unit Subscription program, available through Everon.

In addition, if Fontana Police Department moves the unit once it's been deployed, the recalibration is performed at no charge by LVT. LVT Technical Support 888-588-9408 or support@lvt.com.

Fontana Police Department - (2) LVT D3 Trailers without generators Subscription \$2,500.00/month/unit, (2) units, invoiced quarterly \$15,000.00, 1 year term. There are no drop off or pick up fees, nothing additional will be invoiced.

NOT covered under this Agreement - 3rd Party Monitoring or Physical Moves, after the initial drop off.

Group Purchase Organization (GPO) Information

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- General Terms and Conditions
- Product-Specific Terms: Extended Service Plan
- Product-Specific Terms: Inspection and Testing Services
- Product-Specific Terms: Monitoring Services
- Product-Specific Terms: ATM Products and Services
- Product-Specific Terms: Sprinkler and Suppression Services
- Product-Specific Terms: EAS and Security Gates
- Product-Specific Terms: Third-Party Services
- Product-Specific Terms: Rented or Financed Products
- Product-Specific Terms: Special Business Risk Provisions

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices quarterly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, Everon shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

E. Delays. Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;
- v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and

vi. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. **Products Warranty.** Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. **Services Warranty.** Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.

ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows Everon to use;
- ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;
- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work.

B. Customer's Responsibilities.

i. **Responsibilities regarding Products.** Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. **Responsibilities regarding the Premises.** Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

5. Risk of Loss. Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon. *TCD*

6. Termination

A. Termination by Everon.

i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.

ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

8. Indemnification

A. Indemnification by Everon. Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") relating to any and all third party claims, demands and course of actions ("Claims") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses relating to Claims arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Non-Solicit of Employees. During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

14. Miscellaneous.

A. Nature of Relationship. Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. Everon state license information is available at <https://www.everonsolutions.com/about/licenses-credentials/licenses>.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms and Conditions: Third-Party Services

7. Third-Party Services. The terms of this section and its subsections apply only to Third-Party Services provided by Vendors identified in this section. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

7.1. Applicable Vendors. The following Vendors provide Third-Party Services subject to this section: Brivo, Inc. ("Brivo"); Avigilon Corporation ("Avigilon"); LiveView Technologies, Inc. ("LVT"); Rekor Recognition Systems, Inc. ("Rekor"); Alarm.com ("Alarm.com"); and NCR Corporation ("NCR").

7.2. Vendor EULA. Vendor's EULA may include limitations as to warranty, use, Vendor's liability for data breach or other events, data security standards, performance metrics, continuity of Third-Party Services, and other terms or and conditions. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

7.2.1. Brivo's EULA is available at <https://www.brivo.com/terms-of-use-brivo-services>.

7.2.2. Avigilon's EULAs are available at www.avigilon.com.

7.2.3. LVT's EULA is available at www.lvt.com/legal.

7.2.4. Rekor's EULA is available at Rekor's affiliate, OpenALPR Software Solutions, Inc.'s website, at www.openalpr.com/license.

7.2.5. Alarm.com's EULAs are available at https://www.alarm.com/legal.

7.2.6. NCR's EULAs are available at https://www.ncr.com/terms-and-conditions.

7.2.7. Honeywell International Inc.'s EULAs are available at [https://buildings.honeywell.com/us/en/legal/eula](http://buildings.honeywell.com/us/en/legal/eula).

7.3. Warranty Exclusion and Disclaimer. Third-Party Services are sold only with the warranties provided in the applicable EULA. Everon represents and warrants that it has authority to sell Customer the Third-Party Services, subject to the conditions of the EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY, AND DISCLAIMS ANY OTHER REPRESENTATION AND WARRANTY, REGARDING THE THIRD-PARTY SERVICES.

7.4. Intellectual Property Rights. Except as provided by a EULA, Vendors reserve all rights, title, and interest in and to the Third-Party Services and all portions thereof, including all related intellectual property rights. No rights are provided to Customer except those explicitly set forth in the EULA. Customer agrees that it shall not: (a) modify, copy, or create derivative works based upon the Third-Party Services or any portion thereof; (b) frame or mirror any content forming part of the Third-Party Services; (c) reverse engineer the Third-Party Services or any portion thereof; or (d) access the Third-Party Services in order to build a competitive product or service, or copy any ideas, features functions, or graphics of the Third-Party Services.

Signatures

IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

Customer Authorized Representative	Printed Name	Title	Date
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Everon Representative	Printed Name	Title	Date
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Everon Authorized Manager	Printed Name	Title	Date
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June 1, 2024

Dear Valued Business Partner:

Thank you for doing business with Everon, LLC - we are proud to be your business partner.

Our current W-9 is enclosed. Everon, LLC is a Colorado limited liability company, and our taxpayer identification number is 90-0008456. This is the company name and tax identification number that should be used for all dealings with us.

You will see that Everon, LLC is listed on Line 2 of the W-9. This is because Everon, LLC is a single-member limited liability company. Under the default IRS rules, single-member limited liability companies are disregarded for tax purposes. So, like most single-member limited liability companies, we pay taxes at our parent company's level, and Iris Group Holdings LLC is our parent company. Because Iris Group Holdings LLC is where the taxes are paid, the IRS rules for filling out a W-9 require us to put Iris Group Holdings LLC's name on line 1 and its tax identification number in Part 1. The certification in Part II certifies that payments to Everon, LLC are not subject to backup withholding or FATCA reporting. For further information, please reference the W-9 instructions (page 3, section 1 (e), and page 5, "What Name and Number To Give the Requester"; available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>).

Iris Group Holdings LLC is a holding company and Everon, LLC is an operating subsidiary. Your business relationship is with Everon, LLC, which is why all contracts, purchase orders, and other award documents must be made with Everon, LLC and not to any variation of that name or to any other entity.

Sincerely,

Lisa Kane
Treasurer
Everon, LLC

Enclosure

W-9

Form (Rev. March 2024)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Go to www.irs.gov/FormW9 for instructions and the latest information.Give form to the
requester. Do not
send to the IRS.Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
Iris Group Holdings LLC	
2 Business name/disregarded entity name, if different from above.	
Everon, LLC (90-0008456)	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 872987	Requester's name and address (optional)
6 City, state, and ZIP code Kansas City, MO 64187-2987	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
or									
Employer identification number									
9	3	-	3	0	1	4	6	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 6/1/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Dear Valued Customer,

In a rapidly evolving security landscape, our teams are committed to being that one ideal partner and holistic provider for our customers and their organizations. Since the sale of ADT's commercial security and fire division to GTCR in October 2023, we have operated as a standalone, privately-held commercial security, fire and life safety organization that is entirely dedicated to the needs of commercial customers. It's why we are excited to announce that we have formally changed our legal entity name from ADT Commercial LLC to Everon, LLC. From this point forward, you can expect to see us referenced in all documentation and correspondence as Everon, LLC.

We are Everon: We are 'always on,' ever innovating, ever leading the way, and driving customer service excellence in ways that respond to your needs and connect with the pulse of your organization. We'll continue to be focused on enhancing our overall customer and partnership experience – investing in infrastructure, expanding our service capabilities, increasing our speed to market, enhancing our geographic coverage, growing our portfolio of best-in-class solutions, and reaffirming our dedication to exploring innovative technologies primed to revolutionize the industry and optimize the operations of commercial environments.

We are unifying all of our commercial capabilities, services, and innovative technologies under our new brand name, **Everon**, highlighting our 'always on' approach and 100% commitment to serving commercial customers. Everon, LLC is the same entity as ADT Commercial LLC, with the same Tax ID number, only now with a new name. As a result, any contract, agreement, or open purchase order established under the legal entity name ADT Commercial LLC will not be affected in any way and will be deemed to continue as it is under the new name, Everon, LLC.

With this exciting name change from ADT Commercial LLC to Everon, LLC now complete, **please be advised that any changes to payment instructions for active customers will be included in future invoices or sent in a direct mail communication to your AP departments.**

If you have any questions or concerns, we encourage you to reach out to us at 844-538-3766 for more information.

We appreciate your cooperation throughout the transition. Let us know if you have any questions or require additional documentation.

We sincerely appreciate your business and look forward to our continued partnership as we look towards a very bright future as Everon.