



Proposal prepared for:

# CITY OF DELRAY

Presented by:

**Gino Ezzo**

**11.18.2025**

Sales Agreement ID: 892200408

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"



COMMERCIAL PROPOSAL AND SALES AGREEMENT



Branch:	66592	Sales Representative:	Gino Ezzo	Today's Date:	11/18/2025
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**Customer Information**

Business Name:	CITY OF DELRAY	Phone:	(561) 243-7000
Address:	100 NW 1ST AVENUE DELRAY BEACH, FL 33444	Billing Address:	100 NW 1ST AVENUE DELRAY BEACH, FL 33444

**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")<sup>1</sup> 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.

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

**Total Products and Installation Charge: \$524,988.32**

Customer hereby agrees to pay Everon, its agents or assigns on a progressive basis as follows:

- The remaining balance of \$524,988.32.

In each case, payments shall be subject to the agreed payment terms described in the terms and conditions below. Payment by credit card shall be subject to an additional 3% processing fee assessed and passed through from Everon's credit card processing company. Payment by method other than credit card shall not be subject to additional fee.

**Term Length: 60 Months**

**Site Location Information**

Location Name:	City of Delray Beach		
Address:	35 Andrews Ave Barrier Island Project DELRAY BEACH, FL 33483		
Site #:		Phone:	(561)243-7886

**System Design Information**

System Design Name:	Barrier Island Fiber Project Delray Beach	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	1 Year		
Products and/or Installation Schedule of Values:	Manual: Manual Schedule of Values/Milestone Billing		

**Equipment List**

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## OMNIA Partners

**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.**

## SCOPE OF WORK

### EVERON WILL PROVIDE AND INSTALL SECURITY EQUIPMENT

### VIDEO SURVEILLANCE / NETWORK INFRASTRUCTURE / ARCHIVER / IDF BUILD OUT / CAMERA POLES ATTACHED SYSTEM LAYOUT

#### Fire Station 112

Everon will install network equipment in the IDF room of Fire Station 112. A network sfp switch and fiber enclosure(s) will be installed in the existing network cabinet. Conduit will be installed from the IDF room to a handhole box on Andrews Ave, West side of Fire Station. Video archiver will be installed in Delray Beach IT building data room. Fiber will be connected to the network sfp switch from the field devices. Network sfp switch will communicate to archiver via Delray Beach fiber infrastructure.

#### E Atlantic Ave

Camera locations:

- **Camera location 1** - Directional bore from Fire Station 112 handhole to E Atlantic and Andrews Ave install handhole box. Install 360 camera on existing light pole. Spare fiber 6 strands.
- **Camera location 2** - Directional bore from E Atlantic/Andrews Ave to Bronson Ave, install handhole box. Install 360 with PTZ Camera on exiting light pole. This light pole will be replaced by others prior to installing the camera.
- **Camera location 3** - Directional bore from E Atlantic / Bronson Ave to E Atlantic Ave / Gleason Street, install handhole box. Install 360 with PTZ Camera on exiting light pole. Spare fiber 8 strands.
- **Camera location 4** - Directional bore from E Atlantic / Gleason Street to E Atlantic Ave / Venetian, install handhole box. Install 360 with PTZ Camera on exiting light pole.
- **Camera location 5** - Directional bore from E Atlantic / Venetian to E Atlantic Ave / last pole before bridge, install handhole box. Install 360 with PTZ Camera on exiting light pole. Fiber stands to the top of the pole. 2 For camera and 2 spare. Spare fiber 10 strands.
- **Camera location 6** - Handhole South side of E Atlantic from Andrews Ave - Directional bore from E Atlantic / Bronson Ave to E Atlantic Ave / Salina Ave, install handhole box. Install 360 with PTZ Camera on exiting light pole.

- **Handhole - Directional bore from E Atlantic / Salina Ave to E Atlantic Ave / A1A** Southeast corner, install handhole box.
- **Visitor Center – Directional bore from handhole to visitor center** - Install fiber from A1A Southeast corner handhole to Visitor Center IDF closet.
- **Camera location 7** – Directional bore from E Atlantic Southeast corner to A1A East side of A1A to existing LPR camera pole, install handhole box. Install camera 360 with PTZ, remove existing 360 camera. 4 Fiber stands, 2 for camera and 2 for existing equipment.
- **Camera location 8** - Directional bore from A1A camera 7 location to pavilion, install handhole box. Install 360 with PTZ in the center of the pavilion.
- **Camera location 9** - Directional bore South on A1A from camera 8 location to camera location across from Sand Bar, install handhole box. Install 360 with PTZ in the center of the pavilion. Install new metal pole.
- **Camera location 10** - Directional bore South on A1A from camera 9 location to camera location across from Miramar Dr, install handhole box. Install 360 with PTZ on pole, Install new metal pole. Spare fiber 22 strands.
- **Camera location 11** - Directional bore North on A1A from camera 7 location to camera location across from Opal, install handhole box. Install 360 with PTZ on pole, Install new metal pole. Spare fiber 20 strands.

Camera lens will be adjusted with assistance of Delray Beach for each installed camera.

Part #	Description	Qty	Price	Total Price
970708 01491-001	AXIS SURVEILLANCE CARD 128 GB HIGH ENDURANCE MICROSDXC CARD	11	57.27	629.97
Q6358-LE	Q6358-LE HIGH-END PTZ 4K UHD @50/60FPS, IP66, IK10. AV1 H.264/ H.265, IR	10	3237.8	32378
Q6300-E	Q6300-E 60HZ	11	2072.05	22792.55
T91G61	T91G61 Wall Mount, Aluminum	11	123.88	1362.68
T91B57	T91B57 POLE MOUNT	11	123.88	1362.68
ADV-CAM-P-1Y	1 Omnicast™ Pro Camera – up to 1 year	1	65.18	65.18
SV-2040E-R15-72T-12-416	Streamvault? 2040E Series - 2U 15-Bay Appliance 72TB Raw RAID 6	1	15883.94	15883.94
GSC-OM-P-1C	camera connection 15	1	3817.14	3817.14
miscellanies	miscellanies	1	1326.58	1326.58
778783	TEG-MGBS10 MINI-GBIC MODULE FOR SINGLE-MODE FIBER	51	25.08	1279.08
FS-1048E	Layer 2/3switch 48 x GE/10GE SFP/SFP+ slots and 6 x 40GE QSFP+ or 4 x 100GE QSFP28. Dual AC PS	1	14705.08	14705.08
Pole - PAR-DB Series	Round Aluminum Pole-Direct Bury	3	1032.63	3097.89
711138	T8611 SFP MODULE LC.LX T8611 SFP Module LC.LX	11	106.08	1166.88
P006-025	Power Cord, 15A, 14 AWG NEMA 5	11	18.76	206.36

### Materials and Labor:

Materials: \$274988.32

Labor: \$250000.00

### Included:

- Monday through Friday 8am to 5pm (excluding weekends and holidays)
- 1 Year warranty on materials provided and installed by Everon

- Engineering project plans
- Engineering for boring and trenching
- Engineering MOT will be performed daily during working times only
- Engineering GPR (Ground Penetrating Radar)
- Installation labor project manager labor
- Materials listed in this proposal
- 1 – Video Archiver Server with licenses (4 extra licenses included for expansion)
  - 30 days storage
  - 24/7
  - 15fps
  - RAID 6
- 11 – Camera Q6300-E 360 with wall and pole mounting hardware
- 10 – Camera Q6358-LE PTZ
- 11 – Interface power data module
- 11 – SM SFP Fiber interface transceiver module-field device
- 11 – Interface power data module power card
- 1 – Network 24 port sfp switch with dual power supplies
- 51 – SFPs SM Transceiver-headend
- Genetec licenses and SSA support for 15 cameras
- Fiber SM
- Fiber LC connectors (UNICAM LC)
- 3 – Brushed aluminum poles 16’
  - Current lead time is 4 weeks
  - Delivery and shipping
  - Wind load calculations
- Directional Bore
- Underground conduit
- Handhole Boxes
- Fiber testing
- System program configuration, cameras, archiver

## Clarifications

Everon will be completed with the project and invoice 100% by June

Everon will walk the site with City of Delray Beach prior to starting the project for project alignment, pole locations and staging location. Everon will need full access to all areas for proper and timely installation. Permits, permit sealed drawings or any associated cost are not included in this proposal. City of Delray Beach will need to provide electrical outlet for the network equipment in Fire Station 112 IDF room. Cameras will be installed on City of Delray Beach identified light poles for 8 locations. Everon will install new aluminum camera poles for 3 locations identified by City of Delray Beach. Fiber cross connects to equipment or any network equipment in the visitor center or in the fire station is not included. Everon will coordinate with the City of Delray for proper permits/MOT and added cost. CAD drawings will need to be

provided to generate permit drawings, if CADs are not available additional cost will apply. Any directional boring of underground non discoverable or delay may result in additional cost. System camera licenses are included for the cameras to be added to the existing video system. Any Existing equipment to be reused is understood to be in good working order. If any equipment needs to be replaced for proper system operations or any changes to this scope of work, additional cost will apply.

The cameras will communicate to the video archive server located in the Delray Beach IT building IDF room and additional camera programming. City of Delray will need to provide IP addresses and naming convention for each camera prior to installation. Restoration of the pavers along E Atlantic Avenue/A1A in the locations where a pull box will be installed is included in this proposal. Installation sequence with MOT/GPR and underground locates is included in this proposal. City of Delray Beach will need to provide approval, the date, and timeline for starting the project. Project will start at the Fire Station 112 starting along Andrews Ave to E Atlantic Avenue and A1A.

#### MISCELLANEOUS:

- Tax is not included in this proposal total, if taxes need to be paid, this will be additional to the total listed
- Performance or payment bonds, OCIP and CCIP, per project aggregate insurance or any associated costs is not included
- Davis Bacon Act, prevailing wage, pay roll and bond are excluded from this proposal.
- Liquidated Damages: Liquidated damages are not accepted and will not be part of the proposal process/final contract acceptance.
- Proposal is valid for 90 days. At time of installation, if there are price increases from manufactures, price increases will be added to proposal amount.
- Any language included in customer contract/terms and conditions that requires additional expenses to Everon will be subject to additional charges.

### Summary of Charges

Equipment & Installation Total	\$524,988.32
Monthly Fee	\$0.00

### Scope Of Work

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

### Inclusions/Exclusions

### 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 Everon standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

*Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.*

### 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:

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|--|---|
| <input checked="" type="checkbox"/> General Terms and Conditions                 | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input type="checkbox"/> Product-Specific Terms: Extended Service Plan           | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates             |
| <input type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services               |
| <input type="checkbox"/> Product-Specific Terms: Monitoring Services             | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products        |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services       | <input type="checkbox"/> 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
- vii. 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.

#### **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.

## Signatures

Florida law requires alarm verification before Everon can contact a law enforcement agency for alarm dispatch. Customers both using the protected premise to store firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting Everon at 866-806-2166.

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

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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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**Addendum: Acknowledgement of Declining Services**

This Addendum is part of the Agreement to which it is attached, and all capitalized terms have the meaning set forth in the Agreement.

**PRODUCT OR SERVICE**

**ACKNOWLEDGEMENT**

**Preventative Maintenance.** By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's preventative maintenance service. Customer acknowledges that it is responsible for the routine inspection of its security system and to notify Everon of any defects or adjustments required. All maintenance services shall be at Customer's cost unless covered by warranty or, if purchased by Customer, an Extended Service Plan.

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Initials

**Extended Service Plan - Labor.** By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's Extended Service Plan – Labor. All technician time necessary for repairs and/or maintenance shall be at Customer's expense, excluding any repairs covered by product warranty.

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Initials

**Extended Service Plan - Parts.** By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's Extended Service Plan – Parts. All parts and materials necessary for repairs and/or maintenance shall be at Customer's expense, excluding any repairs covered by product warranty.

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Initials

