

CONVERGINT GENERAL TERMS AND CONDITIONS LATAM

This instrument establishes the Terms and Conditions that regulate the Rights, Responsibilities and Obligations to which **"Convergent"** and the Company seeking to contract our services are linked (hereinafter, the **"Client"**, together with Convergent, the **"Parties"** and, each of them, the **"Party"**, respectively), (hereinafter, the **"Terms and Conditions"**).

First.- Purpose. This document establishes the General Terms and Conditions of Convergent to which the Commercial Proposal is subject, referring but not limited to the Supply of Equipment, Merchandise and/or Products (hereinafter, the **"Products or "Equipment"**) and the Provision of Specific Services of any kind such as Product Installation Services (hereinafter, the **"Installation Services"**) and the Preventive and Corrective Maintenance Services, among others (hereinafter, the **"Maintenance Services"**) of Audio & Video Systems, Electronic Security, Automation, Media & Entertainment, Information Technology, as applicable.

The Commercial Proposal is valid only for 30 days from its issuance. It is agreed that the formal acceptance by the Client of the Commercial Proposal is fully binding on the Parties and will be governed by these Terms and Conditions, which will become an integral and inseparable part of the **"Contract"**

Second.- Consideration and Method of Payment. For the Supply of Products and/or the Provision of Installation Services and/or the Provision of Maintenance Services, the Client shall pay to Convergent, by way of consideration, the price established in the Commercial Proposal accepted by the Client ("Price"). Price must be covered by the Customer to Convergent within 30 (thirty) days after receipt of the corresponding invoice that complies with applicable legislation.

The payment of the Price may be made in fixed or variable installments that will be determined through a work progress measurement report, which will be prepared by Convergent and presented to the Client on a biweekly basis (hereinafter, the **"Measurement Report"**). The payment of each installment will be canceled of the corresponding portion of the Price, in the manner established in the Commercial Proposal.

Once the Measurement Report has been submitted by Convergent, the Client will have a maximum period of 5 (five) days to approve it or to make observations, otherwise, the Measurement Report will be considered approved by Convergent. If the Client finds inconsistencies in the Measurement Report, it must inform Convergent in writing, within the aforementioned period, of those elements that it considers inconsistent and must request the preparation of a

complementary report. From the date of delivery of the complementary report by Convergent, the Client will have a maximum period of 5 (five) days to approve the supplemental report.

From the date of approval of the Measurement Report or the supplementary report, as applicable, or after the deadline established for the Customer to make observations regarding the aforementioned reports has expired, Convergent will be authorized to issue the corresponding invoice.

Price must be made at Convergent's address or by electronic transfer to the bank account provided by Convergent.

Price will not be considered paid, until its total settlement or until the deposit or bank transfer is firm and is available in the aforementioned account.

Price includes all the expenses related to the Commercial Proposal, in a single mobilization or deployment. Any modification to the applicable legislation; changes in tax rates, as well as the creation of new taxes, fees, duties, or other direct or indirect charges that may arise during the term of the Contract and that affect the price of materials or services, shall result in a corresponding adjustment to the prices. The price may also be adjusted in the event of a substantial increase in the cost of imported products, whether due to local trade or exchange rate policies, the creation of new fees, taxes, tariffs, changes in tax rates, or changes in trade relations between countries, in order to maintain the financial balance of the Contract.

In the event that the term of validity established for the Contract is more than one year, the consideration will be automatically increased for periods of 12 (Twelve) months, in accordance with the positive increase in the inflationary percentage, during said annual period, considering the date of the Commercial Proposal as the base month.

In the event that there is a delay in the payment of the Consideration, the Client undertakes to make the payment of a default interest equivalent to 1% (one percent) per month for each day of delay, on unpaid balances, without prejudice to the suspension of the Services at Convergent's sole discretion. In addition, the Client will pay 10% per month on the debt for management and collection expenses made for the arrears, without prejudice to the other sanctions indicated in the law and in these Terms and Conditions. If the delay is for more than one month, Convergent may terminate the Contract without any liability and without prejudice to the aforementioned default interest.

Those services that are not contemplated within the Commercial Proposal, have an additional cost which will be quoted, at the request of the Client.

Third.- Acceptance of Services and Delivery of Equipment.

3.1 In the case of the Provision of Specific Services including Maintenance Services:

Convergent will provide the Services in accordance with the technical specifications set forth in the applicable Commercial Proposal. Once the Services have been delivered to the Client, the latter will have a maximum period of five (5) calendar days to make comments, request changes, among others. After this period, the Services will be considered accepted in their entirety, without the Client being able to claim the existence of damages, vices or defects at a later date.

3.2 In the case of Supply of Equipment, Merchandise and/or Products:

- a) Convergent will deliver the Products to the Client, at the latter's address or at the premises indicated in the Commercial Proposal, within the calendar days and times agreed between the Parties, counted from the date of execution of the Contract.
- b) The Client will be responsible for carrying out the inspection of the Equipment delivered, to confirm its quantity and quality, in the terms provided in the Commercial proposal.
- c) Customer acknowledges that, due to supply chain and logistics difficulties, it may result in the inability to obtain materials or spare parts as provided for in the initially estimated schedule. In this way, the Client accepts that these delays will not be considered as a breach of contract.

3.3. In the event of Installation of the Products:

- a) The deadlines estimated in the Commercial Proposal begin to count from the beginning of the mobilization or deployment. Modifications in the deadlines are allowed in the event of an unforeseeable event or force majeure; modifications or additions in the supply required by the Client or by any act or fact not generated by Convergent.
- b) Upon completion of the installation of the Products, Convergent will send Customer a notice of completion of installation (the **"Installation Completion Notice"**), and Customer shall have a maximum of five (5) calendar days to provide Convergent with a certificate of completion and acceptance of installation of the Equipment (the **"Certificate of Installation Acceptance"**). Upon signing the **Certificate of Installation Acceptance**, the inspection shall be deemed to have been effectively carried out and the Equipment shall be deemed to have been accepted, without the Customer being able to claim the existence of damages, vices or

defects in the Equipment later. If the Client does not deliver the Installation Acceptance Certificate within the period, the installation will be considered to have been tacitly approved by the Client.

Fourth.- Obligations of the Parties

4.1 Convergent Obligations

Convergent hereby undertakes to comply with the following obligations:

- a) Execute and develop the activities necessary for the faithful fulfillment of this Contract, fully observing the applicable technical norms and standards necessary for the contracted supply, all in accordance with the provisions of the Commercial Proposal;
- b) Prepare reports of its activities related to the services performed, in accordance with what is described in the Commercial and/or Technical Proposal;
- c) Provide specialized technical labor for the installation and commissioning of the contracted systems;
- d) Be responsible for all tax, labor, social security, and civil obligations derived from the scope described in the Commercial Proposal or corresponding to it in relation to its employees and subcontractors.

4.2. Client Obligations:

The Client hereby undertakes to comply with the following obligations, including but not limited to:

- a) Pay the Price agreed between the Parties under the conditions set forth in the Commercial Proposal.
- b) Provide Convergent with its internal rules and procedures for the delivery of the Equipment.
- c) Obtain eventual licenses and authorizations from public bodies, if necessary;
- d) Provide an adequate, free and clear place, with adequate electricity and lighting, for the delivery and installation of the Equipment, so that the deadlines provided in the schedule of execution of the services are met.
- e) Provide a light point and/or electrical structure necessary to carry out the installation of the Equipment, and all those services that are necessary for such purposes.
- f) Inform Convergent in the event of deviations in technical quality in the Equipment.
- g) Contract, or perform by itself, all necessary infrastructure services for the correct use of the Equipment, including relevant services such as carpentry, concrete work, concealment of conduits, drilling, or restoration of affected parts, when they are not expressly included in the Commercial Proposal.
- h) Submit to Convergent the executive projects that are under their responsibility with the minimum notice necessary to allow the start of the provision of services.
- i) In the case of Maintenance Services, not to hire, under any circumstances, Convergent employees or any other personnel

assigned to act directly in the delivery or installation of the Equipment during the term of the Agreement and for a period of 1 (one) year after the termination of this Agreement. In the event of failure to comply with the foregoing, the Client will pay Convergent as compensation the equivalent of 3 (three) times the amount of the Price.

Fifth - Guarantees.

5.1 Equipment Warranties.

Except as provided in the Commercial Proposal, Convergent will guarantee the Equipment for the period stipulated by the manufacturer of the same, excluding the following cases from warranty:

- i. When the solution is not being supported by Convergent.
- ii. In the event of accidents arising from the electrical installations or the building where the Equipment has been installed.

iii. For defects caused by the inclusion of supplies not approved by Convergent or modifications subsequently made to the facilities without the prior written approval of Convergent.

iv. In the event of defects or breakdowns caused by negligence, malpractice, recklessness, misuse, improper storage or influence of a chemical, electrical, climatic or atmospheric nature.

v. For parts that have worn out or fulfilled their useful life naturally due to conventional use or the pure passage of time.

The warranty term of the equipment, as well as its coverage, is established by the manufacturer, which are applicable whenever the Customer performs the Preventive Maintenance Service at the expense of Convergent.

Extended warranty services are quoted at the request of the Customer.

5.2 Warranties for Installation Services and Maintenance Services.

The guarantees applicable to the Services, if applicable, are described in the Commercial Proposal, which will not be more than 90 days from the acceptance of the Installation Acceptance Certificate, unless the Client contracts an Extended Warranty.

5.3 Service Levels (SLA'S)

Warranty service and/or technical assistance will be carried out under the best efforts, while service on replacement of parts, among others, will be carried out during business hours from Monday to Friday from 8:00 a.m. to 5:30 p.m., unless the Customer contracts the Service Level Warranty Service ("SLA").

If the Client expressly contracts them, the SLAs applicable to the Maintenance Service are described in the Commercial Proposal. If it is not described in the Commercial Proposal and the Client has contracted them, the applicable standard SLAs will be as follows:

Priority	Description	Schedule	Call Recognition Time (System)	Time On Site (Start of On-Site Service)
Priority 1	Incidents that prevent the client's core business (e.g., website security risks, hazards)	Monday to Friday (08:00 to 17:30)	6 business hours	48 hs úteis (capital) e D+3 (Outside capital)
Priority 2	Incidents that do not prevent the core business (e.g., regular repairs)	Monday to Friday (08:00 to 17:30)	6 business hours	72 hs úteis (Capital)/ D+5 (Outside Capital)
Priority 3	Scheduled interventions (preventive maintenance, reinstallations, changes)	Monday to Friday (08:00 to 17:30)	8 business hours	By prior appointment

The SLA response times above may vary depending on the Client's decision to purchase spare parts and the location of the equipment. If the Client chooses not to purchase the spare parts, the response and resolution times may be extended due to the need to acquire and deliver the necessary parts for the service.

5.4 Limitations of the contracted systemsThe

Client agrees to the following points:

- i. Under no circumstances should the products and services provided by Convergent be your sole method of security. Effective safety and security requires a multi-layered approach that involves people, processes, and technologies. The products and services provided by Convergent do not guarantee security, will not detect or prevent all threats or risks at all times (including the threats for which they are designed), and will not guarantee overall security. The Client is ultimately responsible for its people, its facilities and its property, including maintaining an effective response plan and rapidly implementing its response plan in response to alarms or threats.
- ii. All security products and services have limitations. No product or service can guarantee safety or security. It is the Customer's responsibility to ensure that they are informed about the limitations of the product or service and to regularly test and validate products and safety plans. Customer should contact their Convergent account executive to learn how maintenance services can assist them. And if you have a service plan, you are responsible for promptly notifying Convergent in the event of any defects, malfunctions, or performance issues with products and services.
- iii. Several factors can affect the performance of the product. Product and environment selection can involve trade-offs between the level of safety and security on the one hand, and speed, convenience, and cost on the other. Convergent can provide

guidance, but the Customer is ultimately responsible for selecting products and configurations based on their organization's risk profile and tolerance.

iv. The products are manufactured by third parties, not by Convergent. The Customer is obligated and must use, test and maintain the products in accordance with the manufacturer's terms and instructions. Convergent does not independently validate the accuracy of any claims or statements made by manufacturers and does not guarantee their accuracy. The Customer is responsible for using the products and services in compliance with applicable laws and regulations.

v. All products and services are governed exclusively by a final agreement. No advertisement, brochure, website or statement made during the sale process or otherwise (whether oral or written) should be construed as a promise, guarantee or other assurance.

vi. Customer has reviewed the "IMPORTANT SERVICE AND PRODUCT SAFETY INFORMATION" documentation available on convergent.com/terms.

Sixth.- Early termination.

Either Party may terminate the Contract, without giving cause, at any time, and must reliably notify the other of its willingness to do so at least 60 (sixty) business days prior to the date of Termination. If the Client terminates the Contract early, it must pay Convergent, as a penalty, an amount equivalent to half of the outstanding Price up to the date of termination of the Agreement, or half of the remaining months in the case of a Maintenance Services contract, or the full amount of the remaining months in the case of Equipment Rental, as well as any non-recoverable investments and costs, if applicable. In the event of contracting for a Supply of Equipment, Customer shall pay for all costs incurred by Convergent up to the date of termination, including payment for Equipment already purchased by Convergent for the performance of the Contract regardless of whether delivered as of the date of termination.

The notice of termination under this clause shall be made in writing, without the need for a judicial declaration in this regard, while the penalty described in this clause shall be paid in full, within a period not exceeding 15 (fifteen) calendar days from the date of early termination.

Seventh.- Limit of Liability.

In no event shall either Party be liable to the other Party or any person for any damages, including, but not limited to, lost profits, loss of data, business interruption, or all other similar losses, even if the other Party has been advised of the possibility of such damages.

Regardless of and without prejudice to the provisions of the preceding paragraph, where there shall be no liability of any of the Parties, the Parties agree that the maximum liability for damages of each of them and their respective Affiliates,

Controllers, employees, officers and directors, in a limiting and exclusive manner, shall be limited to half the value of the Price in the corresponding Commercial Proposal, by a final conviction.

From Convergent's Limit of Liability, the conventional penalties that have been effectively applied to it will be deducted; and the Client's Liability Limit, the default interest that has been effectively paid in the event of default.

Eighth.- Confidential Information.

The information that each of the Parties provides to the other Party for the purpose of providing the Services that is sought to be contracted, including but not limited to all written, graphic, electromagnetic, technical, financial and business information, among others, will be confidential ("Confidential Information"). Such Confidential Information will remain as such for the entire duration of the commercial relationship between the Parties and for a period of 5 (five) years from the date of termination of the Contract, unless expressly authorized by the other party.

If any of the Parties is required by any competent Authority to disclose confidential information, the latter shall immediately notify the other Party of such request, with the understanding that, in this case, the disclosure of confidential information to the Authority shall not be understood as a breach of confidentiality.

The Parties, on their behalf and on behalf of their directors, officers and employees, undertake to keep the Confidential Information strictly safe, take all reasonable steps to safeguard the confidentiality thereof and undertake not to use such information for any purpose other than to fulfill the purpose for which the information was shared with them.

Any of the following cases is not considered a breach of confidentiality obligations:

- a) If the information considered confidential becomes in the public domain, before or after the signing of this instrument, for reasons other than the failure of the Parties to comply with the provisions of this clause;
- b) If the information is disclosed by a third party who does not have a confidentiality obligation; and
- c) If the information is requested by any authority by means of the corresponding court order.

Nothing herein establishes in any way implies that a license, permit or authorization is granted to use, outside the agreed use, any kind of information or industrial property, for which each of the Parties will be the owner of its information and industrial property.

Ninth.- Personal Data.

The Parties undertake that the processing of Personal Data within their companies is handled in strict compliance with the provisions of the applicable legislation on the matter.

The Client declares that it will keep confidential the Personal Data that may be transmitted by Convergent for the purpose of the execution of the Services.

Specifically, the Parties must comply with the following obligations:

- i. The Parties will process the Personal Data only in accordance with the instructions of the Controller, for the fulfillment of the commercial relationship, refraining from use for other purposes.
- ii. The Parties shall adopt and maintain security measures in accordance with the provisions of applicable law.
- iii. The Parties will rectify or cancel the Personal Data, as well as any copies or media in which they are contained, once the commercial relationship has ended, provided that there is no legal provision that requires the retention of the Personal Data.
- iv. Customer shall notify Convergent in writing of any request to revoke consent to the processing of the Data Controllers' Personal Data, where applicable.

v. The Client, in this act, declares to know and comply with [Convergent's Data Protection and Privacy Policy](#), and declares that it agrees and has instructed its employees or subcontractors, agents or any other third party that is subject to its control or its determining influence, remaining responsible for its compliance. The Client also acknowledges that applicable law may limit its rights and impose obligations with respect to information or data obtained using software capable of obtaining what, in certain circumstances, could be characterized as biometric or sensitive data. The Client agrees that it is solely responsible for ensuring its own compliance with such legislation.

The Client agrees to hold harmless and, from time to time, indemnify Convergent from and against any loss, liability, damage, penalty and/or expense arising out of or related to any intentional or negligent act or omission resulting in non-compliance with the Personal Data Protection Regulations and other applicable regulations, including but not limited to the failure to obtain due consent from the affected data subjects, or to provide sufficient information about disclosure and/or necessary safeguards over your processed personal data.

Tenth.- Anti-corruption and anti-bribery clause

The Parties agree that, on the date of receipt of the Commercial Proposal, neither they, nor their directors, officers or employees will have offered, promised, delivered, authorized, solicited or accepted any improper advantage, economic or otherwise (or implied that they will or may do so at some time in the future) related in any way to the Agreement and/or the business relationship with Convergent, and that they have taken reasonable steps to prevent subcontractors, agents or any other third party subject to their control or decisive influence from doing so.

The Parties shall prohibit the following practices at all times and in any form, in relation to public officials at the international, national or local level, political parties, officials of a party or candidates for political office, and directors, officers or employees of a Party, whether such practices are carried out directly or indirectly, including through any third party the offer, promise, delivery, authorization, or acceptance of any improper monetary gift or any other benefit or advantage to, through, or carried out by any of the persons listed above, or any other person, for the purpose of obtaining or retaining a business or any other improper benefit or advantage; for example, those related to the award of contracts of public or private entities, regulatory permits, tax matters, customs or judicial and legislative procedures; concealment or concealment of the illicit origin, source, location, disposition, movement or ownership of property, with knowledge that such property is the proceeds of any crime; including bribery, extortion or instigation of crime, influence peddling and money laundering of the proceeds of these practices.

In addition, and for all purposes of this Agreement, the Client informs that it has the appropriate means applicable for the prevention of money laundering and terrorist financing and will take the pertinent steps to carry out the necessary verifications in order to prevent the entry and exit of resources that come from illicit activities related to money laundering and terrorist financing.

In the event that the Client becomes aware of the occurrence of any of these events that could currently or potentially impact Convergent in any way, whether in its criminal, civil or commercial liability, it must immediately inform Convergent of this fact, without prejudice to taking all necessary measures to avoid or mitigate these effects.

Likewise, the Parties undertake that neither they nor their employees, advisors, agents, subcontractors and other persons involved in the Business Relationship with Convergent, will carry out acts or activities that could be seen as violations of national and international anti-corruption laws, and will be obliged to comply with both national and foreign Anti-Corruption Laws.

The Client, hereby, declares that it is aware of and complies with the [Compliance Program](#) and the [Convergent Code of Conduct](#) and declares that it agrees and has instructed its employees or subcontractors, agents or any other third party that is subject to its control or its determining influence, remaining responsible for its compliance.

Eleventh – Export Control

Customer acknowledges that the export and re-export of certain Convergent products and services (and likewise its technology

and/or software) are subject to the export control and sanctions laws, regulations, and orders of the United States and the trade laws of other countries, including without limitation, regulations and orders administered by the Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws").

Customer agrees that it will not export, re-export, or transfer Convergent's products or services:

(a) to or by individuals or companies on the lists of parties sanctioned or restricted by the U.S. government, including without limitation, OFAC, the Department of Commerce, or the State; (b) to or by individuals or companies related to any country identified as a destination prohibited by any applicable U.S. law or regulation (currently, Cuba, Iran, Syria, North Korea, and the Crimea region of Ukraine); (c) to or by individuals or companies in violation of the Export Control Laws; or (d) allow its employees, agents, subsidiaries, or assigns to do the same.

The Client agrees, at all times, to comply fully with the laws and measures for exports and imports, such as their regulatory decrees, and with the local export and import controls of other countries.

Twelfth - Intellectual Property

The Client acknowledges that the names, trademarks and distinctive signs belonging to Convergent, as well as the software that the Contractor uses for the provision or administration of the Services or any of the activities that comprise them and the Services or products that result or derive from or on the occasion of the execution of this Agreement, are the sole and exclusive property of Convergent or the licensor software owner.

Any patents, specifications, drawings, sketches, models, samples, tools, data, documentation, procedures, strategies, computer programs, or technical or commercial information provided or disclosed by Convergent to Customer shall be deemed to be the exclusive property of Convergent, including copyright ownership, of any material that is eligible for such rights.

Where the contract involves the licensing of software, this license is granted to Customer on a non-exclusive, non-transferable, limited basis to use the software provided exclusively for the purposes set forth in the Agreement. This license is valid only for the duration of the Agreement and is subject to Customer's compliance with all of the terms and conditions set forth herein.

If applicable, the authorizations granted by Convergent for the use of any type of intellectual property are exceptional, must be in writing, in advance and are temporary, without extending beyond the term of this Agreement. These authorizations do not give any right to the Parties or to third parties that they designate

beyond what is expressed in the respective written authorization and at no time does it constitute a right or interest in the ownership of the same.

Thirteenth. – General Provisions

The Commercial Proposal and these Terms and Conditions constitute the entire agreement between the Parties relating to the subject matter hereof and supersede and cancel any other agreements or understandings of the Parties prior to this Agreement.

The Client may not assign or transfer the rights and obligations provided for herein, without prior authorization from Convergent.

The eventual nullity or unenforceability of a clause of these Terms and Conditions will be so only with respect to it and limited to the circumstance that gives rise to it, and will not invalidate the rest of the terms and conditions contained herein.

The failure of either Party to require strict compliance with the provisions of the Purchase Order and these Terms and Conditions at any time shall not be construed as a waiver of the remaining provisions or of the Parties' rights to subsequently enforce any and all provisions hereof.

No waiver or modification or amendment of any provision of the Commercial Proposal and these Terms and Conditions shall be effective unless in writing and duly signed by both Parties in respect of their obligations.

Customer authorizes Convergent to use names, marks, signs, and logos in Customer lists and promotional materials contained in Convergent's portfolio of solutions.

The taxes and duties that apply in connection with the Commercial Proposal and these Terms and Conditions will be paid by the party who is obliged to cover them, in accordance with the applicable legislation.

The headings in each of the clauses of these Terms and Conditions shall be used for reference only and not for the purpose of interpretation. It is only the express text of each clause that shall be considered for purposes of determining the obligations of each Party in accordance with this instrument.

It is established that the provision of Services between Convergent and the Client does not give rise to any employment relationship between the Parties, nor to the realization of labor or social security contributions by the Client, or to the enjoyment of any of the benefits generated by employment in a subordinate relationship. Consequently, it is expressly established that Convergent is the exclusive employer of the personnel used for the provision of the Services and will be solely responsible for complying in a timely manner with each and every one of the obligations stipulated in all

labor and social security laws applicable in the place of execution of the services.

The Parties shall be liable for any lawsuit or lawsuit arising from the employment relationship between the Party, its employees and any subcontractors, and shall therefore hold the other Party harmless

from any liability arising therefrom and shall reimburse any payments made to cover such concepts.

All litigious issues that may arise, regarding the interpretation or execution of the Commercial Proposal and these Terms and Conditions, will be submitted to the competent courts of the locality of the Provision of Installation Services and/or the

Provision of Maintenance Services, expressly waiving any other jurisdiction that may correspond to them.

For all purposes hereof, the Parties constitute their domicile in the one established in the Commercial Proposal, where the notifications made therein will be valid and binding.

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