



Annual Security IT Maintenance Agreement Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806

SEC_03_0189_Making Waves Academy_ 2024 IT Dept Maintenance Agreement Rev 0

April 5, 2024

Presented By:

BEI Connect



April 5, 2024

Damon Edwards Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806

Re: SEC_03_0189_Making Waves Academy_ 2024 IT Dept Maintenance Agreement Rev 0

Dear Mr. Edwards,

On behalf of BEI Connect, we have prepared this revised 1-year Preventative Maintenance Agreement which provides you service coverage for your security systems described below. This proposal represents our service support recommendations based on our knowledge of the installed security systems at the 4123 Lakeside Dr., Richmond CA 94806

Introduction

BEI Connect is recognized as a highly talented and successful provider of integrated security systems in the US. Our approach to security is unique in that we believe in the long view for security. We interpret our role as a strategic partner with our clients helping them develop and support their unique presentation and communication needs of today and in the future. The intent is to ensure that we've captured the best technology for the client and maximize the cost/value of their security investment. We work closely with a company's management and IT team to implement the technologies requested.

Our team consists of a vast pool of talent representing many years of security design/integration experience with team members holding security certifications and credentials widely respected in the industry. We have refined our model for success by hiring and retaining the best talent in the industry. Our team is currently over 200 persons strong and growing with a national footprint.

We partner with some of the top manufacturers of access control, CCTV, video, Intercom and ancillary communication components to custom design security systems relevant to the specific needs of each client. We provide security services of design and installation based on your specific needs and budget.

Our clients come from a wide variety of industries including high tech., gaming, banking, legal, healthcare, education, hospitality, insurance and private and government. A list of references can be provided upon request.

For more information, please visit our website at www.BEICONSTRUCTION. COM



AREA OF CONCERN

We have included service support coverage for the following systems:

Security network

SERVICE SUPPORT AGREEMENT / WARRANTY

BEI Connect offers the following Service Support Agreement for areas as listed in Areas of Concern above. This Service Support Agreement shall be binding and deemed effective when executed by Client whose signature is provided for on the signature pages hereof June 2024. This Service Support Agreement will run for a twelve (12-month) period from date of execution.

BEI Connect offers the following additional coverage as part of our Simplicity Service Support Agreement as follows.

- o BEI will provide a login to our client service portal as well as our 1-800 number. Service requests can be requested electronically or via telephone 24/7
- This option includes labor to perform preventative maintenance checks at intervals described to identify potential issues in order to minimize obsolescence and to maintain your system in peak operating condition. Repairs of identified issues will be performed at an additional cost upon customer approval.
- O Components that are suspected of being faulty will be reported and a quote for repair or replacement will be provided for approval.
- On-Site labor within 24 hrs.
- o On-Site labor within 6 hrs. for issues deemed critical to business operations.
- BEI will provide and maintain a storage rack with lock for client inventory (if applicable).
 Inventory will be tracked using BEI's inventory software. Logs will be stored for incoming and outgoing materials and provide to the client upon request. Cost of extra materials is not included in this proposal. An additional quote can be provided upon request.
- o Dedicated Service Team with Direct Email and Direct Phone Number
- o Priority Response Time within 4 hours (phone or email) during Business Hours
- o Unlimited Telephone Technical Support 8am-5pm during Business Hours
- o Facilitate Manufacturer's Warranty Repair or Replacement
- Remote Support from BEI Connect Support Team 8am-5pm during Business Hours
 - Remote support options: email or phone
- o BEI will Preventative Maintenance Visit as described un the included services section.
- o Service Business Hours: (7am until 3pm PST) Monday thru Friday (excluding holidays)



CONTRACT PRICING

Pre-paid 1-Year Support Option:		
12-mo. Service Support Agreement		
Coverage Period: 07.01.2024 – 06.31.2025		
Security Network		
•		\$ 29,350.00
	Total	\$ 29,350.00

Included Services:

- **o** Security Network Support:
 - One monthly windows server update (to occur on Friday after patching)
 - One annual update of security switch firmware/IOS
 - Once annually identify hardware and software EOL dates and provide recommendations on appropriate replacements.
 - Once annually ensure hardware and software warranty & support contracts are current. Recommend appropriate renewal agreements.
 - Maintain system documentation.
 - Access control and security system configurations.
 - Maps and diagrams of cameras, NVR's and Network.
 - Maintain backups of switch configuration
 - Once annually, provide training for MWA staff & IT team during summer (1st or 2nd week in august).
 - Review of Avigilon access control system software reported errors, troubles and warnings
 - Review of Avigilon video system software reported errors, troubles and warnings
 - Remote technical support
 - Provide monthly report with recap of services provided
 - Renewal of Avigilon Enterprise Smart Plan included for 177 existing cameras



Manufacturers Warranties

Manufacturers' equipment warranties are of varying lengths (usually 90 days to 1 year) and some cover up to 3 years. BEI Connect will warranty this equipment for the term established by the manufacturer. The labor to remove the equipment and re-install it after the repair is NOT included in this service agreement. BEI Connect's warranty does not apply to any product with an expired manufacturer warranty (as noted above), components existing prior to BEI CONNECT's initial build, and owner furnished equipment items or any item that has been subject to misuse, neglect, accident or operational error. Parts such as filters, lamps, LCD panel, plasma panel, DLP optical engine, ILA type optical units and bulbs are not included.

Exclusions

Service benefit does not apply to:

- o Client changes to systems not covered
- o Wireless lock battery replacements are not included in this maintenance agreement.
- o If a component fails and is no longer covered under the manufacturer's warranty, BEI Connect will facilitate getting the manufacturer to provide a quote to repair or replace the product. However, BEI Connect cannot provide extended warranties on parts or materials outside the manufactures specified warranty period. Nor will BEI Connect cover the costs to repair or replace any component that no longer falls within the specified manufacturer's warranty and BEI installation warranty.
- Pre-existing components or owner furnished equipment (OFE) shall be supported with the same response time and diagnostics for repair as all new or existing components provided and installed by BEI Connect. However, in the event an OFE or pre-existing component fails, BEI Connect will require the Client to contact the company from whom they purchased the item to secure support for service or repair of the failed component.
- O BEI Connect will not support any item that has been subject to misuse, neglect, accident, operational error or changes made to the system by the client or to the network.

Conditions

- o Service Business Hours: (8am until 5pm PST) Monday thru Friday.
- Additional service visits may be determined as billable for services not covered by the agreement at BEI Connect standard flat rate <u>minimum</u> service charge of \$600 for the first hour. Additional labor hours are billed at \$150/hr. during normal business hours. After hours and emergency rates can be provided at time of request.
- o BEI Connect will warranty equipment for the term established by the manufacturer.
- The labor to remove the equipment and re-install it after repair is NOT included as part of this service agreement.
- o Consumable parts are billable.
- Client is expected to ensure that rooms are sequentially available on the same day(s) for the scheduled preventative maintenance visit(s), in effort to facilitate efficiency during the visit(s) and prevent a return site visit due to room unavailability. We will work with the client to coordinate a mutually convenient date and workflow per room visit to ensure minimal disruption to the Client and maximum efficiency of labor performed during the preventative maintenance site visit.
- Price for service agreement will be contingent upon a full inspection and evaluation of the current security system. Additional one-time fee will apply for inspection unless otherwise noted.



Termination

Either BEI Connect or Trinity may terminate this agreement, with or without cause, by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination. The agreement is non-refundable.

SUMMARY

BEI Connect is committed to the ongoing service support of our clients. We have the experience and expertise to provide you with the future support needs.

We are confident that our participation on support will contribute to your security success. We trust you will find this Service Support Agreement proposal acceptable. All we require is your review, select the option desired, and provide approval of this proposal with signature and/or purchase order. This proposal is valid for 30 days.

Sincerely,

Nick Giouzelis
Nick Giouzelis

BEI Connect 1101 Marina Village Parkway Alameda, CA 94501 ngiouzelis@beiconstruction.com





Statement of Work

This Statement of work dated April 05, 2024 is between BEI Connect ("BEI") and Making Waves Academy ("MWA").

Scope of Work:

1-year Preventative Maintenance Support as per the proposal above.

"SEC 03_0189_Making Waves Academy_ 2024 IT Dept Maintenance Agreement Rev 0"

Cost & Terms:

The cost for the materials, labor and expenses furnished under this Statement of Work will be:

Security Support 1-year: \$29,350.00

If the terms and or conditions of this Statement of Work are modified by MWA, BEI will continue to furnish labor, materials and expenses to the MWA on a change order basis. BEI will require verbal, written, email or text approval from the MWA or agents on behalf of the MWA to execute any change order. If a Purchase Order is needed in order to invoice for services, then the MWA will provide a Purchase Order prior to the start of the work if needed.

Payment / Invoicing Phases:

Phase I: At Signing of Agreement 100% (of Contract value) or Specified Amount

Change Orders will be invoiced upon completion of change order.

Invoicing, Deposits & Payments will be submitted according to the schedule above. The terms of this statement of work will be from ("date of signing of agreement") through the completion of the project. Payment terms are NET 30 from date of invoice. Late payments shall bear interest at a monthly rate of 2%. In the event that collection proceeding is undertaken, the costs of collection, including reasonable attorney fees, shall be added to the amounts due under this agreement.

Making Waves Academy	BEI Connect (A Division of BEI Construction, Inc.)
By:	By:
Name:	Name:
Title:	Title: