

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into, by and between the County of Douglas (the “County”), and ConvergeOne, Inc., a Minnesota corporation authorized to do business in Colorado (the “Vendor”) on the date of final execution of this Agreement.

RECITALS

WHEREAS, the Douglas County Emergency Telephone Service Authority, doing business as the Douglas County Emergency Communication Authority (the “Authority”) funds costs directly related to the acquisition, installation, and operation of emergency telephone service equipment for the County’s operation of emergency telephone services, such funding is hereinafter referred to as “Authority Funded Improvements;” and

WHEREAS, the Authority has approved requests for Authority Funded Improvements to the County and may in the future approve additional Authority Funded Improvements to the County; and

WHEREAS, the Authority has provided Authority Funded Improvements to the County through the Vendor for various 911 services; and

WHEREAS, the Vendor is continuing to provide various 911 services to the County with the Authority funding such services; and

WHEREAS, the Vendor agrees to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such continuing services and any maintenance, troubleshooting, repairs, or the like regarding such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. SCOPE OF SERVICES: All services described in **Exhibit A**, attached hereto and incorporated herein, shall be performed by the Vendor.

The Vendor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the County. It is also understood and agreed that the Vendor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Vendor and the County.

2. COMPENSATION: Compensation for the services to be provided under this Agreement shall be paid to the Vendor by the Authority. The Vendor understands and agrees that all payment inquiries and disputes must be made directly to, and shall be handled solely by, the Authority. The Vendor has no recourse whatsoever, under this Agreement or otherwise, for any

cause of action against the County concerning nonpayment or any other dispute concerning an invoice for services provided by the Vendor.

3. TERM: This Agreement shall remain in effect subject to Sections 9 and 14 of this Agreement.

4. CONFLICT OF INTEREST: The Vendor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Vendor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Vendor by placing the Vendor's own interests, or the interest of any party with whom the Vendor has a contractual arrangement, in conflict with those of the County.

5a. INDEMNIFICATION-GENERAL: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Vendor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Vendor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Agreement; provided, however, that the Vendor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees. With respect to each product manufactured by a third party that Vendor provided to County hereunder, Vendor will provide to County an indemnification, including an intellectual property infringement indemnity, to the extent, and only to the extent, of the indemnification that Vendor receives from the respective third party manufacturer for such product.

5b. FOR PROFESSIONAL NEGLIGENCE: The Vendor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Vendor, its employees, agents or subcontractors, or others for whom the Vendor is legally liable, in the performance of professional services under this Agreement. The Vendor is not obligated under this sub-section to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

6. INDEPENDENT CONTRACTOR: The Vendor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Agreement to perform work under this Contract shall be, and remain at all times, employees of the Vendor for all purposes. The Vendor represents and warrants that they are free from the County's direction and control in the performance of their work or services which are the subject of this Agreement. More specifically, the Vendor represents and warrants that the County does not control what work or services they will perform or the manner in which such work or services will be performed. The Vendor shall not create any indebtedness on behalf of the

County. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE AGREEMENT RELATIONSHIP.

7. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

8. ASSIGNMENT: The Vendor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the County. Any attempt by the Vendor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Agreement and all rights of the Vendor hereunder.

9. TERMINATION: The County shall have the right to terminate this Agreement, with or without cause, upon approval by the Authority by giving written notice to the Vendor of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Vendor.

10. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Vendor to the County: Douglas County
Attn: County Manager, Doug DeBord
100 Third St.
Castle Rock, Colorado 80104
Email: ddebord@douglas.co.us

with a copy to: Douglas County
Attn: County Attorney
100 Third St.
Castle Rock, Colorado 80104
(303) 660-7414

and by the County to: ConvergeOne, Inc.
10900 Nesbitt Avenue S.
Bloomington, MN 55437
Attn: Rui Goncalves

by the Vendor to:

Douglas County Emergency Telephone Service
Authority d/b/a Douglas County Emergency
Communication Authority
911 Board Coordinator
P.O. Box 2140
Castle Rock, Colorado 80104
E-mail: dshinn@dcsheriff.net

with a copy to:

Robert G. Cole
Bart W. Miller
Collins, Cole, Winn & Ulmer, PLLC
165 S. Union Blvd., Suite 785
Lakewood, Colorado 80228
E-mail: rcole@cogovlaw.com
bmiller@cogovlaw.com

Said notices shall be delivered by prepaid first class U.S. mail or via e-mail. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be deemed effective upon receipt or on the next business day after being sent, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

11. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, physical or mental disability, or any other status protected by law.

12. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Vendor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. This includes complying with all laws related to Criminal History Record Information ("CHRI") and Criminal Justice Information Services ("CJIS"), including ensuring all employees and contractors that have or may have access to CHRI or CJIS information, have reviewed and signed the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, attached as Exhibit C to this Agreement. The Vendor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

14. ANNUAL APPROPRIATION: The County's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the County's Governing Body.

15. TAXES: The County and the Authority are governmental entities and are therefore exempt from state and local sales and use tax. The County and the Authority will not pay for or reimburse any sales or use tax that may not directly be imposed against the County or the Authority. The Vendor shall use the County's and/or the Authority's sales tax exemption for the purchase of any and all products and equipment on behalf of the County.

16. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

17. NO THIRD-PARTY BENEFICIARIES: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

18. ADVERTISING AND PUBLIC DISCLOSURE: The Vendor shall not include any reference to this Agreement or services performed pursuant to this Agreement in any of Vendor's advertising or public relations materials without first obtaining the written approval of the County. Nothing herein, however, shall preclude the transmittal of any information to officials of the County.

19. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Agreement
- 2nd Exhibit B - Insurance Requirements
- 3rd Exhibit A - Master Sales Agreement

20. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

21. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

22. INSURANCE: The Vendor shall be required to maintain the insurance requirements provided in Exhibit B, attached hereto and incorporated herein by reference. The Vendor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Vendor's insurance coverage during the term of this Agreement.

23. COUNTY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

24. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

25. ROLE OF THE AUTHORITY: The Authority is a signatory to this Agreement solely as the funding agency. In accordance with the terms and conditions of this Agreement and Exhibit A, the Authority shall provide all compensation for the products and services provided by the Vendor under the Agreement. For the avoidance of doubt, notwithstanding any other provision to the contrary in the Agreement, Exhibit A, Orders issued in connection therewith, or any other related documents, the County and the Vendor expressly agree that all payment for products and services provided by the Vendor to the County hereunder shall be made by the Authority, and that ownership of all products or services provided by the Vendor shall lie with the County, not the Authority.

26. COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

Attest:

ABE LAYDON
Chair
DATE: _____

Clerk to the Board
DATE: _____

Approved as to form:

Approved as to content:

KELLY DUNNAWAY
Douglas County Attorney
DATE: _____

DOUGLAS J. DEBORD
County Manager
DATE: _____

DOUGLAS COUNTY SHERIFF'S OFFICE

APPROVED AS TO FISCAL CONTENT

DARREN WEEKLY
Sheriff
DATE: _____

CHRISTIE GUTHRIE
Director of Finance
DATE: _____

**VENDOR: CONVERGEONE, INC., a
Minnesota corporation**

By: 
Shane Harper, C1 Regional Vice President

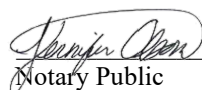
STATE OF MINNEOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 21st day of October, 2025, by Shane Harper, as Regional Vice President of ConvergeOne, Inc., a Minnesota corporation.

My commission expires: January 31, 2031.

SEAL




Notary Public

Authority as Funding Agency:

**DOUGLAS COUNTY EMERGENCY
TELEPHONE SERVICE AUTHORITY**

By: _____

Tim Gorman, President

_____(Date)

ATTEST:

Deni Shinn, 911 Board Coordinator

Exhibit A
Master Sales Agreement

Exhibit A, Attachment B
SOW and Solution Summary with pricing information



Exhibit A Master Sales Agreement

SELLER: CONVERGEONE, INC.
10900 Nesbitt Avenue S
Bloomington, MN 55437

CUSTOMER: County of Douglas
100 Third Street
Castle Rock, CO 80104

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date of the Agreement for Professional Services ("Effective Date") by and between Seller and Customer. As stated in Section 1 of the Agreement for Professional Services, this Agreement is incorporated into the terms of the Agreement for Professional Services. Seller, Authority, and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A to this Agreement contains terms and provisions that are part of this Agreement, and Attachment A is hereby herein incorporated by reference. For purposes of this Agreement, "Authority" means the Douglas County Emergency Telephone Services Authority. The sale of any all hardware and software by Seller to Customer shall be pursuant to the terms under this Agreement, and Customer shall have all rights thereto including applicable warranties. Authority shall be responsible for all payments under this Agreement.
2. This Agreement shall apply to the sale of any of following products and/or services provided to Customer:
 - a) All hardware, third party software, and/or Seller software (collectively, "Products");
 - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services");
 - c) All Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or
 - d) All Seller-provided maintenance services ordered by Customer to maintain and service Supported Products (as hereinafter defined in Article IV of Attachment A) or Supported Systems (as hereinafter defined in Article IV of Attachment A) at Supported Sites (as hereinafter defined in Article IV of Attachment A) to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services").

For purposes of this Agreement, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services."

3. Seller will provide the Products and Services to Customer summarized in the sales order documentation (collectively, a "Solution Summary"), which: (a) is signed by authorized representatives of each Party (except as set forth in Section 5 below); (b) reflects the price to be charged for such Products and/or Services; and (c) incorporates the following supporting documents, as applicable:
 - i) A "Statement of Work" or "Scope of Work" ("SOW") which describes the Services to be performed;
 - ii) A "Master Agreement Rider" which provides the line-item cost detail associated with the sale of Products and the provision of Professional Services and Managed Services;
 - iii) A "Maintenance Service Order Form" which provides the line-item cost detail of the supported products, supported systems and supported sites in the provision of Maintenance Services; and/or
 - iv) Any Solution Quote or other formal quote to which you and Seller mutually agree.

The Solution Summary and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement (collectively, each an "Order"). Any Products and/or Services not specifically itemized in the applicable Order are not provided.

4. Any amendment, supplement, or modification of any term or provision of this Agreement or any Order must be in a writing that is signed by authorized representatives of all Parties to this Agreement.
5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products and/or Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no pre-printed, additional, and/or alternate terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services.

6. Seller may terminate this Agreement, provided that Seller provides to the other Parties written notice of such termination at least one hundred twenty (120) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is one hundred twenty (120) days after the Customer receives the written notice of the termination. As stated in the Agreement for Professional Services, Customer may terminate this Agreement upon providing written notice of such termination at least thirty (30) days prior to the effective date of such termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Solution Summary that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.
7. In the event of a conflict between the terms and conditions in this Agreement and any Order, the order of precedence shall be as follows: (i) the applicable Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into the applicable Order), (ii) Attachment A to this Agreement, and (iii) the main body of this Agreement. In the event of a conflict between the terms and conditions in this Agreement and The Agreement for Professional Services, the terms and conditions of the Agreement for Professional Services take precedent.
8. **PURCHASE PRICE:** Unless specifically stated and mutually agreed upon in a particular Solution Summary, the purchase price of the Products and/or Services set forth in each Solution Summary shall be paid by the Authority as follows:
 - a) **For Products and Professional Services (excluding third party support services):**
 - i) **Payment:** The Price (as defined in Article I, Section 1 of Attachment A) is due thirty (30) days from the date the invoice is issued as follows:
 - (1) ***For Products:***
 - (i) In the sole discretion of Seller and as set forth in the Solution Summary, a deposit may be required and shall be due upon execution of the Solution Summary.
 - (ii) One Hundred percent (100%) of the Price attributable to the cost of such Product(s) (if a deposit is required as provided in (i) above, then the remaining balance) shall be invoiced upon shipment of the applicable Product(s). However, in the event Seller ships Products for a particular Order in multiple shipments, the balance attributable to the Products contained in each such shipment shall be invoiced separately and due accordingly.
 - (2) ***For Professional Services (excluding third party support services):***
 - (i) Professional Services provided on a **time and materials** basis will be invoiced monthly to the Authority as Professional Services are performed by Seller (following depletion of the down payment); or
 - (ii) Professional Services provided on a **fixed price** basis are due from the Authority either:
 - (A) If specified in the applicable Order, monthly as Professional Services are performed by Seller (following depletion of the down payment, if any); or
 - (B) Otherwise, periodically based on mutually agreed upon milestones as set forth in the applicable Order (following depletion of the down payment, if applicable). Milestone invoices shall be issued upon the date the applicable milestone is accepted, or deemed accepted pursuant to this subsection, by Customer. Seller will provide Customer with a written acceptance acknowledgement form upon the substantial completion of the Professional Services associated with each milestone. Within ten (10) days of Customer's receipt of such form, Customer may either sign such form confirming Customer's acceptance of such milestone or provide Seller written notice disputing such milestone completion. If Customer provides written notice of a dispute, such milestone shall be deemed accepted by Customer immediately once such defects are remedied by Seller. If Customer fails to sign the applicable form or provide Seller written notice of a dispute, then the applicable milestone shall be deemed accepted by Customer upon the expiration of such ten (10) day period.
 - b) **For Third Party Support Services:** One Hundred percent (100%) of the Price attributable to the cost of third party support services as specified in the Solution Summary will be invoiced to the Authority and due prior to commencement of the third party support services.
 - c) **For Managed Services:** The Authority will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.
 - d) **For Maintenance Services:** The Authority will be invoiced for Maintenance Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.

9. **FINANCING OPTION:** If Customer elects to lease the pertinent Products and/or Services, the Authority:
- a) Shall inform Seller of such election no later than the time that the applicable Solution Summary is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Solution Summary; and
 - b) May assign a Solution Summary to a financing company for the sole purpose of financing the Price, provided that the Authority agrees that any such assignment shall not delay or relieve the Authority of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). The Authority further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Authority's financing company.



ATTACHMENT A – TERMS AND CONDITIONS

ARTICLE I – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. PRICE; PAYMENT; TAXES; COST ADJUSTMENT.

- a) The Authority agrees to pay the price of each of the Products and/or Services described on an Order in the amount set forth in Attachment B, together with freight, taxes, and any other itemized charges, fees, and costs in United States Dollars (the "Price"). The price of Products and/or Services includes system metrics/statistics. If the Colorado Public Utilities Commission approves inclusion of system metrics/statistics in the tariff charged by a local basic emergency telephone service provider and paid by the Authority, Seller will cooperate with the Authority in modifying the price of Products and/or Services to remove pricing for system metrics/statistics.
- b) Except for material breach by Seller, termination of this Agreement shall not affect Authority's obligation to pay the Price.
- c) Authority and Customer, as Colorado governmental entities, are exempt from tax under Colorado law. Authority shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed.
- d) Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.
- e) For Managed Services and Maintenance Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows:
 - i. Upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

2. REMEDIES UPON DEFAULT. In the event that Authority fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Authority, terminate this Agreement and/or any Order related to this Agreement; (ii) regardless of whether this Agreement and/or any Order related to this Agreement is terminated, suspend further performance under this Agreement and/or any Order related to this Agreement; and (iii) retain, as an offset to Authority's liability for such default, all or a portion of the progress payments (if any) previously paid by Authority. Authority shall in any event remain fully liable for damages resulting from Authority's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including court costs and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law. Prior to suspending further performance under this Agreement or any Order related to this Agreement, Seller shall provide at least thirty (30) days written notice to Authority to allow the Authority to cure such default. If the default is not cured within thirty (30) days written notice, Seller may seek damages for such additional thirty (30)-day period as part of damages resulting from the default.

3. RESERVED.

4. CUSTOMER COOPERATION. Customer and Authority shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Services and/or the installation of Products. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Services. Seller's technicians having access to Customer's site(s) need to comply with the Customer's rules regarding access to such sites, including confirming with Seller that background checks have been conducted and/or requesting that Seller perform additional background checks. Depending on the site, Seller's technicians may need to be escorted at all times. Cooperation shall include the following:

- (a) Customer and Authority shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;
- (b) Customer shall make available such data as is necessary to adequately test the Products and/or Services;
- (c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;
- (d) Customer shall provide full, free, and safe access to Customer's facilities within the conditions set forth in this Agreement to allow Seller to meet its obligations hereunder;
- (e) Customer shall provide the telephone numbers, network addresses, and, if needed, work with Seller to create temporary passwords if necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Services;
- (f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third party consents and licenses needed by Seller to access such Managed Products and Supported Products; and
- (g) If Seller provides an Update pursuant to Article IV, Section 2(f) of this Attachment A, or other new release of software as part of the Maintenance Services, Customer will promptly implement such Update or new release.

(h) Customer expressly acknowledges that with respect to Seller's performance of the Services called for under this Agreement, such Services do not involve or in any way require Seller's access to Personal Data as defined herein. If, in the future, Customer requests additional services that require Seller access to Personal Data, those additional services, and the security requirements associated with Seller's access to Personal Data in order to perform those additional services, shall be subject to a separate written agreement between the parties. "Personal Data" is personal data of any employee, customer, or other individual.

(i) In order to mitigate any potential delays in the provision of Products and/or Services under any Order, Customer shall promptly perform all of its obligations set forth in this Agreement and the applicable Order(s). However, in the event of any Customer delay(s) which reasonably impact Seller's provision of Products and/or Services, Customer agrees that Seller may invoice Authority, and Authority agrees to pay Seller, for each applicable milestone or other periodic payment upon the originally anticipated completion date mutually agreed to by the parties in the applicable Order and/or as part of the project kick-off process.

5. **RESERVED.**

6. **RESERVED.**

7. **LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM CUSTOMER TO SELLER OF SUCH DELAY AND SELLER'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, THE AUTHORITY SHALL RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH SOLUTION SUMMARY. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **NON-SOLICITATION OF EMPLOYMENT.**

Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of any Order, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

9. **AFFILIATE RIGHTS.**

(a) **ConvergeOne.** The Parties agree that any ConvergeOne Affiliate may sell Products and/or Services to Customer under the terms and provisions of this Agreement; provided, however, that only the ConvergeOne Affiliate that is the party to such sale is liable to Customer for the sale of such Products and/or Services. By signing a given Order for any such sale, the applicable ConvergeOne Affiliate and Customer agree that the terms and conditions of this Agreement will apply to such sale as if such ConvergeOne Affiliate were Seller under this Agreement, but only with respect to such sale. For purposes of this Agreement, "ConvergeOne Affiliate" means any corporation, partnership, or other entity that, directly or indirectly, controls (or is controlled by or is under common control with) Seller.

(b) **Reserved.**

10. **MISCELLANEOUS.**

(a) **Merger.** This Agreement supplements the provisions of the Agreement for Professional Services and constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties. For the avoidance of doubt, this Agreement does not supersede the Agreement for Professional Services.

(b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment. Notwithstanding the foregoing, (i) Seller may, without notice, assign the Agreement, in whole or in part, or any of its rights hereunder to an affiliate or entity which acquires all or substantially all of Seller's assets (with an "affiliate" for purposes of this section meaning (a) any corporation or other entity owning, either directly or indirectly, a majority of the outstanding stock of Seller ("Parent") or (b) any corporation or other entity in which a majority of the ownership interest is held either directly or indirectly by Parent or Seller); and (ii) Seller may assign all of its rights and delegate all of its obligations with respect to any order that relates to the performance of Professional Services and/or delivery of Products at any location that is outside of the United States of America to one or more third parties believed by Seller in good faith to be capable of providing such goods and services.

(c) **Reserved.**

(d) **Acknowledgment and Authority.** By execution of the Agreement for Professional Services and the incorporation of this Agreement, the Parties hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions

stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to incorporate this Agreement into the Agreement for Professional Services.

(e) **Secrecy and Confidentiality.** Each Party (the "Receiving Party") covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from the other Party (the "Disclosing Party") (including, but not limited to, the terms and conditions of this Agreement, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential ("Confidential Information"); (ii) such Confidential Information shall be neither disclosed to any third party without the prior written approval of the Disclosing Party (except Seller may disclose Customer's Confidential Information to its subcontractors under this Agreement, but will ensure that such subcontractors are subject to the same confidentiality obligations set forth herein) nor used for any unauthorized purpose; and (iii) the Receiving Party shall use its best efforts to return such Confidential Information to the Disclosing Party upon termination of this Agreement. However, the Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which (i) was known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party independent of any Confidential Information received from the Disclosing Party; (iv) is received by the Receiving Party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the Receiving Party, provided that the receiving party gives the Disclosing Party prompt written notice of such requirement, if practicable under the law, prior to such disclosure and will cooperate, to the extent allowed for under the law, with any action taken by the Disclosing Party, at the Disclosing Party's sole expense, in obtaining an order, if necessary, protecting the information from public disclosure. The Parties further acknowledge that the unauthorized use or disclosure of Confidential Information will create a risk of irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, without the necessity of posting a bond, against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages. Seller agrees that any monitoring of the systems/software related to this Agreement will be limited only to that which is reasonable and necessary for legitimate business purposes and to ensure that the 911 system is functioning properly. Seller recognizes that this monitoring, which is necessary for system continuity, may include access to information which is protected and/or to be held confidential under the law. Based on this need to ensure that certain information remains protected, Seller agrees that only CJIS certified employees/technicians will have access to the system and any information obtained therefrom. Seller further agrees that any information accessed or obtained through the necessary system monitoring/maintenance will not be disseminated or disclosed in any manner. The Parties acknowledge that Town/County/Authority are Colorado local government entities. As such, they are subject to the Colorado Open Records Act, sections 24-72-200.1 – 24-72-206, C.R.S. ("CORA") and the Colorado Criminal Justice Records Act, sections 24-72-301 – 24-72-309, C.R.S. ("CCJRA"). In the event of any conflict between this Agreement and CORA or CCJRA, the Town/County/Authority will follow the provisions of CORA or CCJRA, as applicable.

(f) **Intellectual Property Rights.** Provisions pertaining to title and risk of loss in connection with the purchase of applicable Products and/or Services are set forth Articles II-IV of this Attachment A below. Additionally, each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Agreement. Furthermore, Seller will own any intellectual property that it develops, creates, or otherwise acquires, excluding Customer's intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in the applicable Order. For Services that are purchased, developed, or created under this Agreement, upon receipt of Authority's payment for such Services, Seller hereby grants Customer a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting Customer's internal business. Seller reserves all other intellectual property rights not expressly granted herein.

(g) **No Resale.** In the event that the Products contain manufacturer's software, Customer shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order.

(g) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

(h) **Reserved.**

(i) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(j) **Reserved.**

ARTICLE II – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES

1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. **SECURITY INTEREST.** Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

3. **WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.** Seller represents and warrants that, immediately prior to the sale of Products to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Products to Customer.

(a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) **Direct OEM Warranty.** Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) **Indirect OEM Warranty.** If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

3) Seller Warranty for Refurbished Products.

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of delivery of the Products if such Products are installed by Customer; or (ii) the date of Products installation if such Products are installed by Seller.

ii) This warranty does not extend to Products or components thereof that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or components thereof; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Authority for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Authority shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d) **Software Licenses.** Seller has provided Customer and the Authority copies of the software license(s) applicable to the Products provided hereunder. Customer and Authority agree that each has read, understands, and will abide by the terms of such software licenses(s). All applicable software license(s) are included as attachments to this document.

4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF PRODUCTS.

5. TERMINATION RIGHTS FOR PRODUCTS AND PROFESSIONAL SERVICES.

(a) **PRODUCT RETURNS:** All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

(b) PROFESSIONAL SERVICES.

1) Time and Material: For Professional Services provided on a time and material basis, the Authority agrees to pay for time and material Professional Services rendered up to and through the effective date of cancellation.

2) Fixed Price: For Professional Services provided on a fixed price basis, unless otherwise set forth in the applicable Order, fixed price Professional Services may not be cancelled.

ARTICLE III – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MANAGED SERVICES

1. DEFINED TERMS OF ARTICLE III.

(a) "EULA" is an acronym used to refer to an End User License Agreement.

(b) "Managed Products" are all hardware and/or software identified on a Master Agreement Rider or Solution Quote for which the Managed Services are to be provided.

(c) "Managed Sites" are the locations specified on each applicable Master Agreement Rider or Solution Quote.

2. PROVISION AND SCOPE OF MANAGED SERVICES.

(a) **Order Form and Provision of Managed Services.** Seller will provide the Managed Services for Managed Products at Managed Sites, as described further in each pertinent Solution Summary that references the Agreement. The Price set forth on such Solution Summary for Managed Services is based on the number of active Managed Products. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any Managed Products that have been added (activated) or removed (deactivated) during the previous period. (b) **Monitoring.** Provided it does not allow Seller access to information that would otherwise be protected or deemed confidential under the law, Seller may electronically monitor Managed Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Managed Services; and (v) as otherwise provided in each applicable Solution Summary.

(c) **General Limitations.** Seller will not provide Managed Services for Managed Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted.

3. CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES.

(a) **Provision of Managed Products.** Customer will provide all Managed Products and Managed Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Managed Product and each Managed Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Managed Services in a timely manner.

(b) **Moves of Managed Products.** When Customer seeks to move any Managed Products, Customer will notify Seller. Only Seller or its authorized agent may move Managed Products. Seller may charge additional amounts to recover any additional costs incurred by Seller in providing the Managed Services that result from the move of Managed Products by a party other than Seller or its authorized agent.

(c) **Identification Tags.** Customer will not remove any identification tags or other markings from any Managed Product.

4. **TITLE AND RISK OF LOSS OF MANAGED PRODUCTS.** Except for Products provided by Seller to Customer under the terms and provisions of this Agreement, title to the Managed Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.

5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller may license software from a third party to provide the Managed Services for which Customer may have access to certain functionality. Customer may use such software in accordance with the terms and conditions of any end user license agreement accompanying such software, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

6. TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.

(a) **Managed Services Term.** Unless a different term is specified on the pertinent Solution Summary, or in the Statement of Work corresponding to such Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

(b) Termination Rights of Managed Services.

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, or in the applicable Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.

2) **For Cause.** Customer may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services included in such Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party. Seller may terminate the pertinent Managed Services by providing written notice to Customer if Customer (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services within a one hundred twenty (120) day period after it has received from Seller a written notice that details the breach and requests that the breach be cured.

7. MANAGED SERVICES WARRANTIES; DISCLAIMERS.

(a) **Managed Services Warranty.** Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 7 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MAINTENANCE SERVICES

1. DEFINED TERMS OF ARTICLE IV.

- (a) “Added Products” are those additional Customer-acquired products of the same type and manufacturer(s) as the existing Supported Products.
- (b) “End of Support” occurs when the manufacturer declares a Supported Product “end of life,” “end of service,” “end of support,” “manufacture discontinue,” or any similar designation.
- (c) “Extended Support” is the limited set of Maintenance Services provided by Seller when certain Supported Products are subject to End of Support.
- (d) “Host” is a third party service provider.
- (e) “Maintained Products” means collectively, the Supported Products and the Supported Systems
- (f) “New Software” includes patches, Updates, or feature upgrades for Supported Products.
- (g) “Supported Products” are (1) all hardware and/or software identified on a Maintenance Services Order Form for which the Maintenance Services are to be provided; and (2) Added Products.
- (h) “Supported Sites” are the locations specified on a Maintenance Services Order Form or Statement of Work.
- (i) “Supported Systems” are the networks specified on a Maintenance Services Order Form, and/or a group of Supported Products.
- (j) “Replacement Hardware” is hardware that Seller provides as part of the Maintenance Services.
- (k) “Vendor Management” are certain functions Seller performs to instruct third party vendors, or request products or services on Customer’s behalf from third party vendors, under Customer’s supply contracts with such third party vendors.

2. PROVISION AND SCOPE OF MAINTENANCE SERVICES.

- (a) **Order Form and Provision of Maintenance Services.** Seller will provide the Maintenance Services for Supported Products or Supported Systems at Supported Sites, as described further in the Solution Summary. The Price set forth on the pertinent Solution Summary is based on the port and item counts provided to Seller. If the actual quantities of ports that are maintained at the inception of the Solution Summary vary by more than five percent (5%) from the port count provided to Seller, and/or there is a discovery of additional items, Seller reserves the right to adjust the Price on the applicable Solution Summary to reflect the actual quantities being maintained. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.
- (b) **Title and Risk of Loss of Supported Products.** Except for Products sold by Seller to Customer under the terms and provision of this Agreement, title to the Supported Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Supported Products. Title to any Replacement Hardware (as defined in Article IV, Section 2(h) of this Attachment A) (if applicable) provided by Seller as part of the Maintenance Services will pass to Customer when installed. Customer bears the risk of loss, theft, destruction, or damage to the Supported Products (each, a “Loss”), and Customer will promptly provide Seller with written notice of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Supported Products for the full replacement value of the Maintained Products. Upon the request of Seller, Customer will provide Seller with evidence of this insurance.
- (c) **Monitoring.** Provided it does not allow Seller access to information that would otherwise be protected or deemed confidential under the law, Seller may electronically monitor Maintained Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the Statement of Work.
- (d) **Error Correction.** Some Maintenance Services options may include correction of Errors. An “Error” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications applicable when the Supported Product was originally purchased or originally licensed by Customer.
- (e) **Help Line Support.** Where the Maintenance Services include help line support, Seller will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Solution Summary.
- (f) **Updates.** Where the Maintenance Services include the provision of Updates, Seller will make available to Customer such Updates as the manufacturer makes available to Seller. An “Update” is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]). Seller, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may either be remotely installed by Seller (or its subcontractor) or delivered to Customer for installation by Customer.
- (g) **End of Support.** The Seller may discontinue or limit the scope of Maintenance Services on a Supported Product for which the manufacturer has declared End of Support. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Solution Summary and the Price adjusted accordingly. For certain Supported Products subject to End of Support, Seller may continue to offer Extended Support. Where Seller chooses to provide such Extended Support, the description of such Extended Support, and the fees associated therewith, will be available at the time notice is sent by Seller to Customer. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.
- (h) **Replacement Hardware.** Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will only be furnished on an exchange basis. Immediately upon Customer’s receipt of Replacement Hardware, or installation of the Replacement Hardware by Seller, as applicable, the hardware being replaced by Seller will become the property of Seller. Seller represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if Seller is not the manufacturer of such Replacement Hardware, Seller will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.
- (i) **Added Products.** If Customer acquires Added Products and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will automatically be added to the Solution Summary at the then current fees charged by Seller as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Maintenance Term

(as hereinafter defined). Added Products purchased from a party other than Seller are subject to certification by Seller at its then current certification rates. If an Added Product fails certification, Seller may choose not to add such Added Product as a Supported Product.

(j) **General Limitations.** Unless a Statement of Work provides otherwise, Seller will only provide Maintenance Services on software for (i) the unaltered current release of such software, and (ii) the prior release of such software. The following items are included in the Maintenance Services only if the Statement of Work specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Seller (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures, power surges, or lightning strikes); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the commencement of Maintenance Services pursuant to the terms of the pertinent Solution Summary.

3. CUSTOMER RESPONSIBILITIES FOR MAINTAINED PRODUCTS.

(a) **Provision of Supported Products and Supported Systems.** Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.

(b) **Moves of Supported Products.** When Customer seeks to move any Supported Product, Customer will notify Seller. Only Seller or its authorized agent may move Supported Products. Seller may charge additional amounts to recover any additional costs incurred in providing the Maintenance Services that result from the move of Supported Products by a party other than Seller or its authorized agent.

(c) **Identification of Maintained Products.** Customer will not remove any identification tags or other markings from any Maintained Product.

(d) **Vendor Management Authorization.** Where Seller is to perform Vendor Management functions, Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.

(e) **Third Party Hosting.** For Maintenance Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a Host, Customer will (i) notify Seller of the Host prior to commencement of the Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Maintenance Services on Host's computer systems and provide to Seller a copy of such written consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Maintenance Services.

4. **SOFTWARE LICENSES OF MAINTAINED PRODUCTS.** Where the Maintenance Services include providing New Software, the New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the New Software is provided. Where there is no existing license for the original software, New Software will be provided subject to the current license terms and restrictions of the manufacturer for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license are in "shrinkwrap," "clickwrap," or some other form.

5. TERM AND TERMINATION RIGHTS OF MAINTENANCE SERVICES.

(a) **Maintenance Services Term.** Unless a different term is specified on the applicable Solution Summary, Seller will provide the applicable Maintenance Services for a term ("Maintenance Term") of one (1) year. Following the expiration of the Maintenance Term and subject to the terms of Attachment A, Article I, Section 1(e), Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") unless, at least thirty (30) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term, Authority provides Seller with written notice of its intent not to renew. Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") unless, at least one hundred twenty (120) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term Seller provides the authority with written notice of its intent not to renew.

(b) Termination Rights of Maintenance Services.

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, Customer may terminate Maintenance Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Maintenance Services for (i) twelve (12) months; or (ii) the remainder of the Maintenance Term or the applicable Maintenance Renewal Term.

2) **For Cause.** Customer may terminate the applicable Maintenance Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent, or insolvency proceedings are instituted against such other Party. Seller may terminate the applicable Maintenance Services included in a Solution Summary by providing written notice to Customer if Customer fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a one hundred twenty (120) day period after it has received from Seller a written notice that details the breach and requests that the breach be cured.

6. MAINTENANCE SERVICES WARRANTIES; DISCLAIMERS.

(a) **Maintenance Services Warranty.** Seller represents and warrants to Customer that the Maintenance Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Maintenance Services have not been so performed, and if within thirty (30) days after the performance of the Maintenance Services Customer provides Seller with a written notice of such non-compliance, then Seller, at its option, will re-perform the Maintenance Services, correct the deficiencies, or render a prorated refund based on the original Price for the

deficient Maintenance Services. The warranty remedies expressly provided in this Article IV, Section 6 of Attachment A will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE IV, SECTION 6 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MAINTENANCE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MAINTENANCE SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PUBLIC SAFETY MANAGED SERVICES OFFERING & SERVICE LEVEL AGREEMENT (SLA)

Brian Kelley
VP, Public Safety sales



C1 – Public Safety Managed Services Offering

C1-E911 Managed Services Offering and Service Level Agreements (SLA)

- Provide 24/7 Unlimited Call-In Support to Customer Service Centers (CSC)
 - All calls answered within the US and directly by C1-CSC Engineers
 - Multiple CSCs across various US time zones
- Provide 24/7 Online Ticketing System Access
 - Customers can access our online ticketing system 24/7 to open tickets, check the status of existing tickets, update team member information and profiles
- Provide 24/7 Unlimited Onsite Support
 - ConvergeOne-E911 Field Engineer's only service 911 centers
 - Currently, seventeen (17) E911 Field Engineers
 - Five (5) E911 Field Engineers serve the Denver Metro area 911 centers
- Provide 24x7x365 Monitoring & Support of all 911 centers
 - SolarWinds Application customized for 911 center monitoring
- Network Services
 - C1 provides WAN networks (Lumen/LE/Masergy) and hardware to connect 911 centers to Carbyne/AWS Gov Cloud Services.
 - C1 provides 24/7 Managed Services to support WAN uptime, provide software updates to WAN hardware, and provide trouble ticket support for network remedy and repair when necessary
- Monthly E911 System Reports provided every 30 days based on our 24/7 monitoring
 - Reports are generated by PSAP's designated C1-Field Engineer and emailed monthly to the appropriate PSAP & IT Support Personnel.
- Monthly Preventative Maintenance Scheduled for each 911 site
 - Specific Maintenance schedule & Check List maintained for all 911 sites.



C1 Service Level Agreements (SLA)

Case Priority Classifications

All cases opened by our Customer Support Center (CSC) are classified under one of the following priorities. Based on defined definitions, the customer can ask for the priority to be escalated. The case priority can be lowered if the customer and the CSC agree.

Priority Level	Definition	Remote Callback Response Time Goal	911 Managed Services On-Site Response Time Goal*
1 - Product Failure or Loss of Service	The client's production environment is down, which will critically impact the Client's business operations if service is not restored quickly. ConvergeOne and the Client are willing to commit full-time resources "around the clock " to resolve the situation or until the incident is de-escalated.	Upon Notification	2 Hours
2 - Severely Impaired functionality (more than 50%)	Client's production environment is severely degraded, impacting significant aspects of Client's business operations. ConvergeOne and Client are willing to commit full-time resources during ConvergeOne's regular business hours to resolve the situation or until the incident is de-escalated.	1 Hour	4 Hours
3 - Non-Critical System Failure (Less than 50%)	The client's performance has deteriorated. Functionality is impaired, but most business operations continue.	8 Business Hours	24 Hours
4 - Inquiry	The client requires information or assistance on vendor product capabilities or configuration.	Next Business Day	Next Business Day



Technical Escalation Procedure

Priority 1

- Escalation to Tier II engineer within 30 minutes after start time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to manufacturer partner if required
- Escalation to Tier III engineer at 1 hour after start time
- Escalation to CSC Director after 4 hours after start time
- Escalation to Executive Management after 12 hours after start time

Priority 2

- Escalation to Tier II engineer within 1 hour after starting time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to manufacturer partner if required
- Escalation to Tier III engineer 2 hours after starting time
- Escalation to CSC Director after 6 hours after start time
- Escalation to Executive Management after 24 hours after start time

Priority 3

- Escalation to Tier II engineer within 2 hours after starting time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to manufacturer partner if required
- Escalation to Tier III engineer at 4 hours after start time
- Escalation to CSC Director by duty manager after 24 hours after start time
- Escalation to Executive Management after 72 hours after start time

Priority 4

- Escalation to Tier II engineer within 4 hours after starting time
- Case updates made at a minimum of 1-hour intervals or upon event change
- Escalation to Tier III engineer at 8 hours after start time
- Escalation to CSC Director 48 hours after start time



On-Site Response Procedure

- The CSC will deploy an engineer to go on-site if one of the following conditions is met.
 - Equipment needs to be replaced
 - A determination that an onsite technician is necessary

ConvergeOne Case Closure Procedure

- The following criteria must be met before closing out a case.
 - Issue resolved
 - Customer approval
 - No customer response in 48 hours



Exhibit B

INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Vendor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Vendor under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **Vendor’s insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by the County, its

officers, officials, employees, or volunteers shall be excess and non- contributory to the Vendor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation. Vendor hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The Vendor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Vendor will indemnify the County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. Vendor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by The County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Vendor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Vendor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Vendor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that the County and the Authority are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to the County or the Authority, its officers, or its employees

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Approved by: _____
Megan Datwyler
Risk Manager



Solution Summary

Summary Maintenance Services Order Form

Customer: Douglas County Sheriff E-911	Quote #: SO-000976887
Bill To Address: PO BOX 2140 DCSO/DCETSA ATTN: DENI SHINN CASTLE ROCK, CO 80104-1511	Quote Date: 5/5/2025
Customer ID: VTWDOUCOU0003	Quote Valid Until: 7/5/2025
Contact: Grace Reinis	Master Maintenance Agreement #:
Contact Phone: 303-660-7500	Region: West Public Sec
Account Executive: Brian Kelley	Customer PO:
Email: bkelley@onec1.com	

Supported Sites Address, City, State, Zip	Sold To	Total Annual Price
4000 JUSTICE WAY, CASTLE ROCK, CO, 80109-7802		\$41,400.00

The term of this contract is 60 months.	Total Annual Payment	\$41,400.00
Coverage Term: September 1, 2025 – August 31, 2030	Total Value for this MSO	\$207,000.00

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

For the purchase of Maintenance Services, C1 will determine the start date for the Maintenance Services upon C1's acceptance of the applicable Order.

For Maintenance Services or Managed Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows: upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1)



subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change"; and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

ACCEPTED BY:

BUYER:	_____	DATE:	_____	SELLER:	_____	DATE:	_____
TITLE:	_____			TITLE:	_____		



Supported Site Details Appendix

Customer	Douglas County Sheriff E-911	Quote #	SO-000976887
Customer ID	VTWDOUCOU0003	Quote Date	5/5/2025

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

Site Detail					
Address, City, State, Zip		Sold To	Address Code		Total Annual Price
4000 JUSTICE WAY, CASTLE ROCK, CO, 80109-7802			SHIP7		\$41,400.00
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price
1	VT-MANAGED911SERVICE	C1 MANAGED 911 SERVICES: • 24x7 Monitoring of NICE System • 24x7 Onsite Response for remedy and repair • 24x7 Customer Services Center Support • Online Customer Portal Access • Monthly Preventative Maintenance Visits		\$41,400.00	\$41,400.00
Total Annual Price					\$41,400.00
Total Value for Site					\$207,000.00