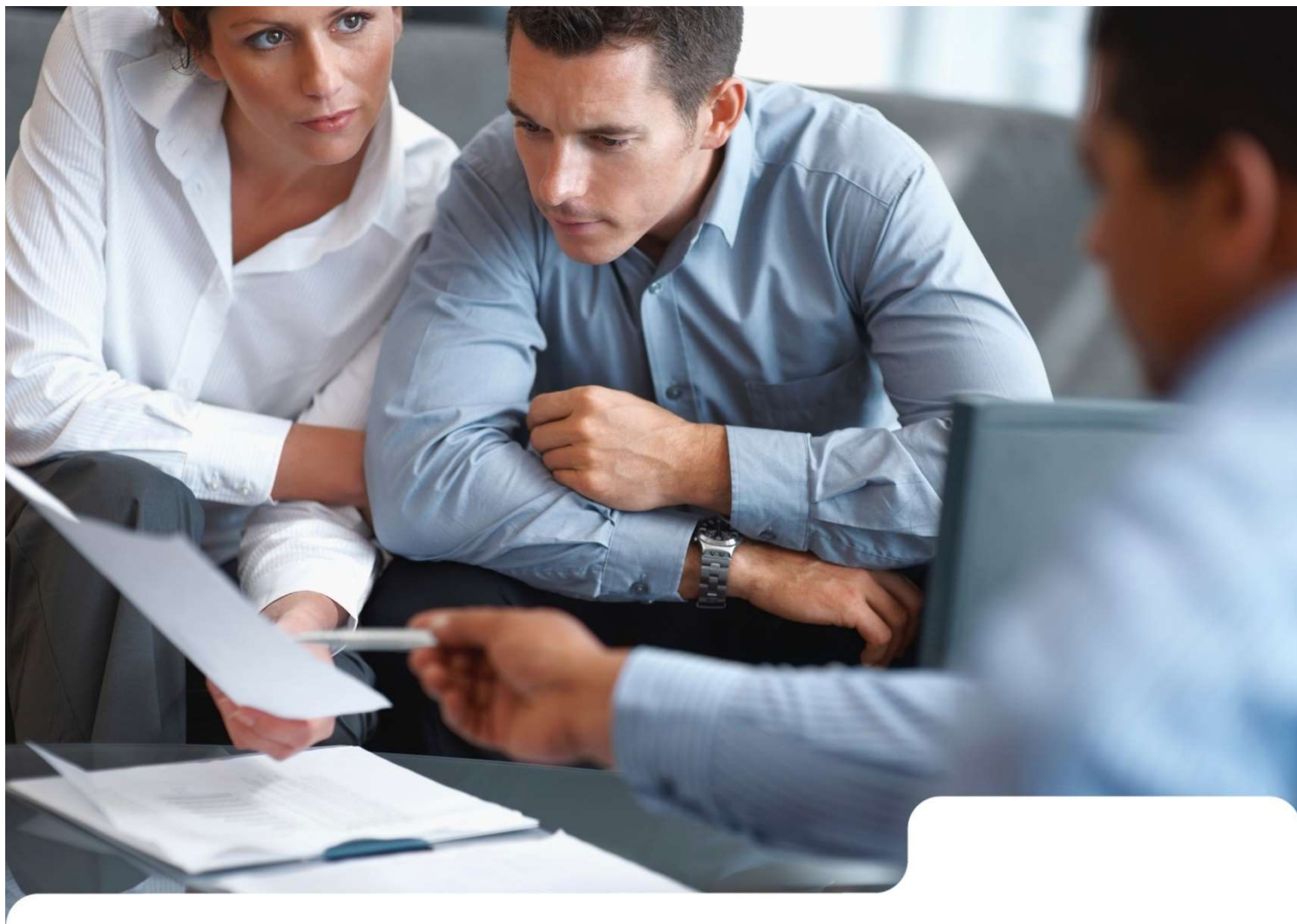# Avaya Subscription Upgrade

PREPARED FOR: PITTSFIELD TOWNSHIP

PREPARED BY: Joel Haist
                 National Account Manager
                 JHaist@convergeone.com

REFERENCE: Opportunity: OP-000685703
                 Solution: SO-000765157
                 Quote(s): QU-000438994

DATE: July 27, 2022

ConvergeOne

TABLE OF CONTENTS

1. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions (the "MSA" or the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and PITTSFIELD TOWNSHIP ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If Customers Agreement is a master agreement entered into with one of ConvergeOne, Inc.s 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.convergeone.com/online-general-terms-and-conditions/. 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, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

Customers signature on this Order (or Customers issuance of a purchase order in connection with this Order) shall represent Customers agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); 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 ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or 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 ("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.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided however, projects milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW, and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of sixty (60) days following the date hereof.   Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

2. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at zero (0) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

3. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Avaya Subscription Upgrade project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

3.1. Project Location(s)
Below is a list of the location(s) that should be included in this project.

Table 3-1

Site Name	Site Address
Administration Main	6201 W Michigan Ave Ann Arbor, MI 48108
Fire Station 1	6227 Michigan Ave Ann Arbor, MI 48108-9721
Fire Station 2	4345 W Ellsworth Rd Ypsilanti, MI 48197
Fire Station 3	705 W Ellsworth Rd Ann Arbor, MI 48108-3320

Senior Center / Parks and Rec	701 W Ellsworth Rd Ann Arbor, MI 48108-3320
Utilities Field Office	4467 Concourse Dr Ann Arbor, MI 48108-9690

4. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

4.1. Avaya Unified Communication

Upgrade S8300D CM R6.3 to Simplex ASP Dell R640 CM R10.1 Subscription

- New Avaya System Manager Server
- Upgrade Communication Manager Messaging to Avaya Messaging
- New SAL Server

Software

- CM 6.2 exists and will be upgraded to CM 10.1 Subscription licensing

EXISTING User Licenses

- (165) R6 Licenses will be upgraded to (165) UC Core Subscription Licenses (burstable to 198)

CALL CENTER

- Basic call center entitlement included with CM only (No subscription call center licensing)

Hardware

Main Admin Site - 6201 W. Michigan Ave (ST: 5135578)

- The current environment is an S8300D Communication Manager R6.2 with (1) G430 media gateway
  - G430 media gateway will be reused with upgrade project

- The S8300D server hardware will be replaced by one (1) new Avaya provided Dell R640 ASP 130 shared server. The new server will support the following applications:

- Simplex Communication Manager R10.1 server
- (1) new System Manager R10.1 server
- (1) new Avaya Messaging R11 server
- Avaya Diagnostic Server (SAL) R4.x server

Remote Sites

Fire Station 1 (ST: 4103490)

- The current environment is (1) G430 media gateway (no LSP)
  - G430 media gateway and media modules will be reused with upgrade

Fire Station 2 (ST: 2251850)

- The current environment is (1) G430 media gateway (no LSP)
  - G430 media gateway and media modules will be reused with upgrade

Fire Station 3 (ST: 5135582)

- The current environment is an S8300D Survivable Remote (LSP) R6.2 with (1) G430 media gateway
  - Replace S8300D with S8300E server and upgrade CM software to R10.1
  - G430 media gateway and media modules will be reused with upgrade

-

Parks & Rec/Senior Center (ST: 5135581)

- The current environment is (1) G430 media gateway (no LSP)
  - G430 media gateway and media modules will be reused with upgrade

Utilities Office (ST: 5135583)

- The current environment is (1) G430 media gateway (no LSP)
  - G430 media gateway and media modules will be reused with upgrade

Documentation

- Any documentation must be downloaded from support.avaya.com

Avaya Messaging R11

- Existing environment is the embedded Communication Manager Messaging (CMM) application on Avaya provided S8300 hardware

- Existing licensing includes:
  - (165) mailbox licenses

- CMM System will be upgraded to Avaya Messaging R11.x single server solution and will be deployed on the ASP 130 shared server identified above

- Licensing will be provided from subscription entitlements and include:
  - (165) Advanced mailbox licenses (burstable to 198)

- Customer must provide the Microsoft OS

- No Fax Service included

- No enhanced migration included

E911

CUSTOMER ACKNOWLEDGES THAT THE SELLER SERVICES COVERED BY THIS SOW DO NOT INVOLVE ANY E911/911 SERVICES, AND THAT IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO ENSURE CUSTOMER COMPLIANCE WITH ANY REGULATIONS APPLICABLE TO E911/911 SERVICES, INCLUDING BUT NOT LIMITED TO KARI'S LAW ACT OF 2017, OR THE APPLICABLE PROVISIONS OF RAY BAUM'S ACT.

You further agree that C1 has informed you that the MLTS or hosted IP Telephony system provided under this SOW is capable of being implemented in accordance with the requirements of *Kari's Law* and *Ray Baum's Act*, but you have directed C1 not to install the MLTS in compliance with the requirements of the laws. To the extent permitted by applicable law, you hereby indemnify, release, and hold harmless C1 from and against any and all liability relating to or arising from such non-compliance and any acts or omissions of third parties involved in the handling of or response to any 911 call.

Communication Manager (CM)

Table 4-1

CM Core Services	
Platform to be installed on	Avaya Server
CM Core Upgrade	1

Are you excluding the assessment for Kari's Law	No

CM Core Upgrade

ConvergeOne Responsibilities:

- Perform pre-cutover verification by retrieving various reports from the current CM for validation following the upgrade.
- Upgrade the Communication Manager server, apply the required software updates/firmware.
- Validate the correct operation of the CM Server and ensure that all, Gateways, Trunks, & Phones are up and operational.
- Perform Upgrade Test Plan with Customer to validate the operation of the upgrade.

Customer Responsibilities:

- Document any changes that are performed during the freeze period and will replicate changes following the upgrade.

Note: Core upgrades are service-affecting and require a 2- to 4-hour cutover window per server. May require a 2- to 3-week freeze on the CM configuration prior to the planned cutover.

Kari's Law Assessment

ConvergeOne has included an e911 Legislation Assessment as part of this project. The purpose of this engagement is to review the current configuration of the Avaya Communication Manager and provide recommendations for configuration changes that will bring the Customer environment into compliance with the current e911 Legislation. The following configuration elements will be reviewed as part of this assessment.

- Review ARS Digit Conversion for ALL and LOCATIONS
- Review ARS tables for (alrt) on ALL and LOCATIONS
- Assess Disassociated set COR allow for calling 911
- Determine if Crisis-Alert is already setup on the CM

Upon completion of the assessment, the ConvergeOne UC Engineer will review the current configuration and provide recommendations for updates.

- Set up ARS Digit Conversion for ALL to provide access to emergency services without the need for an ARS access code.

- Setup Crisis Alert on up to 5 phones across the CM Enterprise and testing for up to 5 locations.

- Enable disassociated set COR to provide for 911 dialing on phones which are not currently registered.

- This service only provides for the configuration of Crisis Alert on a system-wide basis. Other options include segregation by Tenant or Location. Configuration of either Tenant or Location-based Crisis Alert will require a change order as further consultation and configuration would be required to implement.

C1 Responsibilities:

- C1 will assist remotely to confirm Crisis Alerting functions as expected.

- Crisis Alert testing to be performed in a single event during normal business hours. All changes are priced to be made during normal business hours.

Customer Responsibilities:

- TheCustomer is responsible for contacting 911 PSAP to inform of test calls. Some 911 PSAPS have specific test requirements and it is the Customer's responsibility to contact the PSAP in advance to arrange to test. The Customer is also responsible for ensuring resources at remote locations can place test calls to 911.

- The Customer is responsible for ensuring that Carrier has the correct Address provided for PSAP. Updating addresses with Carriers can take several days following a move or change in service.

Assumptions

- This service assumes that 911 routing is correctly configured. If additional services are required to allow for location-based 911 routing, additional charges will apply.

- Services based on ARS access code being 9. If anything other than 9 is being used additional charges may apply as this may require additional configuration which has not been included in this offer.

CM Survivability (ESS/LSP)

Table 4-2

Survivability Services	
LSP upgrade (8300)	1
Platform to be installed on	S8300X

Survivable Server Upgrade (LSP)

ConvergeOne Responsibilities:

- Upgrade the Communication Manager server, apply required software updates/firmware, and ship hardware to Customer location.
- Ensure registration between the Core CM Server and Survivable Server at the remote location.

Note: Although the software upgrade can be performed after hours, failover testing is service impacting and not included unless otherwise specified within the Scope of Work and quote.

CM Translations & Trunking Services

Table 4-3

CM Translations & Trunking Services	
IP/SIP Trunking	1

SIP Trunk for Avaya Messaging
ConvergeOne Responsibilities:

- Consult with Customer and configure the following requirements: IP trunks IP Node names, IP Addresses, IP Network Regions, IP-Codecs, and Call Admission Control (CAC).
- Translate and implement the CM requirements, such as Trunk groups, Signal groups, local routing patterns, Uniform Dial Plan (UDP), and off-PBX stations as required.
- Perform testing between Communication Manager and the supported applications to ensure correct functionality.

Voice Gateways

Table 4-4

Voice Gateway Services	
H.248 Media Gateway firmware updates	6

H.248 Media Gateway Firmware Updates
ConvergeOne will provide the following services:

- Deploy firmware on Utility, TFTP, or SDM server located on Customer premise
- Stage firmware on standby boot bank in advance of the firmware upgrade
- Upgrade Media Gateway firmware within agreed-upon maintenance window

Circuit Pack & Media Module

Table 4-5

Circuit Packs & Media Modules (CP/MM)	
Circuit Pack & Media Module (firmware update)	12

Circuit Pack & Media Module (firmware update)
Media Module Firmware Upgrades

ConvergeOne will provide the following services:

- Deploy firmware on Utility, TFTP, or SDM server located on Customer premise
- Upgrade Media Module firmware within an agreed-upon maintenance window

TN Board Firmware Upgrades

Note: ConvergeOne no longer includes services to update TN board circuit packs as certificates on these boards have expired rendering them unable to be field upgraded.

System Manager (SMGR)

Table 4-6

SMGR Services	
System Manager-Simplex	Y
Platform to be installed on	Shared Appliance Server

System Manager-Simplex
ConvergeOne Responsibilities:

- Install, license and configure System Manager Server. If deploying on Customer-provided VMware, assist Customer with deployment of templates.
- Configure System Manager Elements for management of Communication Manager, Session Manager, Messaging Systems, Breeze, Conferencing, Media Servers, and Presence Services as installed as part of this scope.
- Configure backup to Customer provided backup directory.
- Benching and staging.

Customer Responsibilities:

- Update Customer machines if using any plug-in applications.

Messaging

Table 4-7

Messaging Services	
New-UC Messaging Application	Avaya Messaging
Initial Messaging Server	1
Number of User and Fax Mailboxes - program only (no AA's)	165
Platform to be installed on	Shared Appliance Server

Avaya Messaging Implementation

ConvergeOne Responsibilities:

- Consult with Customer to define messaging requirements.

- Design and program system parameters, feature sets, and class of service (COS) options.

- Customize system default Automated Attendant to include a one-level menu with business and after-hours greetings OR replace standard default Automated Attendant with custom caller application including the same capabilities.

- Create, test and deploy these basic caller applications: Dial-by-name and Direct transfer to voice mail

- Create, test, and deploy zero-out to operator system setting, as needed.

- Administer enhanced list parameters, Create and test one sample ELA (one or two members only).

- Edit Sending Restriction table, if necessary.

- Create subscriber mailboxes, or migrate a defined number of mailboxes, including usernames and extensions, from a legacy Avaya voice mail system to the Customer's AM system. This service does not include the migration of system parameters, Automated Attendants (Caller Applications), Class of Service (COS), audio files, recorded messages/greeting, custom announcements, or subscriber options.

- Administer the PBX to correctly cover extensions and caller applications to the Aura IX system.

- Remotely design and create a defined number of Caller Apps to meet specific Customer needs, and record prompts for these applications if desired by the Customer, per the project scope of work.

- Administer Customer access (IMAP4) and remotely Work with the Customer's system administrator to install and properly configure the Client Add-Ins application on as many as five Customer PC Clients.

- Remotely test Customer access from Customer-provided Mail Client.

- Test Customer access application with the Customer's system administrator to verify that DNS records are properly configured.

- Provide administrator's training via web conference.

Customer Responsibility:

- Microsoft Windows OS Licensing is not provided with the deployment of Avaya Messaging. The Customer must supply a fully updated suitable licensed version of Windows for the hardware platform before ConvergeOne will proceed with the Avaya Messaging software installation
  - o Version of Microsoft Windows Server must be supported by Avaya Messaging
  - o The Customer manages windows security updates

Subscription Conversion and License Activation

Table 4-8

Licensing Services	
Is this a Subscription License Conversion?	Y
How many (WebLM's)	1
Is the SMGR/WebLM centralized?	No

Subscription Licenses: Non-Token

- Research and identify WebLMs servers in the PLDS

- Obtain/identify proper login credentials for the WebLMs

- Build out licenses in PLDS and swap the WebLM servers.

- Before and after screenshots of WebLM servers.

- Download purchased license(s).

- Confirm existing license counts via screenshot, printout, or other means as defined by the manufacturer.

- Remotely Install purchased license(s).

- Confirm installed license counts via screenshot, printout, or other means as defined by the manufacturer.

- Provide notification of completion with a screenshot to the Customer when complete.

- This is license activation only; this quote excludes the configuration and/or programming of the intended licensed application or the use thereof.

Customer Responsibilities:

- Provide remote access to all systems acquiring a license

- Installation of RedHat OS if required

Note:

- ConvergeOne is not responsible for invalid license files loaded prior to the Engineer loading them. It is assumed all licenses in operation prior are valid, purchased licenses unless otherwise stated by the Customer.

Diagnostic Server (ADS)

Table 4-9

ADS/SAL Services	
SAL only	1
Platform to be installed on	Shared Appliance Server

ADS Configuration (SAL ONLY)

ConvergeOne Responsibilities:

- Install and configure base ADS software on a server or work with Customer remotely to deploy the virtual templates.

- Final register server with Avaya.

Customer Responsibilities:

- Configure any firewalls to allow access to managed devices from the ADS.

- If the software-only deployment is chosen, Customer must implement a Red Hat Linux software and license on Customer-provided equipment.

Product Registration

Table 4-10

Registration Services	
Is registration required?	Yes

SAL Registration	12
GRT Registration (other)	1

Table 4-11

Platform	
Primary Platform	Avaya server
Number of Avaya Servers	1
Secondary Platform	S83XX

Benching and Staging (hardware)

The BOM Table(s) above represents all hardware to be staged by ConvergeOne. This may be done in a ConvergeOne staging facility or remotely using a Customer provided remote connection.

Note: This is services only and does not indicate ConvergeOne is supplying the actual hardware. Refer to the quote for any hardware being supplied by ConvergeOne.

ConvergeOne Responsibilities:

- Load, patch and configure servers per IP Data Collection Form, using the information provided from the ConvergeOne Engineer and the Customer.
- Register the equipment listed on the IP Data Collection Form.

Customer Responsibilities:

- Work with the ConvergeOne Engineer(s) to get the IP Data Collection Form filled out.
- Provide IP addresses & server names for all applications.
- NTP, DNS, Customer domain, registration & sync IP addresses for remote CM servers.

Failover Testing

ConvergeOne Responsibilities:

- The SOW includes failover testing for the Avaya applications and/or devices as listed in the table below. Such test will be deemed successful based on the satisfactory results of the maintenance guide as outlined by the manufacturer. A customize test plan can be developed in conjunction with input from the Customer as an additional cost.

Table 4-12

Failover Testing	
CM to ESS failover test	1

Go-Live / Solution Cutover

ConvergeOne will provide remote support of the go-live event(s), (Cutover) based on the number of hours and phases as shown in the below table. Unless otherwise noted the go-live/solution cutover is a single event. Changes to the number of cutover events will be agreed to in advance through the change order process.

Table 4-13

Cutover Support Services	
Number of cutover events	1
UC Engineer--cutover hours per event	4
Technician--cutover hours per event	4

First Business Day Support

Day 1 launch support will be provided during Normal Business Hours by remote resources listed in the table below. "Normal Business Hours" is defined as Monday through Friday, 8 am-5 pm local time to the customer location. Should additional support be required, these services will be managed via the Change Management process.

All hours are consecutive

Table 4-14

First Day of Business Support Services (FDOB)	
Number of FDOB events	1
UC Engineer-FDOB hours per event	4
Technician-FDOB hours per event	4

5. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

5.1. Project Manager

ConvergeOne will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by ConvergeOne, this individual will act as the Customer's single point of contact for all planning and issues related to solution delivery. The ConvergeOne PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The ConvergeOne Project Manager is responsible for the following:

- Conduct internal (ConvergeOne) and joint ConvergeOne/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required ConvergeOne resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and ConvergeOne project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.

6. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

7. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, Customer has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. To refuse acceptance, Customer must both indicate non-acceptance with written notification to ConvergeOne within the five (5) day period noted above and describe why it was not

accepted. ConvergeOne shall have up to ten (10) days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. The period to correct the error may be extended by mutual consent.

8. CUSTOMER RESPONSIBILITIES

8.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

8.2. Site Preparation:

- Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the ConvergeOne Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customer will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

8.3. Ensure availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.

- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

9. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

10. PROFESSIONAL SERVICES WARRANTY

Implementation support will be provided for a period of thirty (30) calendar days once the solution is brought into service. If multiple sites or locations are included as part of the solution, all sites or locations will each have their own support period. Post-implementation warranty provides the following:

- Minor changes and/or corrections to the solution that are included in the approved design based on the SOW.
- Completion of all changes as part of an agreed punch list of actions.
- Fix or replacement of defective hardware installed by ConvergeOne.

10.1. General Assumptions

- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.
- ConvergeOne will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne

can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.

- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.

- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.

- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.

- The Customer is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.

- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.

- The Customer is responsible for relocation, removal, and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.

- The Customer is responsible to notify ConvergeOne if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to the quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.

- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.

- Services not specifically called out in this SOW will be deemed out of scope.

- VPN access will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the Customer network cannot be provided additional charges will be required.

10.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.

- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.

- The Customer is responsible for any operating system patches and anti-virus software installation and support.

- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.

- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.

- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.

- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.

11. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

11.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: $44,066.00

- Milestone 1 (30%) - Project Initiation - Kick Off Meeting, Resource Assignment
- Milestone 2 (30%) - Planning and Design - Project Plan, Design
- Milestone 3 (30%) - Testing and QA Completion
- Milestone 4 (10%) - Final Customer Acceptance of the Project

11.2. Project Expenses:

There are no anticipated project related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

12. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

_____

Signature

_____

Printed Name

_____

Title

_____

Date

_____

PO Number