

**ADDENDUM TO THE INTRADO MAINTENANCE RENEWAL AGREEMENT  
BETWEEN  
LARAMIE COUNTY, WYOMING & CONVERGEONE, INC.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and ConvergeOne, Inc., as successor-in-interest to ISC, Inc., dba Venture Technologies, 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

This Addendum modifies the Intrado Maintenance Renewal Agreement (Doc. # OP-000635047/SO-000704044), for purposes of providing 911 managed services including but not limited to monitoring, remote technical support and software protection, and incorporated into this Addendum by this reference as "Attachment A."

**II. TERM**

This Addendum shall commence on the date last executed by the Parties' duly authorized representatives and shall remain in full force and effect for a period of one (1) year, subject to the terms and conditions of this Addendum and the above referenced documents, unless terminated as provided herein.

**III. PAYMENT**

CONTRACTOR shall provide and complete the services as fully described in Attachment A. COUNTY shall pay CONTRACTOR a sum not exceeding thirty eight thousand, eight hundred thirty two dollar and forty-two cents (\$38, 832.42), upon receipt of the CONTRACTOR'S invoice, or submission of other documentation certifying completion of the services, or delivery of materials as provided for in Exhibit B (Solution Quote). No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF THE CONTRACTOR**

The CONTRACTOR shall provide maintenance services that include but are not limited to software protection and remote technical support, as fully described in Attachment A.

**V. GENERAL PROVISIONS**

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to Attachment A and this Addendum and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under Attachment A or this Addendum or of any cause of action arising out of the performance of Attachment A or this Addendum.

C. Termination: This Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of Attachment A or this Addendum; (b) by either party with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: The Intrado Maintenance Renewal Solutions Summary and Quote (3 pages) and this Addendum (5 pages), represent the entire and integrated agreement and understanding between the parties regarding the subject matter thereof and supersede all prior negotiations, statements, representations and agreements, written or oral, regarding such subject matter.

E. Assignment: Neither Attachment A nor this Addendum, nor any rights or obligations thereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: Attachment A and this Addendum shall be modified only by a written agreement, duly executed by all parties thereto.

G. Invalidity: If any provision of Attachment A or this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision thereof. It is the express intent of the parties that the provisions of Attachment A and this Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree Attachment A and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning Attachment A or this Addendum or the subject matter thereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in Attachment A or this Addendum.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with Attachment A or this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of Attachment A

or this Addendum.

J. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of Attachment A or this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

K. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended and/or any properly promulgated rules and regulations relating thereto.

L. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into Attachment A or this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on Attachment A and this Addendum.

M. **Indemnification:** Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. In no event shall such liability exceed in value the fees for services paid or payable by COUNTY to CONTRACTOR pursuant to this Addendum. Neither party agrees to insure, defend, or indemnify the other. Notwithstanding the foregoing, CONTRACTOR shall carry insurance and bonding sufficient to cover its obligations, and provide COUNTY with proof of such insurance.

N. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and Attachment A and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in Attachment A and this Agreement shall operate only between the parties to Attachment A and the Addendum, and shall inure solely to the benefit of the parties to Attachment and this Addendum.

O. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in Attachment A described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from Attachment A and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to Attachment A and this Addendum.

P. **Force Majeure:** Neither party shall be liable to perform under Attachment A and this Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. **Limitation on Payment:** COUNTY's payment obligation under Attachment A and this Addendum is conditioned upon the availability of funds which are appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of

the services and equipment provided by CONTRACTOR, Attachment A and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. Except as otherwise provided herein, this provision shall not be interpreted or construed to permit COUNTY to terminate Attachment A or this Addendum in order to acquire similar services from another party.

R. Notices: All notices required and permitted under Attachment and this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice thereunder by giving written notice to the other party.

S. Confidentiality: Notwithstanding anything in the Statement of Work and Exhibits to the contrary, CONTRACTOR recognizes the duties and obligations of COUNTY may be limited and controlled by the operation of State or Federal law regarding the expenditure of public funds, and the disclosure of publicly held records. CONTRACTOR agrees that COUNTY shall not be held in breach or default of Attachment A or this Agreement in the event information related to Attachment A or this Agreement and its subject matter is released in accord with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et seq., as amended. CONTRACTOR further agrees that it bears the sole responsibility for demonstrating in any court or other forum that any information it designates as proprietary or confidential is in fact confidential, and not subject to disclosure.

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**AMENDMENT TO NEXT GENERATION 911 SYSTEM AGREEMENT BETWEEN  
LARAMIE COUNTY, WYOMING & VENTURE TECHNOLOGIES**

**Signature Page**


LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gunnar Malm, Chairman, Laramie County Commissioners


ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: ConvergeOne, Inc.

By:  \_\_\_\_\_ Date 12/1/2021  
Title: Kyle Wewe, Regional Vice President

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 12/2/21  
Laramie County Attorney's Office

## Solution Summary

### 7/1/21 - 7/1/22 Intrado Maintenance

|   |   |
|---|---|
| <p><b>Customer:</b> Laramie County Combined Communications Center</p> <p><b>Ship To Address:</b> 415 W 18th St<br/>Cheyenne, WY 82001-4331</p> <p><b>Bill To Address:</b> 415 W 18th St<br/>Cheyenne, WY 82001-4331</p> <p><b>Customer ID:</b> VTWLARCOU0001</p> <p><b>Customer PO:</b></p> | <p><b>Primary Contact:</b> Chuck Trimble</p> <p><b>Email:</b> trimblec@laramiecounty.com</p> <p><b>Phone:</b> (307) 637-6593</p> <p><b>National Account Manager:</b> Austin Goodwin</p> <p><b>Email:</b> agoodwin@convergeone.com</p> <p><b>Phone:</b> +13072325078</p> |
|---|---|

| Solution Summary        | Current Due        | Next Invoice | Due      | Remaining | Total Project      |
|-------------------------|--------------------|--------------|----------|-----------|--------------------|
| Software                | \$17,718.75        |              | One-Time |           | \$17,718.75        |
| Hardware                | \$4,134.42         |              | One-Time |           | \$4,134.42         |
| Maintenance             |                    |              |          |           |                    |
| INTRADO Maintenance     | \$16,979.25        |              | Prepaid  |           | \$16,979.25        |
| <b>Project Subtotal</b> | <b>\$38,832.42</b> |              |          |           | <b>\$38,832.42</b> |
| Estimated Tax           | NOT INCLUDED       |              |          |           |                    |
| Estimated Freight       | NOT INCLUDED       |              |          |           |                    |
| <b>Project Total</b>    | <b>\$38,832.42</b> |              |          |           | <b>\$38,832.42</b> |

This Solution Summary summarizes the document(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 master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's 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 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.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

| #  | Item Number            | Description  | Term | Qty | Unit Price | Extended Price |
|--|------------------------|--|------|-----|------------|----------------|
| <b>TXT29-1-1 Recurring Services</b>                |                        |  |      |     |            |                |
| 1  | P10062                 | ITS Service (Annual) Year 2  |      | 1   | \$2,250.00 | \$2,250.00     |
| 2  | ITXTARF2               | TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)<br>Year 2 |      | 1   | \$4,875.00 | \$4,875.00     |
| <b>Software Subscription</b>                       |                        |  |      |     |            |                |
| 3  | 950999/SUB1/1          | Software Subscription Service - /Position Year 2                               |      | 9   | \$1,968.75 | \$17,718.75    |
| <b>Software Protection and Remote Tech Support</b> |                        |  |      |     |            |                |
| 4  | 950999/PRO1/1          | Software Protection and Remote Technical Support - /Position Year 2            |      | 9   | \$803.25   | \$7,229.25     |
| <b>Hardware Protection</b>                         |                        |  |      |     |            |                |
| 5  | 950999/HPMN1-<br>BRD/1 | Hardware Protect Multi-Node System - /Back Room Deployment Year 2              |      | 1   | \$2,625.00 | \$2,625.00     |
| 6  | 950999/HPMN1/1         | 950999/HPMN1/1 - Hardware Protect Multi-Node System - /Position Year 2         |      | 9   | \$459.38   | \$4,134.42     |