

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

THIS Amendment 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 Amendment supplements the Next Generation 911 System Agreement (Contract No. 196640), executed by the Parties on May 21, 2015, for purposes of providing 911 managed services including monitoring and CSC support (the "Contract"). The Contract, including its referenced documents and the following attached documents are incorporated into this Amendment by this reference:

- Statement of Work dated April 16, 2015 (Exhibit A), 31 pages
- Solution Summary and Solution Quote (Renewal for Contract number 196640), dated June 3, 2020 (Exhibit B) 3 pages

II. TERM

This Amendment 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 Amendment and the above referenced documents, unless terminated as provided herein.

III. PAYMENT

CONTRACTOR shall provide and complete the services described in Exhibits A and B. COUNTY shall pay CONTRACTOR 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. 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).

VI. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR under the Contract and this Amendment 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 the Contract and this Amendment 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 the Contract or this Amendment, or of any cause of action arising out of the performance of the Contract or this Agreement.

C. Entire Agreement: Notwithstanding anything in the Statement of Work and Exhibits to the contrary, this Amendment (5 pages), the Contract, the Statement of Work dated April 16, 2015 (Exhibit A), 31 pages, including the Solution Summary and Solution Quote (Renewal for Contract number 196640), dated June 3, 2020 (Exhibit B) (3 pages), and the Request for Proposal dated December 9, 2014, with Addendums # 1 - 4 (Exhibit D) (80 pages with cover page), represent the entire and integrated agreement and understanding between the Parties and supersede all prior negotiations, statements, representations and agreements, written or oral.

D. Assignment: Neither the Contract nor this Amendment, nor any rights or obligations thereunder, shall be assigned or delegated by a Party without the prior written consent of the other Party.

E. Modification: The Contract and/or this Amendment shall be modified only by a written agreement, duly executed by all Parties hereto.

F. Invalidity: If any provision of the Contract or this Amendment 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 the Contract and this Amendment are fully severable.

G. Applicable Law and Venue: The Parties mutually understand and agree the Contract and this Amendment 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 the Contract and/or this Amendment, 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 Amendment. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Contract.

H. 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 the Contract or this Amendment. 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 the Contract and/or this Amendment.

I. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and

volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY under the Contract and this Amendment, except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees, and except as set forth in paragraph N below. CONTRACTOR shall carry insurance and bonding sufficient to cover its obligations as indicated herein and Exhibit 2 and provide COUNTY with proof of such insurance.

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

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

L. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Contract and/or this Amendment 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 the Contract or this Amendment in order to acquire similar services from another party.

M. 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 the Contract or this Amendment in the event information related to the Contract or this Amendment 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."

N. Limitation of Liability. Notwithstanding any contrary provisions contained in the

Contract, COUNTY and CONTRACTOR acknowledge and agree to the following:

(a) COUNTY acknowledges that the Services may not function properly: (i) during any disruption of power at the COUNTY'S location; (ii) during any disruption of internet connectivity to the COUNTY'S location; (iii) during any period in which the COUNTY'S VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to COUNTY for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond CONTRACTOR'S reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of CONTRACTOR or its third party suppliers); (v) if COUNTY'S equipment fails to function, is not properly configured or is defective.

(b) SHOULD COUNTY, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONTRACTOR BY COUNTY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE.

O. Same Terms and Conditions: With the exception of the items explicitly delineated in this Amendment, all terms and conditions of the Contract, including insurance requirements, shall remain unchanged and in full force and effect.

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LARAMIE COUNTY, WYOMING & VENTURE TECHNOLOGIES

Signature Page

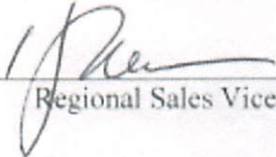
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: ConvergeOne, Inc.

By:  _____ Date 11/3/2020
Title: Regional Sales Vice President

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 11/5/2020
Laramie County Attorney's Office

Solution Summary

Renewal for contract number 196640

Customer: Laramie County Combined Communications Center	Primary Contact: Chuck Trimble
Ship To Address: 309 W 20th St Cheyenne, WY 82001-3601	Email: trimblec@laramiecounty.com
Bill To Address: 309 W 20th St Cheyenne, WY 82001-3601	Phone: (307) 637-6593
Customer ID: VTWLARCOU0001	National Account Manager: James Voorhies
Customer PO:	Email: jvoorhies@convergeone.com
	Phone: +13079952000

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Managed Services	\$33,990.00		Prepaid		\$33,990.00
Project Subtotal	\$33,990.00				\$33,990.00
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$33,990.00				\$33,990.00

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.

Special Comment to Solution Summary:

LIMITATIONS OF LIABILITY

Notwithstanding any contrary provisions contained in the Legacy Master Agreement, ConvergeOne and Customer acknowledge and agree to the following:

(a) Customer acknowledges that the Services may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customer's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond ConvergeOne's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of ConvergeOne or its third party suppliers); (v) if Customer's equipment fails to function, is not properly configured or is defective.

(b) SHOULD CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONVERGEONE, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONVERGEONE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL CONVERGEONE BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EVEN IF CONVERGEONE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, CONVERGEONE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER

ACCEPTED BY:

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

Solution Quote

Renewal for contract number 196640

<p>Customer: Laramie County Combined Communications Center</p> <p>Ship To Address: 309 W 20th St Cheyenne, WY 82001-3601</p> <p>Bill To Address: 309 W 20th St Cheyenne, WY 82001-3601</p> <p>Customer ID: VTWLARCOU0001</p> <p>Customer PO:</p>	<p>Primary Contact: Chuck Trimble</p> <p>Email: trimblec@laramiecounty.com</p> <p>Phone: (307) 637-6593</p> <p>National Account Manager: James Voorhies</p> <p>Email: jvoorhies@convergeone.com</p> <p>Phone: +13079952000</p>
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#	Item Number	Description	Term	Qty	Unit Price	Extended Price
CORE MANAGED SERVICES						
	1 VTWHCH-MON-911	VTWatch Monitoring Services for 911- July 1, 2020-June 30, 2021		1	\$33,990.00	\$33,990.00
<p>Comment: Laramie County CSC Monitoring & Support. This is a 1 YR Renewal of 911 Managed Service we have provided for 1 year. 24/7/365 support for monitoring and CSC support with 2 Hr response for Severity 1 Tickets, 4 Hr response for Severity 2 Tickets. Existing monitoring in place today. Support by the existing 911 Field Technicians in Wyoming.</p>						