

## Solution Summary

# Summary Maintenance Services Order Form Contract 196640

<b>Customer:</b> Laramie County Combined Communications Center <b>Bill To Address:</b> 415 W 18TH ST CHEYENNE, WY 82001 <b>Customer ID:</b> VTWLARCOU0001 <b>Contact:</b> Chuck Trimble <b>Contact Phone:</b> (307) 637-6593 <b>National Account Manager:</b> Austin Goodwin <b>Email:</b> agoodwin@convergeone.com	<b>Quote #:</b> SO-000721667 <b>Quote Date:</b> 1/4/2022 <b>Quote Valid Until:</b> 3/5/2022 <b>Master Maintenance Agreement #:</b> <b>Region:</b> Mountain States <b>Customer PO:</b>
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Supported Sites Address, City, State, Zip	Sold To	Total Annual Price
309 W 20TH STREET, CHEYENNE, WY, 82001		\$35,009.64

The term of this contract is for 12 months.	Total Annual Payment	\$35,009.64
Contract Term Date: <b>3/1/2022-2/28/2023</b>	Total Value for this MSO	<b>\$35,009.64</b>

This Order shall be subject to the following terms and conditions the master agreement entered into by Customer with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), subject to the provisions of Attachment A. In the event of a conflict between the terms and conditions in the Legacy Master Agreement and this Order, the order of precedence shall be as follows: (i) this Order and Attachment A (together with any other applicable supporting document(s)), and (ii) the main body of the Legacy Master Agreement.

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.

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

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.

**Special Comment to Solution Summary:**

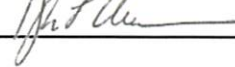
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Attachment A

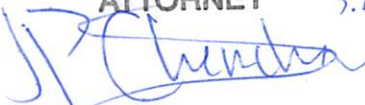
**LIMITATIONS OF LIABILITY**

Notwithstanding any contrary provisions contained the in 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 LIMITAITON 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: 3/9/2022  
TITLE: \_\_\_\_\_ TITLE: Regional Vice President

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY

 3.24.22

## Supported Site Details Appendix

<b>Customer</b>	Laramie County Combined Communications Center	<b>Quote #</b>	SO-000721667
<b>Customer ID</b>	VTWLARCOU0001	<b>Quote Date</b>	1/4/2022

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
309 W 20TH STREET, CHEYENNE, WY, 82001			SHIP2		\$35,009.64
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price
1	VTWHCH-MON-911	VTWatch Monitoring Services for 911- <b>3/1/2022-2/28/2023</b> <b>Comment:</b> 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.		\$35,009.64	\$35,009.64
Total Annual Price					\$35,009.64
Total Value for Site					\$35,009.64

**\*\* NOTE \*\***

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.

Contract Term Date: **3/1/2022-2/28/2023**