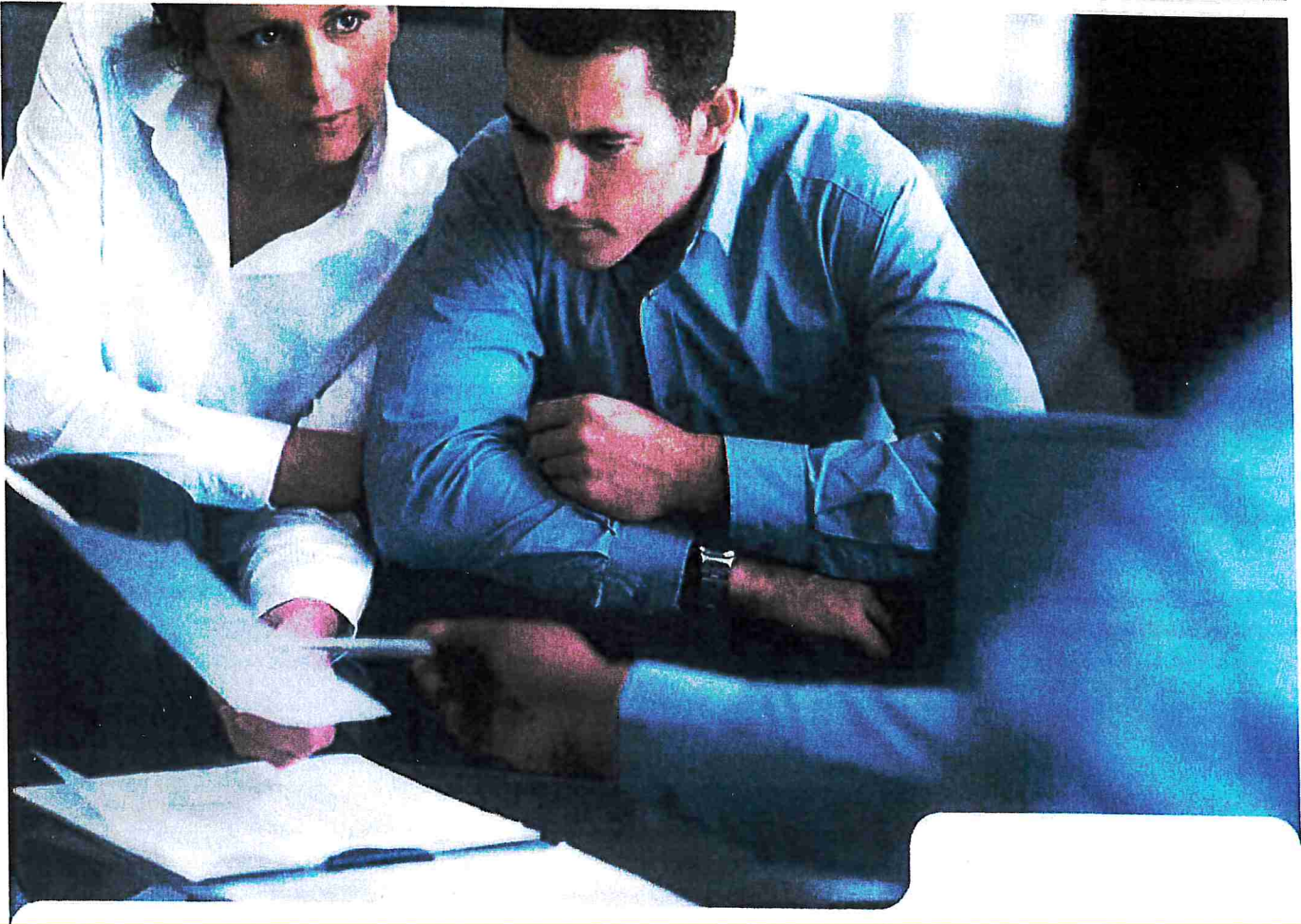


C1 STATEMENT OF WORK



LAPTOP DEPLOYMENT

PREPARED FOR: JACKSON COUNTY

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REFERENCE: Opportunity: OP-000851207
Solution: SO-000961719
Quote(s): QU-000539483

DATE: January 24, 2025

FILED

FEB 14 2025

MARY JO SPINO
COUNTY CLERK



OneC1.com

Confidential and Proprietary



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1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. ("C1") and contains C1 Confidential Information. It may not be disclosed in whole or in part without the express written authorization of C1. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from C1 described herein.

2. 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 agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and JACKSON COUNTY ("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 the 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.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, 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.

The Customer's signature on this Order (or the Customer's issuance of a purchase order in connection with this Order) shall represent the Customer's 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. C1 will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between C1 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 thirty (30) days following the date hereof. Due to rapidly changing prices in the market for third-party Products and/or Services, after the expiration of the foregoing 30-day period, the Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s). Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, C1 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 C1 and Customer resources.

The expected duration of this project has been budgeted at four (4) 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.



4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Laptop Deployment 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 C1 personnel, and the responsibilities of the Customer.

4.1. Project Location(s)

Below is a list of the location(s) that are included in this project.

Table 4-1

Site Name	Site Address
3 KANSAS CITY, MO	415 E 12th St Rm G6 Kansas City, MO 64106-2743

5. 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. C1 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.

5.1. Enterprise Networking

Enterprise Networking Custom Tasks

Laptop/Device Deployment:

- Boot the units.
- Ensure specific applications are installed based on customer provided Inventory document
- Deliver unit to end user and have them verify basic functionality
- Retrieve old unit and inventory device.
- Bring old devices back to central location and wipe partitions to ensure data privacy

Customer Requirements:



- Customer to provide a single point of contact for ConvergeOne's team.
- Customer to provide required credentials.
- Customer to provide estimated completion dates for the project. (3 Weeks)
- Customer to provide up to (400) number of units.
- Customer to ensure unboxing, imaging, assets tagging, and labeling requirements are completed.

6. PROJECT MANAGEMENT

C1 will provide Project Management Services to help you effectively manage the project and control risks during the deployment. C1 will designate a Project Manager who will act as the single point of accountability for all C1 contract deliverables for the duration of the Project. C1 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.

6.1. Project Manager

C1 will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by C1, this individual will act as the Customer's single point of contact for all planning and issues related to solution delivery. The C1 PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The C1 Project Manager is responsible for the following:

- Conduct internal (C1) and joint C1/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required C1 resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and C1 project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.



7. 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 C1 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 C1 Project Manager. C1 will review the change and provide pricing as applicable before proceeding. The C1 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 a modified purchase order.

Your contract allows for a contingency budget of up to \$0.00 for change orders. Use of these funds follows the change order process above.

8. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, C1 shall provide the Customer with an Acceptance Form. Upon delivery of the Acceptance Form, the Customer has (5) working days to review and accept. Failure to respond within the designated 5-day period signifies the completion of the milestone or project. To refuse acceptance, the Customer must both indicate non-acceptance with written notification to C1 within the (5) days period noted above and describe why it was not accepted. C1 shall have up to (10) days after the receipt of such notice to correct the error given it is within C1's scope and control to do so. The period to correct the error may be extended by mutual consent.

9. CUSTOMER RESPONSIBILITIES

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 the Customer's behalf.
- Working with C1 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.

Ensure the 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.

Site Preparation:

- Ensure the 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 it in a secure area. Retain shipping documentation, and inventory shipments by box count, and report any apparent external damage to the C1 Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that the existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customers will provide QOS on all their network equipment to the WAN based on the Supplier's guidelines and requirements if carrying voice.

10. 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, C1 may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

10.1. General Assumptions

- Unless explicitly stated otherwise, all services will be delivered remotely
- 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 C1 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.
- All services, documentation, and project deliverables will be provided in English only.
- C1 will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. C1 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. C1 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 C1 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 C1 and its subcontractors, C1 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 C1 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.

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 for having 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 for ensuring 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. C1 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 C1.
 - The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. C1 can provide services for firmware updates through a change order and is billed at an additional fee.
-
- C1 will provide port and protocol matrices as provided by the manufacturers for the equipment that is in this scope. If additional documentation is required for firewall configuration or security assessments, C1 can provide these services at an additional cost to the Customer upon request.
 - VPN access will be provided to C1 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.

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 the Customer and C1 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, 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 C1). 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. T&M Pricing Schedule

C1 will provide Professional Services to fulfill this scope of work on a time and materials basis and the Customer will be billed based on the hours used and rates below. The below is only estimate and actual hours will be charged and may exceed the estimates below. Any work scheduled for After Hours support will be billed at 1.5x the rates below. C1 may bill weekly as necessary for hours used prior to completion of the project.

Table 11-1

Resources	Estimated Hours	Hourly Price	Estimated Total
Project Manager	6	\$140.00	\$840.00
EN - Tier 3 Senior	120	\$225.00	\$27,000.00
Estimated Total T&M	126		\$27,840.00

Table 11-2

Percent Due	Billing Milestones
25%	Project Initiation and Week One Task Completion
25%	Week Two Task Completion
25%	Week Two Task Completion
25%	Final Customer Acceptance of the Project



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 C1. 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:

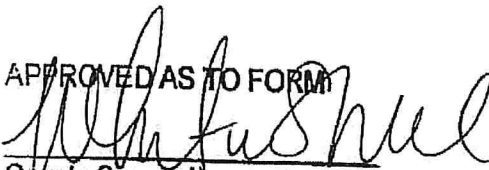

Signature

Bob Crottsinger
Printed Name

Finance Director
Title

1-27-2015
Date

PO Number

APPROVED AS TO FORM

County Counselor

ATTEST:


Clerk of the County Legislature