





ATTACHMENTS	Memorandum from Michael Erickson, Director of IT and GOS, a copy of the Converge One Lease Agreement; and the Surplus Declaration Form.	
REVIEW	Department Director: 	Date: 1/17/2019
	Finance (Budget Approval): <i>If applicable</i> 	Date: 1/17/19
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget. *(Subject to appropriation in 2019)*
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: January 17, 2019

RES # 20077

Department / Division                      Character/Description                      Not to Exceed

**001    General Fund**

1305    Information Technology                      56661    Software Purchases                      \$            5,435

1305    Information Technology                      58173    Computer Equipment/Terminal                      89,825

1305    Information Technology                      56080    Other Professional Services                      12,600

**SUBJECT TO APPROPRIATION IN 2019**

\$            107,860

\_\_\_\_\_  
Budget Officer

*1/17/19*



Department of  
**INFORMATION TECHNOLOGY**

**JACKSON COUNTY, MISSOURI**

816-881-3151

415 EAST 12TH STREET, ROOM G-8  
KANSAS CITY, MO 64106

**TO: BARBARA CASAMENTO, PURCHASING SUPERVISOR**

**FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS** *MSE*

**DATE: JANUARY 14, 2019**

**RE: RLA TO APPROVE INDEMNIFICATION LANGUAGE ON CONVERGEONE INSTALLMENT AGREEMENT**

**ALEXANDER OPEN SYSTEMS, A CONVERGEONE COMPANY, HAS SUBMITTED A BACKUP AND DATA RECOVERY SOLUTION THAT THE INFORMATION TECHNOLOGY WOULD LIKE TO PURCHASE FOR JACKSON COUNTY, MISSOURI. CONVERGEONE IS A TERM & SUPPLY VENDOR SO THE FUNDS WILL COME FROM THE TERM & SUPPLY CONTRACT. PLEASE SUBMIT AN RLA TO REQUEST TO APPROVE THE INDEMNIFICATION LANGUAGE IN THE CONTRACT FOR THE ZERO INTEREST FINANCING.**

**SURPLUS/TRANSFER DECLARATION FORM**  
**JACKSON COUNTY, MISSOURI**



**TRANSFER**

**SURPLUS**

Date Transfer Received:	
Department Transferring Asset:	
Department Code: <b>1305</b>	
Point of Contact: <b>Michael Dicus</b>	
Phone Number: <b>816-881-3151</b>	
Department Receiving Asset: <b>Trade-in value \$50,100.00</b> Receiving Department Contact: Receiving Department Phone Number:	

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		<b>Backup &amp; Disaster Recovery</b>							

\* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.  
 \*\* Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department

Agreement Number: 1575690

# Installment Payment Agreement

This Installment Payment Agreement (the "Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, and **your** mean you, our customer. The words **we**, **us**, and **our**, mean ConvergeOne Payment Services, the Lender.

## Product Description (attach addendum for additional information)

Quantity	Description / Serial Number	Product Location
	See Doc # OP-000401344	415 E 12th St Kansas City, MO 64106

## Term & Payment Schedule

Installment Payment \$107,860.00

Term (Months) 60

Payment Frequency Annual

Variable Payment Schedule (if applicable)

(Attach "Payment Schedule Addendum" if necessary)

\_\_\_ payments @ \_\_\_; followed by \_\_\_ payments @ \_\_\_ followed by \_\_\_ payments @ \_\_\_; followed by \_\_\_ payments @ \_\_\_

Additional Provisions First annual payment due 30 days from Commencement (five total payments due)

Total Cash Price \$539,300.00

You agree to pay at the time you sign this Agreement:

Total Advance Installment Payment ( \_\_\_ months) \$ \_\_\_

Sales/Use Tax on Advance Installment Payment \$ \_\_\_

One-time Documentation Fee of \$0.00 Payable with First Invoice

If more than one Installment Payment is required in advance, the additional amount will be applied at the end of the term.

### Supplier:

CONVERGEONE, INC.  
Supplier Name

3344 MN-149,EAGAN, MN 55121

Street Address/City/State/Zip

888-321-6227

Supplier Phone #

### LENDER:

ConvergeOne Payment Services  
10201 Centurion Parkway N. #100  
Jacksonville, FL 32256

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date Signed \_\_\_\_\_

## Obligor

Jackson County

Obligor Legal Name

Obligor "Doing Business As" Name

415 E 12<sup>th</sup> St

Billing Street Address

Kansas City, MO 64106

Billing City, State, Zip

Billing Contact Name & Phone No.

Billing Contact E-Mail Address

Obligor Phone Number (if different from above)

Product Address (if different from above)

## TERMS AND CONDITIONS BY SIGNING THIS AGREEMENT:

(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Products only for business purposes and in compliance with all applicable laws and regulations; (iv) you acknowledge that if this Agreement is replacing an existing agreement the new Installment Payment may include the balance of that existing agreement and result in a greater aggregate product cost to you; and (v) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

## Obligor Signature

**X**

Authorized Signature

**X**

Print Signer's Name

Print Signer's Title

Federal Tax ID Number

**X**

Date Signed

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying document.

**1. PRODUCTS FINANCED; TERM, RENT AND FEES.** We agree to finance for you and you agree and promise to pay us for equipment ("Equipment"), software license rights ("Software"), maintenance contract(s) ("Maintenance"), and/or services ("Services" and collectively, the "Products") as identified on the front page of this Agreement. This Agreement will begin on the date that any of the Products are delivered to you and the Products will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 14 days after delivery of the Products to you if, previously, you have not given written notice to us of your non-acceptance. The first Installment Payment is due on the date set forth in your invoice and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this Agreement) as designated by us on your invoice. You will make all payments required under this Agreement to us at such address as we may specify in writing. You authorize us to adjust the Installment Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Products including any training, maintenance, support, upgrade and buyout amounts which we have agreed to finance) differs from the estimated Total Cash Price. If any Installment Payment or other amount payable under this Agreement is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment, but in no event greater than the maximum rate allowable under applicable law.

**2. NO WARRANTIES.** We are financing your acquisition of the Products on an "AS-IS" basis. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE SOFTWARE, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE SOFTWARE AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.

**3. LICENSE AGREEMENT.** YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND RECEIVED THE LICENSE AGREEMENT ("LICENSE AGREEMENT") RELATED TO THE SOFTWARE. YOU ARE THE LICENSEE UNDER THE LICENSE AGREEMENT AND YOU AGREE TO PERFORM ALL THE OBLIGATIONS OF THE LICENSEE UNDER THE LICENSE AGREEMENT. YOU WILL USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE NOT ASSUMED ANY OF THE SOFTWARE MANUFACTURER'S OBLIGATIONS UNDER THE LICENSE AGREEMENT AND THAT WE SHALL HAVE NO LIABILITY FOR THE PERFORMANCE OF THE SOFTWARE MANUFACTURER'S OBLIGATIONS UNDER THE LICENSE AGREEMENT. You acknowledge that you have decided to enter into this Agreement in lieu of paying cash to your Supplier for the Products. We may inspect the Products at any reasonable time after advance notice to you.

**4. TAXES AND FEES.** You are responsible for all taxes, fines and penalties relating to this Agreement, or the Products that are now or in the future assessed or levied by any state, local or government authority. If sales taxes related to the Products have been calculated by the Supplier and added to the Invoice for the Products, such taxes will be added to the cost of the Products being financed under this Agreement. We do not have to contest any taxes, fines or penalties.

**5. LOSS OR DAMAGE; INSURANCE:** As between you and us, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the Equipment against all loss or damage naming us as loss payee, (2) maintain commercial general liability and third party property damage insurance, and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

**6. TITLE TO THE PRODUCTS.** You will keep the Equipment free of all liens and encumbrances. You represent and warrant that you have valid legal title to the Equipment, free and clear of any liens or encumbrances and you hereby grant us a security interest in and to the Equipment and all accessions, substitutions and proceeds thereof, including any refunds under section 7 below. You will not move the Equipment from the Equipment Address stated above without our prior written consent not to be unreasonably withheld. You will abide by all applicable laws regarding the Equipment including but not limiting to titling and registration laws.

**7. PREPAID SERVICES:** You will not terminate, cancel or request a refund from the Supplier for any prepaid maintenance or services included in this Agreement. In the event you receive a refund of the prepaid maintenance or services from the Supplier, you agree to hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you agree to remit the refund to us upon our request. If a Default occurs hereunder, we may (in addition to all the remedies contained in Section 9 of this Agreement) terminate the applicable maintenance or services agreement and obtain a refund from the Supplier or service provider, as applicable, for any prepaid maintenance or services and apply the refund to any amounts owed by you to us. You agree to indemnify, defend and hold us harmless for any payments made to us by the Supplier in accordance with this section 7.

**8. DEFAULT.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Installment Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under the License Agreement, this Agreement, or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) if any of the Equipment is located at a host facility, a breach under the terms of your host agreement; (f) if a letter of credit has been issued in conjunction with this Agreement, a non-renewal of such letter of credit; or (g) any guarantor dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

**9. REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) the present value of all unpaid Installment Payments for the remainder of the term, each discounted at the lesser of the rate implicit in this Agreement, or 4% per year, plus past due interest at the rate of 18% per annum, plus (ii) all other amounts due or that become due under this Agreement; (c) we may direct Supplier to withhold support, consulting and other services to be provided pursuant to an agreement financed hereunder (and you expressly acknowledge that same will not constitute a default by Supplier, in any obligation to you) and may further direct Supplier to pay to us any refund due under a Maintenance or consulting agreement for monies paid for services not rendered; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable collection costs, and attorney fees and costs incurred in enforcing or defending this Agreement. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time.

**10. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLICENSE THE PRODUCTS OR YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT WHICH WILL NOT BE UNREASONABLY WITHHELD.** We may, without notifying you, sell, assign, or transfer this Agreement. You agree that our assignee will have the same rights and benefits that we have now under this Agreement but not our obligations. The rights of our assignee will not be subject to any claims, defenses or set-off that you may have against us.

**11. INDEMNIFICATION.** You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims") caused by or related to the manufacture, installation, ownership, use, lease, possession, or delivery of the Products or any defects in the Products, and (b) all costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims, except claims caused by our willful misconduct. You agree that your obligations under this Section 11 and Section 4 shall survive the termination of this Agreement for Claims arising during the term of this Agreement.

**12. CREDIT INFORMATION/FINANCIAL REPORTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY.** You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

**13. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** A fax or electronically transmitted signed version of this Agreement, when received by us, shall be binding on you for all purposes as if originally signed. This Agreement is not binding on us until we sign it. We may accept this Agreement by signing, either manually or electronically. You agree that the only version of the Agreement that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Agreement may be signed in counterparts each of which will be considered an original, such all counterparts will be considered and constitute one and the same agreement. The Agreement may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original.

**14. MISCELLANEOUS. (a) Choice of Law:** This Agreement and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. **(b) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court;** (c) **Entire Agreement.** The Agreement constitutes the entire agreement between you and us and supersedes all prior agreements; (d) **Enforceability.** If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective; (e) **Amendment.** This Agreement may not be modified or amended except in writing and signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Agreement provided that such change does not materially alter your obligations under this Agreement. (f) **Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (g) **Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted under applicable law and any excess payment will be applied to the payments in inverse order of maturity, and any remaining excess will be refunded to you. (h) **Prepayment.** Prepayment or early termination is not permitted except at such time and on such terms and conditions as we may agree. (i) **NSF.** We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. (j) **Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Agreement shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Agreement. (k) **Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Agreement are issued solely for your administrative purposes and no terms or conditions contained the purchase order will change or modify the terms and conditions of this Agreement.

**NON APPROPRIATION RIDER**

This Non-Appropriation Rider to the Installment Payment Agreement No. 1575690 dated \_\_\_\_\_, 20\_\_\_\_ (the "IPA"), is by and between ConvergeOne Payment Services (Lender) and Jackson County (Obligor). Capitalized terms used herein without definition shall be defined as provided in the IPA.

Notwithstanding anything contained in the IPA to the contrary,

1. Obligor presently intends to continue the IPA for its entire term and to pay all payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Obligor's budget will include in the budget request for each fiscal year during the term of the IPA the payments to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all payments coming due therein. The parties acknowledge that appropriation for payments is a governmental function which Obligor cannot contractually commit itself in advance to perform and the IPA does not constitute such a commitment. However, Obligor reasonably believes that moneys in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit Obligor's continued utilization of the Products in the performance of its essential functions during the term of the IPA.

2. If Obligor's governing body fails to appropriate sufficient moneys in any fiscal year for payments due under the IPA and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Obligor shall give Lender immediate notice of such Non-Appropriation and provide written evidence of such failure by Obligor's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the payments due under the IPA (the "Return Date"), Obligor shall return to Lender all, but not less than all, of the Products covered by the IPA, at Obligor's sole expense, in accordance with the terms hereof; and (iii) the IPA shall terminate on the Return Date without penalty or expense to Obligor and Obligor shall not be obligated to pay the payments beyond such fiscal year, provided, that Obligor shall pay all payments due under the IPA for which moneys shall have been appropriated or are otherwise available, provided further, that Obligor shall pay month-to-month rent at the rate set forth in the IPA for each month or part thereof that Obligor fails to return the Products as required herein.

3. The IPA shall be deemed executory only to the extent of monies appropriated and available for the purpose of the IPA, and no liability on account thereof shall be incurred by the Obligor beyond the amount of such monies. The IPA is not a general obligation of the Obligor. Neither the full faith and credit nor the taxing power of the Obligor are pledged to the payment of any amount due or to become due under the IPA. It is understood that neither the IPA nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the IPA.

4. The Obligor and Lender agree that by the execution thereof, Obligor acquires no ownership interest in any Products whether vested or contingent. The Obligor's interest in the Products is limited to that of an Obligor and the Products manufacturer retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_.

ConvergeOne Payment Services  
(Lender)

Jackson County  
(Obligor)

By \_\_\_\_\_

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_



## ADDENDUM TO INSTALLMENT PAYMENT AGREEMENT #1575690

This Addendum to Installment Payment Agreement forms and is made a part of that certain Installment Payment Agreement ("Agreement") between ConvergeOne Payment Services and Jackson County ("Customer") executed by Customer on \_\_\_\_\_, 2019. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement. Both parties agree that the Agreement is amended as follows:

1. Section 5 of the Agreement (entitled LOSS OR DAMAGE; INSURANCE) is restated in its entirety to read as follows: "You have agreed to provide us with proof of insurance against loss or damage to the Equipment and with evidence of your self-insured status for liability by signing and returning our standard Self-Insurance Rider, which is attached hereto, before this Agreement commences. You further understand and agree that until we receive such insurance proof and rider, this Agreement will not commence."
2. Section 11 of the Agreement (entitled INDEMNIFICATION) is revised by inserting "To the extent allowed by applicable law" at the beginning of the first and second sentences.
3. Section 14 of the Agreement (entitled MISCELLANEOUS) is revised by:
  - a. Replacing all occurrences of the phrase "State of New York" with the phrase "State of Missouri" in subsection (a);
  - b. Deleting second through final sentences in subsection (b), which currently read "Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court."; and

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Installment Payment Agreement as of the date shown below.

ConvergeOne Payment Services

Jackson County

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM REGARDING SELF INSURANCE  
TO INSTALLMENT PAYMENT AGREEMENT #1575690  
SIGNED BY OBLIGOR ON \_\_\_\_\_**

THIS ADDENDUM is made a part of that certain Installment Payment Agreement (“Agreement”) between Jackson County (“Obligor”) and ConvergeOne Payment Services (“Lender”) covering the loan of equipment described in the Agreement (“Equipment”).

Section 5 of the Agreement requires Obligor to carry certain other bodily injury, property damage and additional perils insurance, hereinafter collectively referred to as the “Liability Insurance.”

Obligor desires to be self-insured as to the Liability Insurance (“Insurance”) and not be required to provide such Insurance through an insurance carrier or to provide evidence of such Insurance to Lender. Lender will agree to such self-insurance only upon the terms and conditions of this Addendum.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, Obligor and Lender hereby agree that the insurance provisions of the Agreement are amended as follows:

1. Subject to the terms of this Addendum Lender shall not require Obligor to provide Lender with proof of such Insurance from an insurance carrier. Obligor agrees to be solely responsible for any and all damages, which would otherwise be covered by Liability Insurance.

Except as herein specifically amended, the terms and conditions of the Agreement shall remain in full force and effect. This Addendum is binding on all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the \_\_\_ day of \_\_\_\_\_, 2019.

Jackson County

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONVERGEONE PAYMENT SERVICES

By: \_\_\_\_\_

Title: \_\_\_\_\_



A ConvergeOne COMPANY

Contract #: KS-C062518

Date: 1/10/2019

Page #: 1 of 3

Documents #: OP-000401344  
SO-000439195

Solution Name: Backup and DR Refresh

Customer: JACKSON COUNTY

## Solution Summary Backup and DR Refresh

<b>Customer:</b> JACKSON COUNTY	<b>Primary Contact:</b> Kevin Houghton
<b>Ship To Address:</b> 415 E 12th St Ste G8 Kansas City, MO 64106-2743	<b>Email:</b> KHoughton@jacksongov.org
<b>Bill To Address:</b> 415 E 12th St Ste G8 Kansas City, MO 64106-2743	<b>Phone:</b> (816) 881-3337
<b>Customer ID:</b> AOSJACKS002	<b>National Account Manager:</b> Tommy Messersmith
<b>Customer PO:</b>	<b>NAM Email:</b> TMessersmith@convergeone.com
	<b>NAM Phone:</b> +19137443255

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$0.00		One-Time		\$0.00
Hardware	\$313,672.00		One-Time		\$313,672.00
Professional Services	\$63,000.00		One-Time		\$63,000.00
Maintenance					
Manufacturer Maintenance	\$162,628.00		Prepaid		\$162,628.00
<b>Project Subtotal</b>	<b>\$539,300.00</b>				<b>\$539,300.00</b>
Estimated Freight	\$0.00				
<b>Project Total</b>	<b>\$539,300.00</b>				<b>\$539,300.00</b>

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference. Customer's signature on this Solution Summary (or Customer's issuance of a purchase order in connection with this Solution Summary) shall represent Customer's agreement with each attached document and acknowledgement that such attached document(s) are represented accurately by this Solution Summary. Unless otherwise specified in this Solution Summary or its attachment(s), this Solution Summary and its attachments shall be subject to the terms and conditions of: (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 has a master agreement 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 Solution Summary, subject to any modifications. Products and/or services not specifically itemized are not provided hereunder.

This Solution Summary (including any attachment(s) hereto) will be valid for a period of thirty (30) days following the date of this Solution Summary. Thereafter, this Solution Summary and any attachment(s) hereto will no longer be of any force and effect. Located at <https://www.convergeone.com/online-general-terms-and-conditions/>.

All prices are subject to change without notice.

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

**Special Comment to Solution Summary:**

Price includes shipping

ACCEPTED BY:

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



## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
<b>Jackson County IDPA</b>					
1	DP5800CTL-DP - DP5800 BASE APPLIANCE CONTROLLER		1	\$0.00	\$0.00
2	PC-RK30-US-1-DP - PWR CORD 1PH US&JAP RACK DUAL-DP APPL		1	\$0.00	\$0.00
3	DPRACK-1PH-DR3-DP - DP APPL RACK 40U SNGL PHASE - DELL		1	\$0.00	\$0.00
4	DPSWITCH-FAKIT-DP - DP APPLIANCE NETWORK SWITCH FACKIT		1	\$0.00	\$0.00
5	DPNTWK-SW-DP - DP APPLIANCE NETWORK SWITCH		1	\$0.00	\$0.00
6	DPCMPNODE-DP - DP APPLIANCE COMPUTE NODE		3	\$0.00	\$0.00
7	DPXCVR-SFP-10GBE - XCVR 300 M SFP Optics		2	\$337.00	\$674.00
8	DPCBL-LC-OM4-10M - 10 M LC to LC Cable Kit		2	\$22.00	\$44.00
9	DPAPPL_5800 - ANCHOR DP APPLIANCE 5800		1	\$0.00	\$0.00
10	DPDS60-4-240S-DP - DS60 SHELF 60X4TB SAS HDD G3 DP APPL		1	\$0.00	\$0.00
11	DPFACINSTL5800-DP - DP5800 FACTORY INSTALL KIT		1	\$0.00	\$0.00
12	IDPA_CAP_PK_60TB - IDPA 60TB Capacity Expansion Pack		2	\$70,134.00	\$140,268.00
13	IDPA_DP5800_CUBE - IDPA DP5800 Base Cube		1	\$162,711.00	\$162,711.00
14	PROSUPPORT W/MISSION CRITICAL-HARDWARE		1	\$145,430.00	\$145,430.00
15	458-002-264 - IDPA Capacity Enabler=CB		4	\$0.00	\$0.00
16	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1	\$0.00	\$0.00
17	458-002-258 - IDPA DP5800 Env Config		1	\$0.00	\$0.00
18	456-113-326 - IDPA Target Repl 1TB RAW Enabler=CB		240	\$0.00	\$0.00
19	456-113-325 - IDPA Target Boost 1TB RAW Enabler=CB		240	\$0.00	\$0.00
20	456-113-305 - IDPA Target Protocol Enabler=CA		240	\$0.00	\$0.00
21	456-112-812 - DP Appliance Solution=IA		1	\$0.00	\$0.00
22	456-113-324 - IDPA DP5800 Base OE=IA		1	\$0.00	\$0.00
23	456-113-780 - IDPA Boost FS=CA		240	\$0.00	\$0.00
24	456-113-300 - IDPA CTRL FS 800GB 0.8TB RAW =CF		4	\$0.00	\$0.00
25	456-113-340 - Data Protection Central=IA		1	\$0.00	\$0.00
26	456-113-304 - IDPA Backup G Enabler=CC		240	\$0.00	\$0.00
27	456-113-306 - IDPA Analytics Enabler=CB		240	\$0.00	\$0.00
28	456-113-301 - IDPA BU App Enabler=IA		1	\$0.00	\$0.00
29	456-113-302 - IDPA Single Fed Reporting Server=IA		1	\$0.00	\$0.00
30	456-113-308 - IDPA vRealize Enabler=IA		1	\$0.00	\$0.00
31	456-113-307 - IDPA MSM Enabler=IA		1	\$0.00	\$0.00
32	456-113-309 - Plugin for IDPA vRealize Automation=IA		1	\$0.00	\$0.00
33	456-113-303 - IDPA BU Search Enabler=CA		1	\$0.00	\$0.00
34	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1	\$0.00	\$0.00
35	IDPA_2-1 - Integrated Data Protection App V2_1=IA		1	\$0.00	\$0.00
36	DDOS-61-DP - DD OS 61X IDPA=IA		1	\$0.00	\$0.00
37	458-002-343 - IDPA DD Cloud DR Essentials 1TB=CC		35	\$285.00	\$9,975.00
38	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1	\$5,373.00	\$5,373.00
39	EMC Granular Recovery Microsoft HIGH=CA		240	\$0.00	\$0.00
40	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1	\$0.00	\$0.00
41	CUSTOMER SUB EXPIRE 1YR FROM INV DATE		1	\$11,825.00	\$11,825.00



Contract #: KS-C062518

Date: 1/10/2019

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Documents #: OP-000401344  
SO-000439195

Solution Name: Backup and DR Refresh

Customer: JACKSON COUNTY

A ConvergeOne COMPANY

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
<b>Jackson County IDPA Subtotal:</b>					\$476,300.00
<b>Professional Services for DataCenter</b>					
42	Professional Services				\$63,000.00
<b>Professional Services for DataCenter Subtotal:</b>					\$63,000.00
<b>Microsoft Azure Platform</b>					
43	TD-REG-MSAZURE - Configure Azure Solution: Microsoft's cloud platform		1	\$0.00	\$0.00
<b>Microsoft Azure Platform Subtotal:</b>					\$0.00
<b>Total:</b>					<b>\$539,300.00</b>