Terms of Service (TOS)

PREPARED FOR: JACKSON COUNTY CIRCUIT

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REFERENCE: Opportunity: OP-000725117 – Contact Center Add On

DATE PREPARED: 3/15/2023
OFFER EXPIRES: 8/30/2023

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1. INTRODUCTION

This Terms for Services ("TOS") is entered into on the first day of the month immediately following signature of this TOS ("Effective Date") by JACKSON COUNTY CIRCUIT ("Customer"), and ConvergeOne, Inc., ("Seller"), pursuant to the ConvergeOne Cloud Services Agreement #12900 ("Agreement"), between the parties. This TOS incorporates by reference the Agreement and constitutes an agreement separate from any other statement(s) of work incorporating by reference the Agreement. Unless specifically defined in this TOS, capitalized terms herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have caused these Terms of Service to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of these Terms of Service, duly authorized by all necessary and appropriate corporate action to execute these Terms of Service.

Table 1-1

SELLER:	**ConvergeOne, Inc.**	CUSTOMER:	**JACKSON COUNTY CIRCUIT**
BY:		BY:	
SIGNATURE:		SIGNATURE:	
TITLE:		TITLE:	
DATE:		DATE:	

2. MANAGED WEBEX SOLUTIONS

2.1. Webex Customer Care

Cisco Webex Customer Care is a secure and scalable omnichannel cloud contact center solution. Seller will provide the following managed support for Webex Customer Care.

Webex Customer Care Managed Services - Foundation

Table 2-1

Webex Customer Care Managed Service Entitlements	
Control Hub Administration	
Licensing & user entitlement	●
Service and site configuration	●
User device management	●
Number management (for DIDs available in Control Hub)	●
Application Support	

24x7x365 Service Desk	●
Incident Management	●
Problem Management	●
Service Request Fulfillment (MACDs)	●
Performance & Capacity Management	●

3. TRANSITION SERVICES

3.1. Seller's Transition Services team will be engaged to perform a successful onboarding of each Customer site included in Attachment B, into our ongoing Managed Services operations.

The transition services process will be initiated upon the execution of this TOS. Services under the final TOS will begin to be delivered at the completion of the on-boarding process ("Services Start Date"), unless otherwise agreed between the parties.

Phased Approach

Seller will manage the transition of services responsibilities from Customer to Seller's Managed Services team utilizing a six-phase transition methodology tailored to fit the Customer's environment and the committed scope of services to be transferred. Key aspects of this transition methodology include:

- Quality gate process at the end of each phase
- Collaborative effort with executive sponsorship
- Team consisting of members from the Customer and Seller working toward the success of the transition with defined milestones
- Clearly defined roles and responsibilities of the team
- Jointly defined communication plan
- Project plan that is task driven
- Regular transition meetings - productive and informative
- Dashboard reports for executive sponsors

The specific services transition plan for this engagement will be documented in the Managed Services Transition Plan.

4. MANAGED SERVICES

4.1. Service Desk

- Service Desk is a centralized function serving as a single point-of-entry for all Customer requests related to the services provided under this TOS

- Service Desk is accessible during Service Hours by Customer's Help Desk or authorized personnel with a working knowledge of the Customer's technical environment as it relates to the Supported Products at Supported Sites covered under this TOS

- Service Desk supports the following tasks and workflows:
  - Receipt of Customer's service requests and trouble reports
  - Event assessment and assignment of incident classification according to agreed incident prioritization criteria
  - Update status of service requests and/or trouble tickets based on agreed intervals or with change in status
  - Review, validation, and closure of tickets.

- Tickets may be submitted to the Service Desk via the following methods:
  - Phone call to the Service Desk
  - Request submitted via Seller's web portal
  - Events received from Seller's element monitoring system

4.2. Proactive Monitoring and Event Management

Seller will provide the following Proactive Monitoring and Event Management services:

- Remote monitoring of supported environment 24x7x365, performing event correlation, and providing alarms to the Customer Success Centers (CSC)

- Monitoring pre-defined events and system generated alerts for the Supported Products (as applicable for those systems that are appropriately equipped and capable of being monitored) at Supported Sites covered under this TOS

- Support the following event management tasks and workflows:
  - Event filtering and categorization according to criticality
  - Event authentication and notification via pre-defined time-based correlation rules
  - Event correlation, automated Ticket creation and assignment

- Alarms will be addressed according to the Incident Management process defined below

4.3. Incident Management

- Incident Management provides lifecycle management of incidents 24x7x365, including escalation management

- Seller will remotely isolate and troubleshoot incidents that occur on Supported Products at Supported Sites as identified through proactive monitoring, or notification from Customer

- Within the Incident Management process, Seller will support the following tasks and workflows:

  o Create incident tickets for incidents discovered through proactive monitoring, or as reported by Customer Coordinators

  o Perform event correlation and assessment to determine incident classification according to defined incident severity levels

  o Provide case management of trouble tickets until incident resolution including:

    ▪ Regular status of trouble tickets based on agreed intervals or with change in status

    ▪ Escalation within Seller and Customers organizations as appropriate

  o Confirm resolution of incident and close trouble ticket with supporting vendor

  o Quality control of the resolution

- As the Customer Success Center ("CSC") receives a notification, a trouble ticket is created, and the severity level is determined. Severity Levels are classified from Severity Level One (S1) to Severity Level Four (S4). S1 is most severe. The following table provides the guidelines for the severity levels assigned to trouble tickets associated with the services delivered under this TOS.

Table 4-1

Severity Level	Definition
Severity 1 (S1)	Supported system is totally out of service with no work-around
Severity 2 (S2)	Supported system is operating with reduced functionality, causing significant impact to business operations. Loss of service affecting more than 25% of users
Severity 3 (S3)	Supported system is operating with reduced functionality, causing little to no impact to business operations. Loss of service to less than 25% of users
Severity 4 (S4)	Little or no impact to the Customer's system.

- In managing incident resolution efforts:

  o S1 troubles will take priority over all other incidents

- o Incidents will be classified upon receipt of an alarm
- o Once a ticket is created for an incident, it is assigned to a Technician to begin further remote event assessment and correlation of the trouble
- Products must be covered by a valid authorized manufacturer support agreement in order to be covered under this TOS (not included in the scope and price of this TOS)

4.4. Problem Management

- Seller will perform regular review of events identified through our proactive monitoring and reported troubles affecting Supported Products in order to identify trends or chronic issues that may indicate an underlying problem within Customer environment
- As part of Problem Management Services, Seller will support the following tasks and workflows:
  - o Perform regular reviews of incidents to identify chronic issues
    - A chronic issue is defined as a repeat trouble within a particular system or component type
    - A repeat trouble is one that occurs as three (3) separate incidents within a thirty (30) day period
  - o Report the root cause of chronic issues and incidents with significant impact
    - A case closure explanation is documented on high impact S1 troubles
    - The case closure explanation will cover the following: root cause of the trouble, the remediation action taken, and recommendation to prevent future recurrence
  - o Document known errors and appropriate resolutions or workarounds as a result of problem investigations

4.5. Service Request Fulfillment (MAC)

- Seller will provide system administration and support services related to moves, adds, and changes ("MACs) for Supported Products at Supported Sites
  - o Pertaining to Webex Platform Administration, Seller will perform MACs Service Requests via Webex Control Hub
  - o Service Requests will be completed 8am - 8pm Monday-Friday eastern time, excluding weekends and Seller holidays
- Service Requests supporting users of the Supported Products provided under this TOS will be classified as Simple or Complex:

- Simple MAC - system administration requests that affect one (1) specific user within one (1) system or application
- Complex MAC - system administration requests that affect multiple users, systems, or applications

Simple MACs Coverage

Table 4-2

Webex Contact Center Simple MACs	
Licensing and entitlement	Adding Agents to a Team
Device Management	Create/modify/delete agents
Number Management	Updating agent profile
Agent Skills Assignment	Resetting passwords

Service Request Fulfillment Process

The Service Request Fulfillment Process applies to Simple Webex Administrative tasks performed within Control Hub only and does not apply to Requests categorized as Events, Incidents, or Problems.

- A "Service Request" contains the information submitted by an authorized Customer representative to request for one or more system administration activities to be performed for the Supported Solution provided under the standard TOS

- A Service Request must contain the relevant information about the requested activity to be performed including affected user and systems

- It is the Customer's responsibility to interface with the user to determine the system administration requirements for a MAC and to provide all information necessary to complete a MAC

- Multiple system administration (MAC) activities can be included on a single Service Request; however, each individual MAC will be counted as a separate MAC activity for purposes of measuring performance and billing
  - For clarity a request to add a new user that requires the user be created in multiple systems, each configuration activity (i.e., adding a user in each systems) will be counted individually as a separate Simple Software MAC activity.

- A separate Service Request should be submitted for each site where support is requested

- Service Request Fulfillment supports the following tasks and workflows:
  - Service Request acceptance
  - Completion of Service Request according to defined Service Levels

- Service Request fulfillment monitoring, updates, and reporting
- Seller will fulfill properly authorized Service Requests with complete information as submitted by Customer within an agreed service objective based on the scope of the requested change
- If a Service Request is submitted with incomplete information, Seller will reject the request and Customer will resubmit the Service Request with complete information
- If Service Requests are consistently submitted with incomplete information, the Seller will raise the issue with Customer's primary point of contact to address within Customer's internal process
- Seller reserves the right to bill for any Service Request submitted with incomplete information that has to be resubmitted by Customer
- Upon contract award, a list of authorized representatives will be provided to Seller by Customer and updated as required over the term of the agreement
- For Complex system administration requests, Seller will scope the requested change and provide the requestor with an estimated time for the work to be performed, including supporting documentation to allow the necessary approvals to be obtained for the change to be implemented
- Seller will provide consultation to assist in developing the scope of Complex MAC requests in support of Customer's defined business requirements
- Work that requires the involvement of design engineer, project management, development effort, new and/or configured product will be considered out of scope

4.6. Performance and Capacity Management

- Performance and Capacity Management helps maintain performance of Supported Products against agreed service requirements by tracking key performance indicators and resource utilization levels against stated Customer requirements
- Seller will utilize Control Hub and various other tools to monitor the performance and capacity of Supported Products and Solutions covered under this TOS
- Periodically and as required, Seller will notify Customer of performance or capacity limitations and advise Customer on the actions required to resolve the condition
- Additional charges may apply to carry out recommended actions if performed by Seller or its sub-contractors; additional charges shall be approved by Customer in advance and in writing

4.7. Service Management

Seller will provide a Service Management portal to enable communication between the parties about the services delivered under this TOS. The service management portal is available for designated Customer personnel and serves as a shared workspace between Seller and Customer.

With the service management portal, Customer's designated personnel will be able to:

- Open new incident and service request tickets and check status of existing tickets
- Review reports indicating overall service performance, available reports include:
  - Incident Management - provides details regarding active or closed incidents during the reporting period
  - Service Request Fulfillment - provides details regarding the MAC activity completed during the reporting period

5. SERVICE LEVELS AND REPORTING

This section sets forth the Service Levels Objectives (SLOs) that will measure ConvergeOne's performance of the services to be delivered under this TOS.

5.1. Service Level Ramp Period

There will be a Ramp Period of sixty (60) days following the services start date under this Agreement. During the Ramp Period the SLOs will be monitored and measured, however, SLO's will not be in effect.

A Ramp Period of one ninety (90) days will apply for any new Supported Products or services to be added under this TOS. These additions will follow the contract change control process outlined in the TOS.

5.2. Definitions

There are descriptions and definitions of the SLOs that govern the services to be delivered under this TOS. The SLOs described in this TOS contain the following elements:

- **Definition:** The Service Level Description is the brief description of what service or performance the Service Level is measuring.

- **Formula:** The Formula is the equation used to calculate ConvergeOne's performance relative to the defined Service Level metric. This equation will be used to determine whether ConvergeOne is in default of a Service Level, and if so, the magnitude of the default.

- **Measurement Period**: The Measurement Period is the length of time for which the defined Service Level applies.

- **Data Source:** The Data Source details the source of data used in evaluating performance to the Service Level metric.

- **Reporting Interval:** The Frequency of Collection details the frequency of data collection for Service Level calculations.

- **Performance Target:** The service level goal for ConvergeOne for the respective service.

Minimum Service Performance: The minimum service performance required to be met for a particular SLO without being considered a failure to achieve the SLO.

5.3. Service Levels

Service Hours

Table 5-1

Service Desk	24x7x365; English Language Only
Proactive Monitoring	24x7x365; Events received from Sellers element monitoring system
Service Request Fulfillment	Normal Business Hours
Standard Maintenance Window	Time reserved daily from 2:00 AM to 4:00 AM Eastern Time, Sundays from Midnight to 6:00 AM eastern time, during which time Seller may perform maintenance activities such as updates, patching, etc.

- Normal Business Hours
    - Normal Business Hours are defined as the hours of 8:00 AM - 8:00 PM Eastern Time, Monday - Friday; excluding Seller designated Holidays ("Normal Business Hours")
    - The Managed Services described in this TOS are available during these Normal Business Hours unless otherwise stated within this document
- Overtime
    - Customer may contact the Service Desk to initiate support outside of Normal Business Hours
    - Overtime billing will not apply unless Customer specifically requests the work to be performed outside of the Normal Business Hours for the Supported Product
    - Requests for such services to be performed outside of Normal Business Hours will be billable as follows:
        - Standard Overtime - applies to work performed Monday to Friday (excluding Seller holidays) after 8:00 PM Eastern Time
        - Premium Overtime - applies to work performed on weekends and Seller holidays
            - Weekends begin on Saturday at 12:00 AM Eastern Time, and end Monday at 8:00 AM Eastern Time
            - Holiday overtime begins at 12:00 AM Eastern Time, the day of the holiday and ends at 8:00 AM Eastern Time, the next business day following the holiday
    - Requests for overtime support are subject to resource availability and acceptance by Seller

Incident Management - Remote Response

Seller will track and report to Customer the achieved remote response time on a monthly basis per the service commitment defined in the table below.

Table 5-2

Service Level	Performance Target	Minimum Service Performance
Remote Incident Response - Elapsed time from alarm receipt or Customer report of a trouble to the Seller's Voice Service Desk until electronic notification of Customer (e-mail)	**15 Minutes**	**90%**
Formula	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"	
Measurement Period	Monthly	
Reporting Interval	Monthly	
Data Source	ConvergeOne Ticketing System	

Service Request Fulfillment (MAC)

ConvergeOne will track and report to Client the achieved Service Requests completion time on a monthly basis per the service commitment defined in the table below. Service Level requires the Client to create ticket within ConvergeOne's ticketing system and submit all required information to process the Service Request.

Table 5-3

Service Level	Performance Target	Minimum Service Performance
Simple Software MACD - Elapsed time from Seller's receipt of a Service Request with complete information to the time the Service Request activity (MACD) is completed. **The number of activities per day to be supported within this SLA will be less than or equal to the included monthly volume of Simple Software MACs for the relevant billing month for which the services are provided, divided by the number of business days in the month.**	**1 Business Day**	**95%**
Formula	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"	
Measurement Period	Monthly	
Reporting Interval	Monthly	

Service Level	Performance Target	Minimum Service Performance
Data Source	ConvergeOne Ticketing Sy	

5.4. Service Level Exceptions

In addition to the Force Majeure and other provisions which excuse or mitigate Seller's obligations under the standard Terms of Service, ConvergeOne shall not be responsible for a failure to meet any SLOs to the extent that such failure is caused by any of the following:

- Infringements of third-party proprietary rights by Customer or their third-party contractors

- Willful misconduct or violations of law by Customer or their third-party contractors

- Managed Products that reach End of Support or similar manufacturer designation will result in a Service Level exception with regard to the measurement of SLOs under the standard Terms of Service

- Service reductions requested or approved by Customer and agreed to by the Parties through contract change control

- Events or conditions outside of Seller's control, including support from Customer's third-party contractors, or outages and failures requiring support from the manufacturer or other third-party vendors

- Customer's failure to permit timely access (including remote access) to the Managed Products

- Interruptions as a result of any third-party software, source code, operating system, or networking issues not caused by Seller

- Any act or omission of the Customer, its end-users or their representatives, contractors, agents, authorized invitees, successors or assigns, including, without limitation, any failure to comply with the terms and conditions of the standard Terms of Service

- Unavailability of required Customer personnel, including as a result of failure of Customer to provide Seller with accurate, current contact information

- Changes made by the Customer outside of the Change Management process or Change Management activity not authorized by Seller

- Changes to the Customer environment (including Customer or third party provided equipment, circuits and infrastructure), or malfunctions of products not supported under the standard Terms of Service, that have an impact on the performance of the solution provided under the standard Terms of Service (including the Managed Products)

- Customer is not able to consistently maintain Seller's minimum network performance targets; Improper or inaccurate network specifications provided by Customer; or any failure due to WAN or LAN network issue

- Failures caused by facility issues outside of the Seller's control including but not limited to power issues, electrical wiring issues, HVAC, etc.

- Failure of third-party vendors to fulfill service commitments under existing maintenance agreements or other agreements not provided by Seller

- Services or software to resolve any Incidents or Problems resulting from a third-party product or causes beyond Seller's control unless specified otherwise in the applicable Ordering Document(s)

- Planned downtime or any scheduled maintenance event

6. SOLUTION PRICING

6.1. One-Time Fees

Upfront Payment -The One-Time Fee will be $117,459.67 and invoiced in advance based upon the Customer signature of this ToS.

6.2. Monthly Recurring Fees

Table 6-1

Minimum Monthly Fees (Table 6-1)	
Description	**Minimum Monthly Fee**
Variable Minimum Monthly Fee:	$14,043.50
Total Minimum Monthly Fees:	**$14,043.50**

Table 6-2

Minimum Quantities and Unit Prices (Table 6-2)		
Description	**Minimum Quantity**	**Unit Price per Month**
Webex Contact Center Premium Concurrent Agent Overage	20	$170.00
Webex Contact Center Standard Concurrent Agent Overage	75	$130.00

6.3. Managed Carrier Services

Table 6-3

Minimum Quantities and Unit Prices (Table 6-4)		
Description	**Minimum Quantity**	**Unit Price per Month**
Telephone Number (Local DID)	104	$0.50
Concurrent Sessions - WxCC/CxMM	170	$4.95

6.4. Variable Usage Based Service Pricing

Business Voice & Fax Services

Table 6-4

Business Voice	
Usage Item	**Client Price**
Telephone Number (Local DID - Metered Trunk)	$.50/month
Toll Free Telephone Number (TF DID - Metered Trunk)	$1.00/month

Telephone Number Port Fee Expedited (within 48 hrs. of FOC)	$30/number
After Hours Port Fee	$300/order
Port Cancelation Fee	$15/number
Port Cancelation Fee-Expedited (within 48 hrs. of FOC)	$150/number
Emergency Services per call to ECC	$125/per call

6.5. Pricing Conditions

- Prices based on initial contract term of forty-eight (48) months

- Prices quoted in USD, and do not include applicable taxes which will be billed as a separate line item unless proper tax-exempt documentation is provided by Client in advance.

- Pricing for services described in this TOS are valid for sixty (60) days from date of proposal and binding throughout the initial order term upon full execution of the TOS by the parties

- Prices are subject to terms and conditions stated within this TOS and your Agreement

- Prices exclude any applicable fees, surcharges, or freight. Customer will be invoiced for these items when due

- The monthly fee above represents the minimum recurring fee for services based on your initial order. This fee may increase in any billing period where additional services are added/requested by Customer

- Incremental Users/Units above the Minimum Quantity of Users, will be charged monthly in advanced and the Additional Price Per User as indicated. ("Overage Fee"). Overage Fees will be invoiced in arrears.

- Any additional fees, including but not limited to fees related to Variable Usage Based Services or Carrier Services listed above will be invoiced in addition to minimum recurring fee ("Usage Fees"). Usage Fees will be invoiced in arrears.

- Unit Price does not include equipment related to IP Desk phones, including but not limited to, handsets, headsets, software installed on or related to those devices.

- Pricing includes all services as described in the standard TOS and Attachments. Any changes to the license quantities, service descriptions, Managed Sites, or Managed Products or Solutions may impact pricing. Changes will be subject to the Contract Change Control Process.

- The Parties hereby agree that this document constitutes an order for all Services described for the entire duration of the Term, plus any renewal or mutually agreed extension

6.6. Invoicing & Payment

- Upfront Payment - One-Time will be invoiced in advance based upon receipt of Customer signature on this TOS

- The Variable Monthly Fees will be invoiced quarterly, in advance commencing upon the sooner of either i) 120 days from this contract signature; or ii) the Service Activation Date and continue monthly for the duration of the of this contract term (48 months).

    o Seller will provide Customer with a written Transition Project Acceptance acknowledgement, which the Customer may either (i) sign as acceptance or (ii) dispute in writing to Seller within ten (10) days of receipt of such Transition Project Acceptance acknowledgement by Customer. If Customer provides written notice of a dispute, such Transition Project Acceptance shall be deemed to have occurred immediately once such defect(s) are remedied by Seller. If the Customer fails to either sign the Transition Project Acceptance acknowledgement or provide written notice of a dispute within ten (10) days of receipt, the terms of the Transaction Project Acceptance acknowledgement shall be deemed accepted by Customer. The Services Activation Date will be the first of the month following Transition Project Acceptance ("Services Activation Date").

    o Prior to Services Activation Date, ConvergeOne will prorate the Variable Minimum Monthly Fee based on the number of days during the month(s) in which Services are installed and ready for Customers use

- Seller will invoice Customer for Usage Fees in the billing period following the month the services are consumed. In the event that usage-based services are consumed by the Customer prior to Services Activation Date, Seller will invoice Customer for Usage Fees when consumed

- If Seller is unable to provide services by 90 days from Effective Date due to Customer's failure to fully perform its responsibilities as defined in Section 9 below, the Customer nevertheless remains obligated for the payment of the Minimum Variable Fee as set forth above

- Customer may receive separate invoices for One-Time Fees, Non-Recurring Services Fees, Minimum Monthly Fees, and Overage Fees (if applicable)

- If Customer's internal processes require issuance of purchase orders in order to allow timely payment of invoices due, Customer will issue such purchase orders in a timely manner to ensure invoicing and payment is carried out in accordance with the standard Statement of Work and Agreement

    o If Seller does not receive a purchase order from Customer in accordance with the above provisions, it will not release Customer from its obligations to pay Seller Services described in the standard Statement of Work

- Seller will be entitled to invoice Customer and Customer agrees to pay Seller for the Services and late payment charges in accordance with the standard Statement of Work and the Agreement

- Non-Recurring Services

  o The Total Minimum Monthly Fees include support for a volume of Simple Software MAC activities on the UC applications up to 2% of the monthly user volume per month

  o The allotted volume of MAC activities may be carried over from month-to-month within a quarter

  o If additional support is required beyond the included hours of support, services will be provided at additional charge as indicated below

  o On a quarterly basis Seller will review the actual Simple Software MAC activity performed and assess whether the actual volume of MACs supported is greater than the included volume of support

    ▪ If the actual volume of Simple Software MACs support performed during the quarter exceeds the included volume, the incremental MAC support will be charged at the quoted rates for the relevant support

    ▪ Any included MAC support that is not utilized within a given quarter will not be rolled over into future quarters

  o Incremental MAC support beyond the volumes included in the Total Minimum Monthly Fees above will be charged at the following rate:

    ▪ Simple Software MAC - $65.00 per transaction as a non-recurring fee

    ▪ Complex MAC

      • $190.00 per hour Normal Business Hours

      • $285.00 per hour Standard Overtime

      • $380.00 per hour Premium Overtime

      • 1/2 hour minimum for all orders

6.7. Term

The Initial Term of this TOS is from the Effective Date until forty-eight (48) months following Service Activation or 120 days or whichever comes sooner of the solution provided herein.

Termination and Termination Amount

- Termination for Convenience by Customer: In the event Customer elects to terminate Services for convenience per the Agreement, the Termination Fee shall be the total of all remaining Minimum Monthly Fees for the applicable Term

- Termination for Cause by Customer: In the event Customer elects to terminate Services for cause per the Agreement, the Termination Fee shall be the total of all remaining Minimum Monthly Fees for the applicable Term
- Termination for Cause by Seller: In the event Seller terminates Services for cause per the Agreement, the Termination Fee shall be the total of all remaining Minimum Monthly Fees for the applicable Term

7. CLIENT RESPONSIBILITIES

7.1. General Client obligations:

- Provide ConvergeOne remote access to all areas, network devices, servers, software, and/or cloud logins and other access necessary to deliver services to the items within the TOS
- Provide ConvergeOne access to Client IT staff that may need to be interviewed, queried or available for ConvergeOne to complete a given task
- Provide a physical or VM workstation or server that allows ConvergeOnes dedicated Managed Services to function 24x7x365 on clients internal network infrastructure. If Client does not have an adequate VM, workstation or server available, ConvergeOne will provide a probe server for a one-time fee
- Provide a single point of contact responsible for:
  - Understanding the business and technical requirements and who has the authority to make binding decisions on Clients behalf
  - Working with ConvergeOnes Project Manager to develop mutually agreed project schedule
  - Ensuring all Client responsibilities are completed in accordance with the project schedule
  - Attending all project status meetings
- Ensure availability of appropriate Client resources that will:
  - Assist in development and execution of applicable test plans
  - Provide accurate documentation for all existing systems and network
  - Provide all necessary IP addresses, subnet mask, and default gateways
- Provide a list of authorized representatives that can request support on Clients behalf, and identify technical and business personnel to ensure requirements can be defined and implemented expeditiously
- Provide a designated contact for approval and scheduling of product updates

- Resolve troubles associated with equipment not supported under this TOS and provide status of resolution efforts to ConvergeOne as appropriate

- Submit notification of changes to Clients environment according to the change management procedures agreed under this TOS

- Maintain agreements directly with the supported maintenance service providers
  Note: Services performed by the vendors will be paid by Client directly to the vendor

- Provide information relative to the supported maintenance service provider, including specific information relative to the agreed scope and service levels

- Provide ConvergeOne and the supported maintenance service providers, and other third parties to be managed under this TOS, with a Letter of Authorization (LOA) to allow ConvergeOne to initiate support with the respective third parties on behalf of Client

- End user calls will be handled by the Clients internal Help Desk. The end user help desk will provide the following with respect to the supported environment:
  - Receive calls requesting services from end users
  - Perform initial investigation to determine the requirements of a Service Request or the nature of the trouble reported and to confirm that the Request/trouble is related to the Supported Products
  - Gather appropriate information from the end user to provide to the ConvergeOnes services team for completion of a Service Request or further trouble isolation/diagnosis, including, but not limited to:
    - Description of trouble experienced
    - Description of Service Request
    - User location (address, building, floor, etc.)
    - User contact information
    - Other client specific information required
  - Provisioning and support of antivirus software and updates for the environment residing on equipment at Clients premises, such as agent PCs, supported under this TOS
  - Perform vulnerability assessments (if required) - any remediation support required by ConvergeOne will be at additional charge

7.2. E911 Client Obligations

- Customer is responsible for payment of all fees related to maintaining E911 regulatory compliance including recovery fees associated with device/user discovery, routing, and notification when 911 calls are placed and any applicable local, state, or federal taxes

- Customer is solely responsible for the maintenance and accuracy of site address and dispatchable location information being provided to the PSAP
  - All relevant dispatchable emergency location information to assist first responders in identifying location for any fixed telephony endpoints registered to the service
  - All relevant contact information including but not limited to name, phone number, email address, or pager address for emergency response personnel receiving emergency notifications
  - Actively testing and validating emergency call-back numbers and dispatchable locations thru 933 test call services

8. ATTACHMENT A - IMPLEMENTATION SERVICES

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

8.2. 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 master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and JACKSON COUNTY CIRCUIT ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If the Customers 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, 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. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between ConvergeOne 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.

8.3. Project Overview

This is a change order to the Jackson County initial deployment.

We will be adding the following new items to continue the separation of the Courts from the County.

Jackson County Courts require the following items to be completed as part of the ongoing Cisco C1CX deployment to replace the existing Avaya infrastructure.

- Deployment of a new standalone Webex Contact Center independent of the Jackson County instance
    - 9 Separate Business Groups
    - 20 Supervisor Agents
    - 75 Standard Agents

8.4. Project Timeline Expectations

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

8.5. 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 Customers business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne 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.

Cisco Contact Center

Webex Contact Center Business Groups
ConvergeOne will conduct requirements gathering and call flow design for the business group(s) defined below to achieve the desired outcomes of this project. All Webex Contact Centers currently require the use of an E.164 formatted dial plan for processing calls.

Webex CC Foundation Business Groups
Up to 9 foundation business group(s). Each business group is defined as:

- Single Site
- Up to (25) Agents
- Up to (1) Queue
- Up to (3) DNIS / Entry Points
- Simple Complexity

- DTMF Menu's up to 2 levels deep

- Excludes Database dips

- Functionality for in/out of hours, meeting, holiday, and emergency treatment are included

User Acceptance Testing

To allow for proper unit test by ConvergeOne, the Customer needs to provide a minimum of (3) test accounts within their domain. ConvergeOne will support a single contiguous UAT phase per Business Group that is in scope. The number of support days included in the scope for each Business Group is detailed below. All UAT support will be performed remotely. If additional UAT support is required, or it is determined that JACKSON COUNTY CIRCUIT would prefer onsite UAT support, ConvergeOne will provide an estimate for the additional effort via the Change Management Process.

During the UAT phase of the project, ConvergeOne will require user accounts to fully validate the system. Any of those accounts needed on systems outside of ConvergeOne's control will be provided by the customer where applicable.

It is assumed that all customer UAT activities will complete in a contiguous 2-week window. If additional UAT support is required, or it is determined that JACKSON COUNTY CIRCUIT would prefer onsite UAT support, ConvergeOne will provide an estimate for the additional effort via the Change Management Process.

   Up to nine (9) Foundation Groups - Four (4) hours for each group.

Webex CC Reporting Specialist

ConvergeOne will make a Reporting Specialist available to address any reporting needs and concerns that are presented after the project launch. The Reporting Specialist will be available for up to four (4) hours to discuss contact center reporting, as well as analyze and address gaps that are found by the customer. These hours can also be used for the Reporting Specialist up to 1 week after the product launch to work with business owners and reporting users to address additional questions and concerns.

Report customization is not included in these hours. If needed, ConvergeOne will identify the requirements and developmental costs for custom reports. Then the Project Manager and the customer can use the Change Management process defined within this document to add the additional scope.

Reporting Specialist Skills

- Report mentoring.
- Answer questions regarding reporting concerns or issues.
- Report scheduling and emailing.
- Database schema questions

Training

ConvergeOne's training resources will provide all training & mentoring, **remotely.** The training schedule will be coordinated by the Customer, Project Manager, and Training Resource Administrator. Unless something else is agreed upon by all parties, training days will be made up of no more that (4) consecutive training sessions per day. Recording of these sessions are NOT available, if a recording is desired a Train the Trainer engagement is required. ConvergeOne training is proprietary and constitutes intellectual property that is solely owned by ConvergeOne/GTS.

Agent Desktop Training
Scope includes 8 sessions.

- Session Time: up to 1.5 hours with a 30-minute break between each session.
- Number of students per session: up to 15

Supervisor Desktop Training
Scope includes 2 sessions.

- Supervisors must attend Agent Desktop Training first
- Session Time: up to 2 hours with a 30-minute break between each session.
- Number of students per session: up to 15

Report End User Training
Scope includes 2 sessions.

- Session Time: up to 2 hours with a 30-minute break between each session.
- Number of students per session: up to 15

Remote Report Admin Mentoring
Scope includes 2 sessions.

- Session Time: Up to 1 hour with a 30-minute break between each session.
- Number of students per session: up to 3

Remote Desktop Admin Mentoring

Scope includes 1 session.

- Session Time: up to 1.5 hours with a 30-minute break between each session.
- Number of students per session: up to 3
- Topics include:
  - System settings
  - Call Variables
  - Phone Books
  - Desktop Layout
  - Team Resources
  - Reason Codes
  - Workflows

Any of the remote mentoring sessions may be recorded for future use by the customer but may not be shared outside the company. ConvergeOne training is proprietary and constitutes intellectual property that is solely owned by ConvergeOne.

ConvergeOne strongly recommends that the customer attends a formal Cisco Administration training course with a Cisco training partner before beginning the mentoring sessions.

Day 1 Migration Support

ConvergeOne 's Training resources will provide up to 9 business day(s) of the following.

- Business-day references the possibility of multiple resources providing;
  - Contact Center End User Support on Cisco Phones, Agent, Supervisor and Reporting.
- The Training Team;
  - Will observe all Agent processes using Cisco Agent and Supervisor
  - Will address any user related questions and process discrepancies.
  - Will report any system anomalies to the CC engineer.
  - Will act as the liaison between Agent and Supervisors to test and troubleshoot a solution or a fix created by the engineering team.

Launch

The production launch support of the solution is defined as follows:

Table 8-1

Cutover		Description of what is Launching	# Quantity of ConvergeOne Resources	Day 1 Support
1 Family Court - Main	Remote	Family Court - Main	1-PM, 1-CCE, 1-CCD	4 hours
2 - Circuit Court - Courthouse Group 1	Remote	Circuit Court - Courthouse Group 1	1-PM, 1-CCE, 1-CCD	4 hours
3 - Circuit Court - Courthouse Group 2	Remote	Circuit Court - Courthouse Group 2	1-PM, 1-CCE, 1-CCD	4 hours
4 - Circuit Court - Courthouse Group 3	Remote	Circuit Court - Courthouse Group 3	1-PM, 1-CCE, 1-CCD	4 hours
5 - Circuit Court - CIT	Remote	Circuit Court - CIT	1-PM, 1-CCE, 1-CCD	4 hours
6 - Circuit Court - Civil Process	Remote	Circuit Court - Civil Process	1-PM, 1-CCE, 1-CCD	4 hours
7 - Circuit Court - Criminal	Remote	Circuit Court - Criminal	1-PM, 1-CCE, 1-CCD	4 hours
8 - Independence and Cave - Civil Records	Remote	Independence and Cave - Civil Records	1-PM, 1-CCE, 1-CCD	4 hours
9 - Independence and Cave - Criminal	Remote	Independence and Cave - Criminal	1-PM, 1-CCE, 1-CCD	4 hours

Launch support will be provided during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM local time) by remote resources. Should additional support be required, these services will be managed via the Change Management process defined within this document.

All cutover events will be scheduled over the course of a three-week period to allow for the continuity of operations and resources to perform all required tasks. Any interruptions or stoppages during these cutover events will potentially lead to further delays and potential change requests being required to allow for the increase in time and effort required to complete the scheduled cutover events.

Contact Center General Exclusions

- Prompt Recordings
- Default features will be enabled
- New functionality not identified as in-scope

Contact Center Deliverables

ConvergeOne will provide the following deliverables as part of this project.

Plan & Design Phase

Business Requirements Document- Identifies the business requirements of the solution as gathered through the discovery process.

Business Design Document - Represents the final "to be built" document. The Business Design Document represents the final solution design.

Visio Call Flow - Delivered in PDF format, this document provides the detail on how the scripts will be built in the CC solution.

Agent Worksheet - Represent the Agents to be configured in the CC Solution along with Skill Group assignment, defines supervisors and teams.

8.6. Project Management

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

Project Manager

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

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

8.7. 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 ConvergeOne 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 ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne 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 modified purchase order.

8.8. 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 Customers behalf.
- Working with ConvergeOne 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.

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 ConvergeOne 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.

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.

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

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 ConvergeOne 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.
- ConvergeOne will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. ConvergeOne 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. ConvergeOne 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 ConvergeOne 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 ConvergeOne and its subcontractors, ConvergeOne 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 ConvergeOne 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.

- VPN access will be provided to ConvergeOne 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.

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 to have 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 to ensure 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. ConvergeOne 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 ConvergeOne.

- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for firmware updates through a change order and billed at an additional fee.

9. ATTACHMENT B - MANAGED SITES

Table 9-1

Site Name	Site Address
3 KANSAS CITY, MO	1305 Locust St Kansas City, MO 64106-2912
Family Court (Family Justice Center)	625 E 26th Street, Kansas City, MO 64108
Donaldson House	500 E 26th Street, Kansas City, MO 64108
Nate Lynn Building	501 E 27th Street, Kansas City, MO 64108
Jackson Building	2719 Gillham Road, Kansas City, MO 64108
Haley Building	2717 Gillham Road, Kansas City, MO 64108
Kemp Building	2729 Gillham Road, Kansas City, MO 64108
Hilltop	301 NW Gregory Blvd, Lee's Summit, MO 64064
Resource Services	103 N Main, Independence, MO 64050
EJCC (Independence Courthouse)	308 W Kansas, Independence, MO 64050
Record Center (Caves)	1560 W Geo-Space Drive, Independence, MO 64056
Kansas City Courthouse	415 E 12th Street, Kansas City, MO 64106
Albert Riederer Community Justice Complex	1315 Locust Street, Kansas City, MO 64106
Community Justice Building	1305 Locust, Kansas City, MO 64106

10. ATTACHMENT D - CONTRACT CHANGE CONTROL

If changes are identified by either party during the provision of services that affect the scope, content, methods, or schedule set forth in this TOS, they must be agreed upon, documented and tracked within a Change Request ("CR"). When one party initiates a CR (the "Requesting Party"), the other party ("Responding Party") will use reasonable efforts to respond to such CR within ten business days of receipt. Further, both parties will use reasonable efforts to either fully execute such CR, or mutually agree to abandon such CR, within fifteen business days of the Responding Party's receipt of the CR.

The parties must agree in writing to any change to the TOS. The following procedure will be used to control a CR:

- Client or ConvergeOne will initiate the process by providing the other Party written notice of the CR, including all relevant information necessary for the other Party to evaluate the request.

- Upon receipt of a CR, the Responding Party will assess the requested change and inform the Requesting Party of the result of the assessment within a mutually agreeable period.

- If rejected, the Responding Party will provide written reason for the rejection and if appropriate any alternatives.

- If both parties agree to proceed, both parties will work to document requirements and associated effects on this TOS.

- ConvergeOne will prepare a plan setting forth the scope, schedule and estimated costs associated with implementing the CR.

- The Client accepts the CR and associated costs, changes will be amended to the TOS. If rejected, ConvergeOne will provide services as agreed to under the current TOS.

- Neither party is under any obligation to accept any CR to this TOS.