



VCP Customer: Yes  
 VCP ID #: 0009999991  
 Master Sales Agreement #: C12029-PS

Date: 3/29/2023  
 Page #: 1 of 2  
 Documents #: OP-000742740  
 SO-000830826  
 Solution Name: Microsoft Teams Voice with  
 Direct Routing Configuration  
 Set-Up Services  
 Customer: Town of Apex

## Solution Summary

### Microsoft Teams Voice with Direct Routing Configuration Set-Up Services

<b>Customer:</b> Town of Apex	<b>Primary Contact:</b> Erika Sacco
<b>Ship To Address:</b> Install Sites	<b>Email:</b> erika.sacco@apexnc.org
<b>Bill To Address:</b> 105 UPCHURCH ST APEX, NC 27502	<b>Phone:</b> (919) 249-3312
<b>Customer ID:</b> TOWAPE0001	<b>National Account Manager:</b> Carrie Tish
<b>Customer PO:</b>	<b>Email:</b> CTish@convergeone.com
	<b>Phone:</b> +16517966702

Solution Summary	Billing Frequency	Due	Total Project
Professional Services	One-Time	\$37,414.00	\$37,414.00
<b>Project Subtotal</b>			<b>\$37,414.00</b>
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
<b>Project Total</b>			<b>\$37,414.00</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

ACCEPTED BY:

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

SELLER:  \_\_\_\_\_

DATE: 04/11/2023

TITLE: \_\_\_\_\_

TITLE: Regional Vice President

## Master Agreement Rider

## Master Agreement Rider

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
1	Professional Services	Professional Services				\$37,414.00

# ConvergeOne Statement of Work



## Microsoft Teams Voice with Direct Connect Configuration

PREPARED FOR: Town of Apex

PREPARED BY: Carrie Tish  
National Account Manager  
CTish@convergeone.com

Mike Beatty  
Principal Solutions Architect  
MBeatty@convergeone.com

REFERENCE: Opportunity: OP-000742740  
Solution: SO-000830826  
Quote(s): QU-000469438

DATE: March 28, 2023

**TABLE OF CONTENTS**

1. Confidentiality Notice .....	3
2. Scope of Work - Terms and Conditions .....	3
3. Project Timeline Expectations .....	4
4. Project Overview.....	5
5. High-Level Architecture .....	6
6. Project Scope of Services .....	7
7. Project Management.....	15
8. Change Order Process .....	16
9. Milestone and/or Project Acceptance .....	16
10. Customer Responsibilities .....	17
11. Professional Services Assumptions .....	18
12. Professional Services Pricing and Billing Schedule .....	20
13. Customer Authorization to Proceed .....	21

## 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.

## 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 Town of Apex ("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.

### 3. 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.

The expected duration of this project has been budgeted at four (4) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

## 4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Microsoft Teams Voice with Direct Connect Configuration project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

The town of Apex, NC has an aging Avaya phone system and has seen a shift toward remote workers over the past couple of years. They desire to modernize their phone solution to leverage Microsoft Teams for their users in support of their municipal services. This proposal is built on the recommendation for a Microsoft Teams Direct Routing as a Service solution that is hosted by ConvergeOne. There are three new analog gateways that will be configured to support those devices at Town Hall, Public Works, and the Police Department along with one existing gateway at the fire station.

There will be approximately 20 people working in a basic contact center capacity with call queues and auto-attendants. Initially, a knowledge transfer session led by ConvergeOne will educate Apex on the Microsoft Teams out-of-box capabilities and assist in the setup of call queues and the first five auto attendants.

Most users will use Bluetooth or wired headsets with their Teams softphone client, and there are up to ten (10) Teams-compatible phones will be configured in this effort. There is an existing Surface Hub in a conference room with another one ordered, and the enrollment of this Teams room system is also included in the scope. There are about 250 phone users that will require Microsoft Teams Phone System licensing (to be acquired by Apex prior to the start of this engagement with their current license provider).

**4.1.** This statement of work is written with the assumption the customer will provide unfettered/direct access to both the Office 365 tenant and any related on-prem infrastructure to ConvergeOne during the length of this project. Should that not be the case, a Change Request can be completed to account for the estimated 50% increase in time required to successfully complete this project.

### **4.2. Project Location(s)**

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

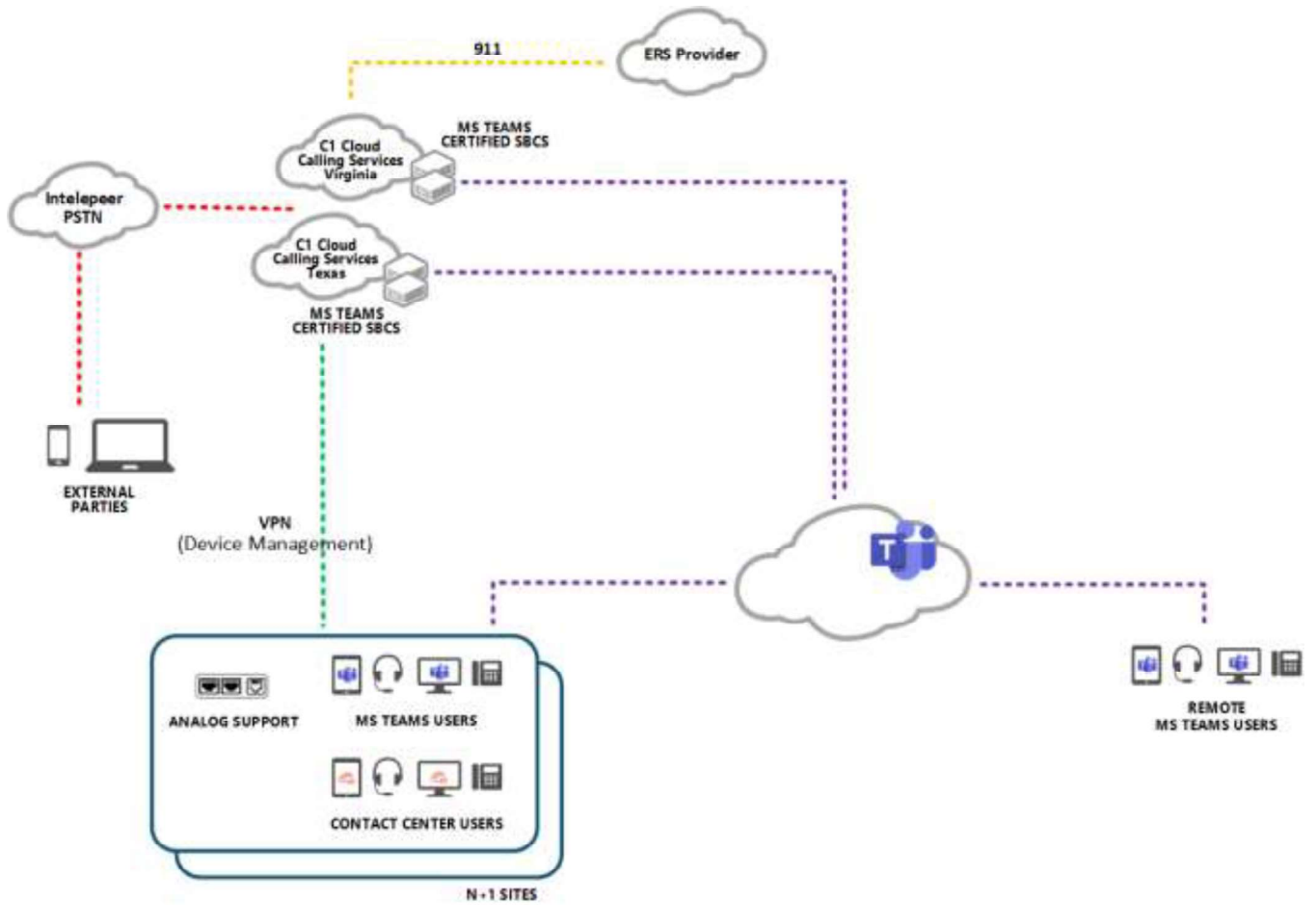
**Table 4-1**

Site Name	Site Address
Apex, NC	73 HUNTER ST APEX, NC 27502

## 5. HIGH-LEVEL ARCHITECTURE

### 5.1. Proposed Architecture

*Exhibit 5-1*





## 6. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. 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.

### Project Overview

The town of Apex, NC has an aging Avaya phone system and has seen a shift toward remote workers over the past couple of years. They desire to modernize their phone solution to leverage Microsoft Teams for their users in support of their municipal services. This proposal includes a configuration, deployment of Teams Phone System, and phone number porting to Direct Routing as a Service (DRaaS) hosted by ConvergeOne. There are four analog gateways that will be configured to support those devices at Town Hall, Public Works, Fire Dept, and the Police Department.

There are nine people working in a basic contact center capacity with call queues and auto-attendants. During the design session, ConvergeOne will present the Microsoft Teams out-of-box capabilities and assist in the setup of call queues and the first five auto attendants.

Most users will use Bluetooth or wired headsets with their Teams softphone client, and there are five (5) Teams-compatible phones will be configured in this effort. There is an existing Surface Hub in a conference room with another one ordered, and the enrollment of this Teams room system is also included in the scope. There are about 250 users for Teams Phone services in scope, and Microsoft Teams Phone System licensing will be acquired by Apex prior to the start of this engagement with their current license provider.

AudioCodes MediaPack analog telephony adapters are also included in this scope to bring dial tone to about 50 analog devices that will also connect to the solution through new three analog gateways and the one existing AudioCodes analog gateway at the fire station.

### 6.1. Microsoft

#### Teams

##### E911

If E911/911 services are selected and implemented for the location(s) covered by this, customer acknowledges that (a) That the seller's implementation of the E911/911 services will be in accordance with the E911/911 documentation, (b) That such implementation does not ensure customer compliance with any regulations applicable to

such E911/911 services, including but not limited to Kari's Law act of 2017, or the applicable provisions of Ray Baum's Act, and (c) That it is the obligation of the customer to ensure such compliance.

**Table 6-1**

<b>Microsoft Teams</b>	
Number of Microsoft Teams users	250
Include Readiness Assessment	Y
Include Production Deployment	Y
Number of online user migration events (<= 500 seats)	1
Include Voice Deployment	Y
Include Audio Conferencing	Y
Number of MTR/Collab Bars/Surface Hubs to provision	1

### **Readiness Assessment**

Perform a Microsoft Teams Readiness Assessment to identify potential solution blockers and recommended remediation actions

- Customer is responsible for implementing recommended remediation actions discovered during assessment. ConvergeOne may assist with re mediation upon completion of a project change order if required.

### **Design and Planning - Voice**

Teams voice planning covers:

- Direct Routing as a Service (DRaaS)
- User personas
  - Expectations
  - Device options
  - Bandwidth requirements
- Voice configuration
  - Dial plans
  - Voice routes
  - Toll/toll-free calling
  - Toll bypass considerations for international meetings
- Call routing with legacy PBX solutions
- Voicemail and retention policies

- Mainline behavior
- Boss/admin/delegate functionality
- Clients and devices
  - Desktop phones
    - Teams certified
    - Teams compatible/3PIP/SIP
  - Receptionist/attendant consoles
    - hardware and/or software solutions
  - Soft clients
  - Headsets
  - Webcams
  - administration and management
- Policies
  - Calling Line Identity (Caller ID)
  - Calling
  - Call Hold
  - Emergency Calling and Emergency Call Routing
  - Security and Compliance
  - Voicemail
  - Voice Routing
- Common area phones
- Language support
- Up to **five (5)** Auto Attendants, Dial-In Conference Numbers and Call Queues per site
- Up to **one (1)** Call Park Orbit per site
- Conduct emergency calling workshop to draw out considerations and requirements
  - Discovery and collection of site location, network, and port data
  - Dynamic E-911
  - Local, state, and national regulations
  - Civic addresses for static emergency calling (if required)
  - MLTS notifications

- 3rd party emergency call handling integration (if required)
- Public Internet egress IP identification
- Call blocking
- Voice analytics, reporting, and monitoring
- Call accounting solutions
- Analog devices
  - Analog gateway(s)
  - Paging/warehouse bell
  - Faxing
  - Alarm/emergency call
  - Fire alarms
  - Regular analog phones

It is recommended that life-safety equipment such as elevator phones, fire and security alarms and monitoring, etc be connected directly to the PSTN and not through analog gateways.

**Table 6-2**

Teams Voice	
Number of Sites Enabled for Voice	4
SBC platform	Other
Number of Analog Gateways	4

**Design and Planning Meeting & conference room/huddle space/focus room solutions**

- Resource account provisioning
  - Azure Active Directory account
  - Calendar processing & automatic replies
  - Resource account capacity, features, & properties
  - Mail tips
  - Third-party meeting join (Zoom, WebEx, etc.)
  - Modern Auth & multi-factor authentication
  - PSTN number assignment
  - Admin calendar access/room manager
  - Exchange room lists

- Local content presentation
  - HDMI ingest
  - Wireless (Wifi/Miracast/Airplay)
- Monitoring & alerting solutions
  - Nectar
  - IR Prognosis
  - Azure
- Management, analytics, and administration
  - Teams Admin Center
  - Endpoint Configuration Manager
- Licensing & related features
  - Basic
  - Pro
  - Policies Assist with enrolling the existing Surface Hub to Microsoft Teams
- Network and security requirements and considerations

## **Deployment - Production Environment**

### **Configure Production Teams Components**

Configure environment per the approved design, including but not limited to:

- Up to one (1) Microsoft Office 365 tenants
- Policies
  - App settings
  - Archiving, expiration, and retention
  - Caller ID
  - Classification
  - Guest access
  - Meetings
  - Messaging
  - Security and Compliance
  - Teams and channels (creation and naming)
- Coordination with DRaaS provider (ConvergeOne Cloud Operations)
- Configuration of DRaaS SBCs in Teams tenant

- Analog gateway(s) for connectivity of analog device(s)
- Room systems/collab bars - Rooms may be equipped with a combination of Microsoft Teams Room (MTR) systems, Microsoft Teams Certified Collab Bars, Teams Certified Conference Phones, and/or Surface Hubs. This is the tenant account and policy configuration and configuration of device settings. This does not include physical installation/setup.

## **Emergency Calling**

### **Tenant configuration**

- Dispatchable locations for emergency calling (E-911) (if required)
- MLTS notifications for emergency calling (if required)
- Emergency Calling policies
- Emergency Call Routing policies
- Emergency numbers

## **Enable Production Users**

- Enable production user accounts for Microsoft Teams
- Provide tier-3 support escalation to the support team for up to 1-day after each provisioning event

## **Telephone Number Porting**

The Customer is responsible for authorizing the telephone number porting process by ConvergeOne, by completing the Letter of Agency (LOA). ConvergeOne shall provide guidance for porting data collection, and shall manage the submission of porting request(s). This effort pertains to those locations identified in this SOW document. Both the Customer and ConvergeOne agree that ConvergeOne is not responsible for the portability of any individual number, or group of numbers, and the execution of the Professional Services Project Completion Form shall not be withheld by Customer for any delays in the porting of the numbers.

- ConvergeOne, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- ConvergeOne shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location, or 90 days from submission, whichever occurs first;
- Any additional port rejections will be the responsibility of the Customer;

- The customer shall provide ConvergeOne all appropriate Letters of Authorization ("LOA"s), billing information, and authorized signer information for each location;
- Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

#### **Additional Teams Tasks**

- Assist Teams registration for up to ten (10) certified Teams Phones

#### **Out of Scope**

- Configuration changes to third-party systems not listed in this proposal.
- Placement of endpoint devices.
- End-user training is not included in this scope
- Troubleshooting issues related to the core deployments of Active Directory, Exchange, existing Lync/Skype for Business infrastructure, Office 365 tenant, and underlying hardware and storage is out of scope of this proposal and will be billed separately on a time and materials basis.
- Troubleshooting issues related to the network infrastructure is out of scope for this proposal and will be billed separately on a time and materials basis.
- Configuration, firmware updates, or troubleshooting of devices purchased through a vendor other than ConvergeOne will be billed separately on a time and materials basis.

#### **Teams**

- Placement of physical room systems or other endpoint devices.
- Quality of Service detailed configurations for network equipment are not included in this proposal.
- The implementation of QoS in network infrastructure is out of scope. Additionally, the deployment of Group Policy Objects (GPOs) for the deployment of QoS are also not in scope.
- Any vendor-specific phone features not controlled by Microsoft Teams or Skype for Business Policies are out of scope for this engagement.

## Deliverables

The following table describes the deliverables that may be included as part of this proposal:

- Project Plan & Schedule - Describes the project tasks dependencies and timeline for a completion of milestone

## Teams

- Voice Site Worksheets - Spreadsheets detailing the specific configuration for a Microsoft Teams voice site. Includes applicable PSTN usages, gateways, dial plans, voice policies, voice routes, voice route policies, normalization rules, firewall rules, and requirements.
- Phone System and Conferencing Worksheets - Document covering site architecture/requirements, Phone System features design decisions including auto attendants and call queues.

## Microsoft Modern Workplace Specific Customer Responsibilities

- Verify and complete forms and questionnaires from ConvergeOne consultants or engineers in a timely fashion.
- If requested, provide comprehensive documentation for existing network and system deployments, including physical and logical schematics, prior to service commencement.
- Customer to assist with making changes to Active Directory, ADFS, AAD Connect, Azure Active Directory and the global Office 365 tenant in a timely manner as requested to facilitate ConvergeOne responsibilities based on agreed upon schedule.
- If requested, designate ConvergeOne as the Microsoft Claiming Partner of Record (CPOR) for Office 365 and/or Azure services in scope with this Statement of Work.
  - onmicrosoft.com domain name: apexnc.org
  - Tenant ID: 1c6e531a-a916-4e3f-a5bd-4fa33591e4a8

## Teams

- Customer will process Letter of Authorization (LOA) for porting numbers to the new solution if needed.
- Provide independent administrative access to the Microsoft Teams and Skype for Business areas of the Office 365 tenant.
  - Teams Service Admin
  - Skype for Business Admin



- Global Read Only/Azure Global Reader
- Customer is responsible for providing legacy PBX resources for any programming and reconfiguration on legacy PBX environment or carrier infrastructure.
- Customer to provide location maps and blocks of numbers for emergency dialing configuration associated with the enabled users. Additionally, customer to provide subnet and contact information for each subnet.

### **Microsoft Modern Workplace Specific Technical Assumptions**

- All users enabled for telephony in Microsoft Teams will have a proper E.164 formatted number.
- All users enabled for telephony have a phone number/extension that is unique throughout the organization.
- Network equipment (routers, VLANs, switches, SD-Wan, DNS, firewalls, etc.) are configured properly to allow access between sites, service providers, and Microsoft Teams for voice. Significant troubleshooting or remediation may require a Change Request for the additional scope that is not included in this SOW.
- All locations have unique IP ranges

## **7. 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.

### **7.1. 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. 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.

## 9. MILESTONE AND/OR PROJECT ACCEPTANCE

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

## 10. CUSTOMER RESPONSIBILITIES

### 10.1. 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.

### 10.2. 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.

### 10.3. 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.

## 11. 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.

### 11.1. General Assumptions

- Unless explicitly stated otherwise, all services will be delivered remotely
- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding 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.

## 11.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible 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.

## 12. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between the Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees, duties, or other amounts, however, designated and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

### 12.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

**Total Price: \$37,414.00**

- Milestone 1 (30%) - Project Initiation - Kick-Off Meeting, Resource Assignment
- Milestone 2 (30%) - Planning and Design - Project Plan, Design
- Milestone 3 (30%) - Seller Solution Validation - Solution Validation Plan completed, system validated ready for client UAT
- Milestone 4 (10%) - Final Customer Acceptance of the Project

### 12.2. Project Expenses:

There are no anticipated project-related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arises, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make a reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

### 13. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

**Customer's Authorized Representative:**

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Signature

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Printed Name

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Title

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Date

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PO Number