

## Solution Summary

### Summary Maintenance Services Order Form

<b>Customer:</b> Town of Saratoga - Police Dept	<b>Quote #:</b> SO-000842853
<b>Bill To Address:</b> PO BOX 486 SARATOGA, WY 82331	<b>Quote Date:</b> 5/23/2023
<b>Customer ID:</b> VTWOWSAR0001	<b>Quote Valid Until:</b> 7/22/2023
<b>Contact:</b> Mike Morris	<b>Master Maintenance Agreement #:</b>
<b>Contact Phone:</b> 3072628316	<b>Region:</b> Mountain SW
<b>National Account Manager:</b> Austin Goodwin	<b>Customer PO:</b>
<b>Email:</b> agoodwin@convergeone.com	

Supported Sites Address, City, State, Zip	Sold To	Total Annual Price
110 E SPRING ST, SARATOGA, WY, 82331		\$7,812.99
The term of this contract is for 36 months.	Total Annual Payment	\$7,812.99
Contract Term Date: 8/1/2023-7/31/26	Total Value for this MSO	\$23,438.97

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

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

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

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

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

For Maintenance Services or Managed Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows: upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

**Special Comment to Solution Summary:**Attachment A**LIMITATIONS OF LIABILITY**

Notwithstanding any contrary provisions contained the in Legacy Master Agreement, ConvergeOne and Customer acknowledge and agree to the following:

(a) Customer acknowledges that the Services may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customer's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond ConvergeOne's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of ConvergeOne or its third party suppliers); (v) if Customer's equipment fails to function, is not properly configured or is defective.

(b) SHOULD CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONVERGEONE, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONVERGEONE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL CONVERGEONE BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EVEN IF CONVERGEONE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, CONVERGEONE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD-PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER.

ACCEPTED BY:

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

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

## Supported Site Details Appendix

<b>Customer</b>	Town of Saratoga - Police Dept	<b>Quote #</b>	SO-000842853
<b>Customer ID</b>	VTWTOWSAR0001	<b>Quote Date</b>	5/23/2023

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

Site Detail					
Address, City, State, Zip		Sold To	Address Code		Total Annual Price
110 E SPRING ST, SARATOGA, WY, 82331			SHIP3		\$7,812.99
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price
1	VTWHCH-MON-911	C1 E911 Monitoring Services Comment: C1 Monitoring Services for 911 Comment: Town of Saratoga CSC Monitoring & Support. This is a 1 YR Renewal of 911 Managed Service we have provided for 1 year. 24/7/365 support for monitoring and CSC support with 2 Hr. response for Severity 1 Tickets, 4 Hr. response for Severity 2 Tickets. Existing monitoring in place today. Support by the existing 911 Field Technicians in Wyoming. Contract Term Date: 8/1/2023 -7/31/2024		\$7,812.99	\$7,812.99
Total Annual Price					\$7,812.99
Total Value for Site					\$23,438.97