

COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, “the County”), on behalf of Natividad Medical Center (“NMC”), a general acute care teaching hospital wholly owned and operated by the County, and _____ (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: _____
_____.

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$_____.

3. **TERM OF AGREEMENT.**

3.1. The term of this Agreement is from _____ through _____ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.1. CONTRACTOR warrants that CONTRACTOR and Contractor’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent

employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Business Name: ConvergeOne, Inc.
Attn: Legal Department
Address: 10900 Nesbitt Avenue South
City, State, Zip: Bloomington, MN 55437
FAX: _____
Email: _____

15. MISCELLANEOUS PROVISIONS.

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

ConvergeOne, Inc.
Contractor's Business Name*** (see instructions)

Gerry Pearce
Signature of Chair, President, or Vice-President

Gerry Pearce, EVP, East + Central
Name and Title

Date: 1/19/2022

By: Rui Goncalves
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Rui Goncalves, Secretary
Name and Title

Date: 1/19/2022

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Sells*
Monterey County Deputy County Counsel

Date: 1-7-22

APPROVED AS TO FISCAL PROVISIONS

By: *Gary Gibonsy*
Monterey County Deputy Auditor/Controller

Date: 1-7-22

CONTRACTOR

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date: _____

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Solution Summary

BE7K Servers

Customer: NATIVIDAD MEDICAL CENTER Ship To 1441 Constitution Blvd Address: Salinas, CA 93906 Bill To Address: 1441 Constitution Blvd Salinas, CA 93906 Customer ID: C1SNATIVI0001 Customer PO:	Primary Contact: Casey Bialas Email: bialasc@natividad.com Phone: (831) 755-4111 National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$4,941.21		One-Time		\$4,941.21
Hardware	\$106,598.73		One-Time		\$106,598.73
Maintenance					
CISCO Maintenance	\$8,069.04		Prepaid		\$8,069.04
Project Subtotal	\$119,608.98				\$119,608.98
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$119,608.98				\$119,608.98

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 County of Monterey Agreement for Services (the "Agreement") in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and the County of Monterey, on behalf of Natividad Medical Center ("Customer" or "Buyer"). 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) the Agreement, (ii) 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), and (iii) Attachment A to the Agreement (if applicable).

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.

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

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____

TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	BE7H-M5-K9	Cisco Business Edition 7000H (M5) Appliance, Export Restr SW		3	\$35,532.91	\$106,598.73
2	CON-SNTP-BE79M5KH	SNTP-24X7X4 Cisco Business Edition 7000H (M5) Applia	36	3	\$1,957.30	\$5,871.90
3	BE7K-PSU	Cisco UCS 1050W AC Power Supply for Rack Server		6	\$0.00	\$0.00
4	BE7K-NIC1	Intel i350 Quad Port 1Gb Adapter		6	\$0.00	\$0.00
5	BE7K-PCIERISER	Riser 1B incl 3 PCIe slots (x8, x8, x8); all slots from CPU1		3	\$0.00	\$0.00
6	BE7K-RAIDCTRLR	Cisco 12G Modular RAID controller with 4GB cache		3	\$0.00	\$0.00
7	BE7K-DISK	300GB 12G SAS 10K RPM SFF HDD		72	\$0.00	\$0.00
8	R2XX-RAID5	Enable RAID 5 Setting		3	\$0.00	\$0.00
9	BE7K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v		36	\$0.00	\$0.00
10	BE7K-CPU	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz		6	\$0.00	\$0.00
11	VMW-VS6-FND-K9	Embedded License, Cisco UC Virt. Foundation 6.x (2-socket)		3	\$1,647.07	\$4,941.21
12	CON-ECMU-	SWSS UPGRADES Embedded License, Cisco UC Virt. Foundat	36	3	\$732.38	\$2,197.14

VMWVS6FN

13 R2XX- DMYMPWRCORD	No power cord option	6	\$0.00	\$0.00
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Solution Summary

Meraki Budget Quote

Customer: NATIVIDAD MEDICAL CENTER Ship To Address: 1441 Constitution Blvd Salinas, CA 93906 Bill To Address: 1441 Constitution Blvd Salinas, CA 93906 Customer ID: C1SNATIVI0001 Customer PO:	Primary Contact: Tim Fitzgerald Email: FitzgeraldTR@natividad.com Phone: 831-783-2716 National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$109,471.35		One-Time		\$109,471.35
Project Subtotal	\$109,471.35				\$109,471.35
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$109,471.35				\$109,471.35

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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.

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

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	LIC-MS120-8LP-3YR	Meraki MS120-8LP Enterprise License and Support, 3 Year		4	\$66.14	\$264.56
2	LIC-MS120-8FP-3YR	Meraki MS120-8FP Enterprise License and Support, 3 Year		10	\$85.99	\$859.90
3	LIC-MS250-48FP-3YR	Meraki MS250-48FP Enterprise License and Support, 3YR		3	\$757.31	\$2,271.93
4	LIC-MS350-24P-3YR	Meraki MS350-24P Enterprise License and Support, 3YR		1	\$502.66	\$502.66
5	LIC-MS350-48-3YR	Meraki MS350-48 Enterprise License and Support, 3YR		59	\$714.31	\$42,144.29
6	LIC-MX450-SEC-3YR	Meraki MX450 Advanced Security License and Support, 3YR		1	\$26,455.91	\$26,455.91
7	LIC-SME-3YR	Cisco Meraki Systems Manager Enterprise Device License, 3YR		80	\$52.91	\$4,232.80
8	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR		165	\$198.42	\$32,739.30

Solution Summary

Meraki MX250 Quote

Customer: NATIVIDAD MEDICAL CENTER Ship To 1441 Constitution Blvd Address: Salinas, CA 93906 Bill To Address: 1441 Constitution Blvd Salinas, CA 93906 Customer ID: C1SNATIVI0001 Customer PO:	Primary Contact: Tim Fitzgerald Email: FitzgeraldTR@natividad.com Phone: 831-783-2716 National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$13,227.95		One-Time		\$13,227.95
Hardware	\$6,610.67		One-Time		\$6,610.67
Project Subtotal	\$19,838.62				\$19,838.62
Estimated Tax	\$611.49				
Estimated Freight	\$62.66				
Project Total	\$20,512.77				\$20,512.77

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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.

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

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	MX250-HW	MERAKI MX250 CLOUD MANAGED SECURITY APPLIANCE		1	\$6,610.67	\$6,610.67
2	LIC-MX250-SEC-3YR	MERAKI MX250 ADVANCED SECURITY LICENSE AND SUPPORT SOFTWARE, 3YR		1	\$13,227.95	\$13,227.95

Solution Summary

Natividad ASR Internet Router v3

Customer: NATIVIDAD MEDICAL CENTER Ship To 1441 Constitution Blvd Address: Salinas, CA 93906 Bill To Address: 1441 Constitution Blvd Salinas, CA 93906 Customer ID: C1SNATIVI0001 Customer PO:	Primary Contact: Casey Bialas Email: bialasc@natividad.com Phone: (831) 755-4111 National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$16,041.52		One-Time		\$16,041.52
Hardware	\$10,754.90		One-Time		\$10,754.90
Maintenance					
CISCO Maintenance	\$7,123.68		Prepaid		\$7,123.68
Project Subtotal	\$33,920.10				\$33,920.10
Estimated Tax	\$994.82				
Estimated Freight	\$74.47				
Project Total	\$34,989.39				\$34,989.39

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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.

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ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

EXHIBIT A

Documents #: OP-000506066
SO-000645383

Solution Name: Natividad ASR Internet
Router v3

Customer: NATIVIDAD MEDICAL
CENTER

TITLE: _____

TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	ASR1001-X	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM		1	\$10,754.90	\$10,754.90
2	CON-SNT-ASR1001X	SNTC-8X5XNBD Cisco ASR1001-X Chassis, Crypto, 6 built	36	1	\$3,013.88	\$3,013.88
3	ASR1K-INTERNET	ASR1K-Int Edge/Peering incl. BGP/NAT/ZBFW - tracking only		1	\$0.00	\$0.00
4	M-ASR1001X-8GB	Cisco ASR1001-X 8GB DRAM		1	\$0.00	\$0.00
5	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400		1	\$0.00	\$0.00
6	SPA-BLANK	Blank Cover for regular SPA		1	\$0.00	\$0.00
7	ASR1001-X-PWR-AC	Cisco ASR1001-X AC Power Supply		2	\$0.00	\$0.00
8	CAB-L620P-C13-US	Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US		2	\$0.00	\$0.00
9	SASR1K1XUK9-169	Cisco ASR1001-X IOS XE UNIVERSAL		1	\$0.00	\$0.00
10	FLSA1-1X-2.5-5G	2.5G to 5Gbps License for ASR 1001-X		1	\$8,161.08	\$8,161.08
11	CON-SNT-FLSA11XS	SNTC-8X5XNBD Upgrade from 2.5 Gbps to 5Gbps License	36	1	\$2,087.59	\$2,087.59
12	SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License		1	\$7,880.44	\$7,880.44
13	CON-SNT-SLASR1AK	SNTC-8X5XNBD Cisco ASR 1000 Advanced IP Services	36	1	\$2,022.21	\$2,022.21

Solution Summary

Natividad Voice Equipment Upgrade

<p>Customer: NATIVIDAD MEDICAL CENTER</p> <p>Ship To 1441 Constitution Blvd Address: Salinas, CA 93906</p> <p>Bill To Address: 1441 Constitution Blvd Salinas, CA 93906</p> <p>Customer ID: C1SNATIVI0001</p> <p>Customer PO:</p>	<p>Primary Contact: Casey Bialas Email: bialasc@natividad.com Phone: (831) 755-4111</p> <p>National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$8,239.00		One-Time		\$8,239.00
Hardware	\$35,070.86		One-Time		\$35,070.86
Maintenance					
CISCO Maintenance	\$17,059.60		Prepaid		\$17,059.60
Project Subtotal	\$60,369.46				\$60,369.46
Estimated Tax	\$3,244.04				
Estimated Freight	\$96.36				
Project Total	\$63,709.86				\$63,709.86

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BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____

TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	ISR4431-V/K9	Cisco ISR 4431 UC Bundle, PVDM4-64, UC License		2	\$10,813.02	\$21,626.04
2	CON-SSSNC-ISR4431V	SOLN SUPP NCD Cisco ISR 4431 UC Bundle, PVDM4-64, UC License	36	2	\$5,722.30	\$11,444.60
3	SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series		2	\$0.00	\$0.00
4	PVDM4-64U128	PVDM4 64-channel to 128-channel factory upgrade		2	\$2,007.00	\$4,014.00
5	PWR-4430-AC	AC Power Supply for Cisco ISR 4430		2	\$0.00	\$0.00
6	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		4	\$0.00	\$0.00
7	SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series		2	\$0.00	\$0.00
8	MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400		2	\$0.00	\$0.00
9	MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430		2	\$0.00	\$0.00
10	MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane		2	\$0.00	\$0.00
11	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400		2	\$0.00	\$0.00
12	SISR4400UK9-166	Cisco ISR 4400 Series IOS XE Universal		2	\$0.00	\$0.00
13	PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430		2	\$529.11	\$1,058.22
14	NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module		2	\$1,426.68	\$2,853.36
15	PVDM4-64	64-channel DSP module		2	\$2,132.44	\$4,264.88
16	NIM-4FXO	4-port Network Interface Module - FXO (Universal)		2	\$627.18	\$1,254.36
17	L-CUBE	Cisco Unified Border Element (CUBE) - E-delivery - top level		1	\$0.00	\$0.00
18	CON-ECMU-LCUBE001	SWSS UPGRADES Cisco Unified Border Element (CUBE) - E-	36	1	\$0.00	\$0.00
19	CUBE-T-RED	CUBE - 1 Redundant Trunk Session License		100	\$82.39	\$8,239.00
20	CON-ECMU-CUBETRDE	SWSS UPGRADES CUBE Redundant Trunk Single Session - 1	36	100	\$56.15	\$5,615.00

Solution Summary

NATIVIDAD_DC Quote

Customer: NATIVIDAD MEDICAL CENTER Ship To 1441 Constitution Blvd Address: Salinas, CA 93906 Bill To Address: 1441 Constitution Blvd Salinas, CA 93906 Customer ID: C1SNATIVI0001 Customer PO:	Primary Contact: Tim Fitzgerald Email: FitzgeraldTR@natividad.com Phone: 831-783-2716 National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$97,782.27		One-Time		\$97,782.27
Hardware	\$145,350.42		One-Time		\$145,350.42
Maintenance					
CISCO Maintenance	\$28,899.86		Prepaid		\$28,899.86
Project Subtotal	\$272,032.55				\$272,032.55
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$272,032.55				\$272,032.55

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BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____

TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	N9K-C93108-FX-B24C	2xNexus 93108TC-FX w/ 8x 100G Optics		1	\$23,916.76	\$23,916.76
2	CON-SNT-N93TCFXC	CON-SNT-N93TCFXC - SNTC-8X5XNBD 2xNexus 93108TC-FX w/ 8x QSFP-100G-PSM4-	36	1	\$0.00	\$0.00
3	MODE-NXOS	Dummy PID for mode selection		2	\$0.00	\$0.00
4	N9K-C93108TC-FX-B	Nexus 93108TC-FX bundle PID		1	\$0.00	\$0.00
5	CON-SNT-N93TCFXB	SNTC-8X5XNBD Nexus 93108TC-FX bun	36	1	\$3,086.39	\$3,086.39
6	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
7	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
8	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
9	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
10	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
11	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
12	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
13	N9K-C93108TC-FX-B	Nexus 93108TC-FX bundle PID		1	\$0.00	\$0.00
14	CON-SNT-N93TCFXB	SNTC-8X5XNBD Nexus 93108TC-FX bun	36	1	\$3,086.39	\$3,086.39
15	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
16	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
17	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
18	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
19	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
20	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
21	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
22	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y		2	\$12,070.00	\$24,140.00
23	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K		2	\$0.00	\$0.00
24	N9K-C93180-FX-B24C	2xNexus 93180YC-FX w/ 8x 100G Optics		1	\$23,916.76	\$23,916.76
25	CON-SNT-N93YCFXC	SNTC-8X5XNBD 2xNexus 93180YC-FX w/ 8x QSFP-100G-PSM4-	36	1	\$0.00	\$0.00
26	MODE-NXOS	Dummy PID for mode selection		2	\$0.00	\$0.00
27	N9K-C93180YC-FX-B	Nexus 93180YC-FX bundle PID		1	\$0.00	\$0.00
28	CON-SNT-N93YCFXB	SNTC-8X5XNBD Nexus 93180YC-FX bun	36	1	\$3,086.39	\$3,086.39
29	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
30	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
31	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
32	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00

33	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
34	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
35	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
36	N9K-C93180YC-FX-B	Nexus 93180YC-FX bundle PID		1	\$0.00	\$0.00
37	CON-SNT-N93YCFXB	SNTC-8X5XNBD Nexus 93180YC-FX bun	36	1	\$3,086.39	\$3,086.39
38	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
39	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
40	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
41	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
42	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
43	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
44	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
45	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y		2	\$12,070.00	\$24,140.00
46	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K		2	\$0.00	\$0.00
47	SFP-H10GB-CU2M=	10GBASE-CU SFP+ Cable 2 Meter		6	\$71.11	\$426.66
48	N9K-C93108-FX-B24C	2xNexus 93108TC-FX w/ 8x 100G Optics		1	\$23,916.76	\$23,916.76
49	CON-SNT-N93TCFXC	CON-SNT-N93TCFXC - SNTC-8X5XNBD 2xNexus 93108TC-FX w/ 8x QSFP-100G-PSM4-	36	1	\$0.00	\$0.00
50	MODE-NXOS	Dummy PID for mode selection		2	\$0.00	\$0.00
51	N9K-C93108TC-FX-B	Nexus 93108TC-FX bundle PID		1	\$0.00	\$0.00
52	CON-SNT-N93TCFXB	SNTC-8X5XNBD Nexus 93108TC-FX bun	36	1	\$3,086.39	\$3,086.39
53	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
54	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
55	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
56	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
57	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
58	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
59	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
60	N9K-C93108TC-FX-B	Nexus 93108TC-FX bundle PID		1	\$0.00	\$0.00
61	CON-SNT-N93TCFXB	SNTC-8X5XNBD Nexus 93108TC-FX bun	36	1	\$3,086.39	\$3,086.39
62	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
63	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
64	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
65	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
66	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
67	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00

68	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
69	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y		2	\$12,070.00	\$24,140.00
70	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K		2	\$0.00	\$0.00
71	N9K-C93180-FX-B24C	2xNexus 93180YC-FX w/ 8x 100G Optics		1	\$23,916.76	\$23,916.76
72	CON-SNT-N93YCFXC	SNTC-8X5XNBD 2xNexus 93180YC-FX w/ 8x QSFP-100G-PSM4-	36	1	\$0.00	\$0.00
73	MODE-NXOS	Dummy PID for mode selection		2	\$0.00	\$0.00
74	N9K-C93180YC-FX-B	Nexus 93180YC-FX bundle PID		1	\$0.00	\$0.00
75	CON-SNT-N93YCFXB	SNTC-8X5XNBD Nexus 93180YC-FX bun	36	1	\$3,086.39	\$3,086.39
76	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
77	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
78	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
79	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
80	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
81	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
82	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
83	N9K-C93180YC-FX-B	Nexus 93180YC-FX bundle PID		1	\$0.00	\$0.00
84	CON-SNT-N93YCFXB	SNTC-8X5XNBD Nexus 93180YC-FX bun	36	1	\$3,086.39	\$3,086.39
85	NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3		1	\$0.00	\$0.00
86	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal		1	\$0.00	\$0.00
87	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow		4	\$0.00	\$0.00
88	NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust		2	\$0.00	\$0.00
89	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2	\$0.00	\$0.00
90	NXK-PICK-BIDI	PID to select QSFP-100G-SR-BD Optic in the bundle		1	\$0.00	\$0.00
91	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF		4	\$0.00	\$0.00
92	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y		2	\$12,070.00	\$24,140.00
93	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K		2	\$0.00	\$0.00
94	SFP-H10GB-CU2M=	10GBASE-CU SFP+ Cable 2 Meter		6	\$71.11	\$426.66
95	MS350-24-HW	Meraki MS350-24 L3 Stck Cld-Mngd 24x GigE Switch		1	\$3,670.02	\$3,670.02
96	MA-PWR-250WAC	Meraki 250WAC PSU		1	\$363.52	\$363.52
97	LIC-MS350-24-3YR	Meraki MS350-24 Enterprise License and Support, 3YR		1	\$433.29	\$433.29
98	QSFP-H40G-AOC7M=	40GBASE Active Optical Cable, 7m		8	\$715.01	\$5,720.08
99	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class		20	\$470.73	\$9,414.60
100	N2K-C2248TP-E	N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE), airflow/PS option		2	\$8,004.00	\$16,008.00
101	CON-SSSNT-C2248TPE	CON-SSSNT-C2248TPE - SOLN SUPP 8X5XNBD N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE)	36	2	\$0.00	\$0.00
102	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		4	\$0.00	\$0.00

103	N2248TP-E-FA-BUN	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan		2	\$0.00	\$0.00
104	CON-SSSNT-2248EFA	SOLN SUPP 8X5XNBD Standard Airflow pack:N2K-C2248TP-E-1GE	36	2	\$1,073.33	\$2,146.66
105	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter		8	\$105.39	\$843.12
106	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver		4	\$778.38	\$3,113.52
107	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials		2	\$2,795.22	\$5,590.44
108	CON-SSSNT-C93002TE	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	36	2	\$982.68	\$1,965.36
109	C9300-NW-E-24	C9300 Network Essentials, 24-port license		2	\$0.00	\$0.00
110	S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL		2	\$0.00	\$0.00
111	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply		2	\$0.00	\$0.00
112	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply		2	\$420.36	\$840.72
113	CAB-TA-NA	North America AC Type A Power Cable		4	\$0.00	\$0.00
114	C9300-SSD-NONE	No SSD Card Selected		2	\$0.00	\$0.00
115	STACK-T1-50CM	50CM Type 1 Stacking Cable		2	\$64.67	\$129.34
116	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		2	\$61.43	\$122.86
117	C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses		2	\$0.00	\$0.00
118	CON-SSTCM-C93E24	SOLN SUPP SW SUBC9300 DNA Essentials	36	2	\$48.36	\$96.72
119	C9300-DNA-E-24-3Y	C9300 DNA Essentials, 24-Port, 3 Year Term License	36	2	\$394.49	\$788.98
120	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module		2	\$1,506.92	\$3,013.84
121	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		2	\$0.00	\$0.00

Solution Summary

UCS B-Series

Customer: NATIVIDAD MEDICAL CENTER Ship To 1441 Constitution Blvd Address: Salinas, CA 93906 Bill To Address: 1441 Constitution Blvd Salinas, CA 93906 Customer ID: C1SNATIVI0001 Customer PO:	Primary Contact: Tim Fitzgerald Email: FitzgeraldTR@natividad.com Phone: 831-783-2716 National Account Manager: Brian Feekin Email: BFeekin@convergeone.com Phone: +14025374423
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Hardware	\$321,623.33		One-Time		\$321,623.33
Maintenance					
CISCO Maintenance	\$36,019.47		Prepaid		\$36,019.47
Project Subtotal	\$357,642.80				\$357,642.80
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$357,642.80				\$357,642.80

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 County of Monterey Agreement for Services (the "Agreement") in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and the County of Monterey, on behalf of Natividad Medical Center ("Customer" or "Buyer"). 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) the Agreement, (ii) 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), and (iii) Attachment A to the Agreement (if applicable).

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.

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

ACCEPTED BY:

BUYER: _____	DATE: _____	SELLER: _____	DATE: _____
TITLE: _____		TITLE: _____	

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver		8	\$833.98	\$6,671.84
2	UCSB-5108-AC2=	UCS 5108 Blade Server AC2 Chassis/0 PSU/8 fans/0 FEX		1	\$3,073.57	\$3,073.57
3	UCSB-B200-M5-U	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)		8	\$1,674.71	\$13,397.68
4	UCS-SP-FI633216-2X	UCS SP Select 2 x 6332-16UP FI		1	\$0.00	\$0.00
5	CON-OSP-6508AC2	SNTC-24X7X4OS UCS 5108 AC Chassis, updated backplane	12	1	\$250.25	\$250.25
6	CON-SNTP-BB200M5U	SNTC 24X7X4 UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	60	8	\$2,090.12	\$16,720.96
7	CON-3SNT-Q40GSRBD	CON-3SNT-Q40GSRBD - 3YR SNTC 8X5XNBD QSFP40G BiDi Short-reach Transceiver	36	8	\$0.00	\$0.00
8	UCS-SP-FI6332-16UP	(Not sold standalone) UCS 6332-16UP FI		2	\$12,448.12	\$24,896.24
9	CON-SNTP-SP16UP	SNTC-24X7X4 (Not sold standalone) UCS 6332-16UP FI/4 QSFP+,8	60	2	\$9,524.13	\$19,048.26
10	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.		1	\$0.00	\$0.00
11	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers		8	\$698.40	\$5,587.20
12	N01-UAC1	Single phase AC power module for UCS 5108		1	\$0.00	\$0.00
13	UCS-PSU-6332-AC	UCS 6332/ 6454 Power Supply/100-240VAC		4	\$0.00	\$0.00
14	UCS-SD-64G-S	64GB SD Card for UCS Servers		16	\$169.60	\$2,713.60
15	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length		4	\$0.00	\$0.00
16	N20-FW017	N20-FW017 - UCS 5108 Blade Chassis FW Package 4.1		8	\$0.00	\$0.00
17	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis		1	\$0.00	\$0.00
18	DS-SFP-FC16G-SW	16 Gbps Fibre Channel SW SFP+, LC		8	\$0.00	\$0.00
19	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot		8	\$0.00	\$0.00
20	UCS-SID-INFR-CFP	Converged-FlexPod		8	\$0.00	\$0.00
21	N20-FAN5	Fan module for UCS 5108		8	\$0.00	\$0.00
22	QSFP-H40G-CU3M	40GBASE-CR4 Passive Copper Cable, 3m		8	\$0.00	\$0.00
23	UCS-SID-WKL-OW	Other Workload		8	\$0.00	\$0.00
24	N10-MGT017	N10-MGT017 - UCS Manager v4.1		2	\$0.00	\$0.00
25	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays		16	\$0.00	\$0.00
26	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV		4	\$436.10	\$1,744.40
27	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors		4	\$0.00	\$0.00
28	UCS-ACC-6332	UCS 6332/ 6454 Chassis Accessory Kit		2	\$0.00	\$0.00
29	UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)		8	\$0.00	\$0.00
30	N20-FW017	N20-FW017 - UCS 5108 Blade Chassis FW Package 4.1		1	\$0.00	\$0.00
31	UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)		8	\$0.00	\$0.00
32	UCS-FAN-6332	UCS 6332/ 6454 Fan Module		8	\$0.00	\$0.00
33	UCS-IOM-2304V2	UCS-IOM-2304V2 - UCS 2304V2 I/O Module (4 External, 8 Internal 40Gb Ports)		2	\$5,839.32	\$11,678.64
34	UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)		8	\$0.00	\$0.00
35	UCS-CPU-I6248	Intel 6248 2.5GHz/150W 20C/27.5MB DCP DDR4 2933 MHz		16	\$4,892.06	\$78,272.96

EXHIBIT A

Documents #: OP-000564969
SO-000617834

Solution Name: UCS B-Series

Customer: NATIVIDAD MEDICAL
CENTER

36	UCS-MR-X64G2RT- 64GB DDR4-2933-MHz RDIMM/2Rx4/1.2v H	96	\$1,808.20	\$173,587.20
37	UCS-DIMM-BLK UCS DIMM Blanks	96	\$0.00	\$0.00

Solution Summary

11/2020 - Smartnet Renewal - Natividad Medical Center - co-termed to 06/30/2023

<p>Customer: NATIVIDAD MEDICAL CENTER</p> <p>Ship To 1441 Constitution Blvd Address: Salinas, CA 93906</p> <p>Bill To Address: 1441 Constitution Blvd Salinas, CA 93906</p> <p>Customer ID: C1SNATIVI0001</p> <p>Customer PO:</p>	<p>Primary Contact: Casey Bialas Email: bialasc@natividad.com</p> <p>Phone: (831) 755-4111</p> <p>National Account Manager: Brian Feekin Email: BFeekin@convergeone.com</p> <p>Phone: +14025374423</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$135,688.50		One-Time		\$135,688.50
Maintenance					
CISCO Maintenance	\$98,777.21		Prepaid		\$98,777.21
Project Subtotal	\$234,465.71				\$234,465.71
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$234,465.71				\$234,465.71

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 County of Monterey Agreement for Services (the "Agreement") in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and the County of Monterey, on behalf of Natividad Medical Center ("Customer" or "Buyer"). 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) the Agreement, (ii) 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), and (iii) Attachment A to the Agreement (if applicable).

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.

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

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____

TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	CON-SNT-1	Cisco Smartnet Maintenance - SNT, SSSNT, SNTP & ECMU		1	\$98,777.21	\$98,777.21
2	C9300-DNA-A-48-1R	Cisco DNA Advantage C9300 48P 1Y, For Renewal Only		2	\$1,278.34	\$2,556.68
3	C9200L-DNA-A-24-1R	Cisco DNA Advantage C9200L 24P, For Subscription Renewal Only		1	\$680.32	\$680.32
4	ESA-ESP-1Y-S4	Email Management SW Bundle, 1K-4,999 Users Subscription Renewal		1000	\$45.49	\$45,490.00
5	SMA-EMGT-1Y-S4	CISCO SYSTEMS INC EMAIL MANAGEMENT SW BUNDLE 1K-1999 USERS		1000	\$7.52	\$7,520.00
6	ESA-AMP-1Y-S4	AMP, TG Email Advanced Malware Protection, 1K-4,999 Users Subscription Renewal		1000	\$12.81	\$12,810.00
7	WSA-AMP-1Y-S2	Web Adv Malware Protection 100-499 Users Subscription Renewal		450	\$46.24	\$20,808.00
8	WSA-WSP-1Y-S2	Web Premium SW Bundle (WREP+WUC+AMAL) 100-499 Users Subscription Renewal		450	\$101.83	\$45,823.50

ConvergeOne Statement of Work



Data Center Install Services

PREPARED FOR: Natividad

PREPARED BY: Brian Feekin
National Account Manager
BFeekin@convergeone.com

Craig Stork
Design Architect
CStork@convergeone.com

REFERENCE: Opportunity: OP-000525978
Solution: SO-000571054
Quote(s): QU-000376553

DATE: January 13, 2021

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1. CONFIDENTIALITY NOTICE

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

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. 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 Natividad ("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 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, 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.

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.

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, projects 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. 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 Data Center Install Services 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.

4.1. 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
HQ	1441 Constitution Blvd Salinas, CA 93906

5. PROJECT SCOPE OF SERVICES

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

5.1. DataCenter

Cisco Nexus Deployment

Nexus Known Details

Table 5-1

Known Details	
Item	Qty
Will Data Center Network Manager be implemented/upgraded	No
Number of fixed Nexus 9K switches that will be deployed	8
Number of Nexus 2K switches that will be deployed	2
Number of switches that will be configured with Layer 3	2
Maximum number of VLANs that will be configured	8

Cisco Nexus Implementation

Review and Design Phase:

- Conduct interactive sessions to understand Customer’s business and strategic information technology ("IT") objectives and potential challenges.
- Work with Subject Matter Experts ("SMEs") and IT teams (Server, Storage, Network, Applications, etc.) to understand process, operational and technical details of the environment.

- Identify relevant Nexus best practice deployment methodologies and use cases to minimize Customer challenges.
- Identify the expected business and technical outcome based for this project.
- Review and obtain the site technical requirements with the Customer.
- Create a valid design document based on the Customer's hardware and software configuration.

Implement Nexus switches based on Known Details:

- Work with Customer to Connect all cables
- Configure management network
- Confirm that the firmware is at the approved version, update as necessary
- Configure networking as per the design
- Configure uplinks connectivity
- Configure downlinks connectivity
- Configure VLANs
- Configure Interfaces
- Configure L2 Switching
- Configure security settings (as needed)
- Configure Analysis tools, alerts, and monitoring (as needed)

Nexus Layer 3 Networking Configuration

- Configure Layer 3 VLAN interfaces per the Known Details table
- Configure and validate routes
- Configure and validate dynamic routing protocols
- Configure and validate upstream and downstream connectivity, as needed

Post-Implementation

Cisco Nexus Implementation

- Verify customer environment is stable and optimized
- Provide As-Built documentation for Nexus switches
- Provide day one support

- Provide knowledge transfer of updates to Customer

5.2. Enterprise Networking

Meraki Implementation

Planning and Design Tasks

ConvergeOne Responsibilities

- Review current network deployment, including hardware, firmware, and general configuration.
- Work in collaboration with the customer to verify the solution requirements for the Meraki solution.
- Review and provide a document that outlines all of the information needed to implement the solution.
- Consult with the customer to determine requirements and document these requirements:
- Validate quantities of firewalls, switches, access points and cameras to be part of system and their locations (types as defined for the project)
 - This does not include visual verification of locations
- Develop implementation/migration plan
- Develop test plan

Customer Responsibilities

- Work in collaboration with ConvergeOne to verify the solution requirements for the Meraki solution
- Work with ConvergeOne to determine the specified requirements in #4
- Work with ConvergeOne to validate product quantities and locations
- Work with ConvergeOne to develop implementation/migration plan
- Work with ConvergeOne to develop test plan

Execution Tasks - Meraki General

Table 5-2

Meraki General	
Item	Qty
Existing Meraki Dashboard?	Yes
Number of Networks:	1

ConvergeOne Responsibilities

- Setup Meraki Dashboard (if necessary)
- Configure the system to support the number of networks listed in the table above
- Import the number of floor plans listed in the table above
- Integrate the Meraki system with the Customer's AAA system, if specified by the table above
- Perform the number of hours of post-install support listed in the table above
- Perform the number of 2 hour System Administrator Training Sessions listed in the table above
- Provide end of project documentation

Customer Responsibilities

- Provide Internet connectivity for Meraki devices

Assumptions

- All work is remote unless specified elsewhere
- Provide administrator rights to Meraki Dashboard if Dashboard is already in use by the Customer

Execution Tasks - Meraki Switching

Table 5-3

Meraki Switch	
Item	Qty
Number of Meraki switching sites	1
Number of layer 2 only switches	1

ConvergeOne Responsibilities

- Verify licensing for switch count per BOM and table above.
- Configure the Meraki system per the agreed upon system requirements documentation
- Configure Meraki switches L2/L3 services as listed in the table above
- Configure and implement the quantity of switch templates listed in the table above

- Install the number of switches listed in the table above, if C1 is installing switches
- Switches will be installed in the number of network closets listed in the table above, if C1 is installing switches
- Move cabling connections or redo patch cabling as listed in the table above

Customer Responsibilities

- As specified in the general Customer Responsibilities section

Assumptions

- Use of switch templates presumes that all switchports will be using a single data VLAN

Catalyst Switching

Table 5-4

Switches	
Item	Qty
Number of switch sites	1
Number of switch closets included in this project	1
Number of layer 2 switches	2
Is ConvergeOne configuring switches to support wired 802.1X?	No
Switch post-install support hours	2

Planning and Design Tasks

ConvergeOne Responsibilities

- Review current switch deployment, including hardware, firmware, and general configuration, if readily available through customer's reporting mechanisms or a recent network assessment
- Work in collaboration with the customer to verify the solution requirements for the wired LAN solution
- Review and provide a document that outlines all of the information needed to implement the solution
- Consult with the customer to determine the following requirements and document these requirements:
 - System wide settings and features
 - Redundancy and failover
 - Network settings

- Sites
- Security
- Others as applicable
- Validate quantities of switches to be part of wired system and their locations
 - This does not include visual verification of locations
- Develop implementation/migration plan
- Develop test plan

Customer Responsibilities

- Provide current switch network information as requested
- Work in collaboration with ConvergeOne to verify the solution requirements for the wired LAN solution
- Work with ConvergeOne to determine the specified requirements in #4
- Work with ConvergeOne to validate switch quantities and locations
- Work with ConvergeOne to develop implementation/migration plan
- Work with ConvergeOne to develop test plan

Execution Tasks

ConvergeOne Responsibilities

- If specified in the table above, switches will be staged off-site.
- Verify and/or install latest recommended code version(s) on switches
- Configure the system per the agreed upon system requirements documentation
- Configure the system to support the number of sites listed in the table above
- Configure the number of core layer 3 switches specified in the table above (if any)
- Configure the number of non-core layer 3 switches specified in the table above (if any)
- Configure the number of core layer 2 switches specified in the table above (if any)
- System will be configured to support dynamic routing protocol if specified in the table above
- System will be configured to support multicast if specified in the table above
- System will be configured to support wired 802.1X if specified in the table above
- Install the number of chassis switches specified in the table above (if any), including the specified supervisors, switch modules and power supplies, if ConvergeOne is installing switches

- Install the number of non-chassis switches specified in the table above (if any,) if ConvergeOne is installing switches
- Connect switches together per agreed upon design, if ConvergeOne is installing switches
- Migrate patch cables to new switches, if specified in table above
- Redo patch cables for switches per agreed upon design, if specified in table above
- Test switch network for proper connectivity

Customer Responsibilities

- Ensure access to all locations where switches will be installed
- Coordinate outage times (if any) with Customer's users

Assumptions

- Any patch cables needed for installation that are not specifically included in the bill of materials (BOM) are the responsibility of the Customer
- Configuration of switches for 802.1X does not include configuration of endpoints to support 802.1X, nor does it include configuration of the AAA system to support 802.1X unless otherwise indicated in this SoW
- Does not include testing of switchports

Post-Install Tasks

ConvergeOne Responsibilities

- ConvergeOne engineer(s) will be scheduled for the number of hours of post-install support listed in the table above.
- Perform number system administrator training hours listed in the table above.
- Provide documentation for the switch system

Customer Responsibilities

- Coordinate users for system administrator training, if hours listed in table above

Deliverables

- Configurations for implemented components
- Username and passwords of devices/systems installed
- Network diagram showing switch connectivity

Switching & Routing Additional Tasks

6. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in 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.

6.1. 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 customer's 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 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.

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 a modified purchase order.

8. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, 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. In order to refuse acceptance, 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. Such time period to correct the error may be extended by mutual consent.

9. CUSTOMER RESPONSIBILITIES

9.1. 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 Customer's 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.

9.2. Ensure 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 network.
- Provide all necessary IP addresses, subnet mask, and default gateways.
- Provide VPN or other mutually agreed upon remote access. WebEx and similar screen sharing tools are not acceptable remote access methods.
- Provide a qualified Network Administrator with working knowledge of customer requirements.
- Provide information on planned changes in the network.

9.3. Site Preparation:

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

10. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

10.1. General Assumptions

- 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.
- VPN access or remote desktop sharing services will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If remote access to the Customer network cannot be provided additional charges may be required for on-site support.
- 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.
- ConvergeOne will install specific software versions agreed upon at time of project kickoff. Upgrades to 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 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 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 quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.

10.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible 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 the firmware updates through a change order and billed at an additional fee.

11. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between 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 and 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.

11.1. 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: \$34,973.00

- Milestone 1 (30%) - Project Initiation - Kick Off Meeting, Resource Assignment
- Milestone 2 (30%) - Planning and Design - Project Plan, Design
- Milestone 3 (30%) - Testing and QA Completion
- Milestone 4 (10%) - Final Customer acceptance of the Project

11.2. 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 arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

11.3. Project Hardware Invoicing

INVOICES: Separate invoices will be issued for each of the elements of this order which includes (1) procurement of hardware on behalf of the Customer; and (2) configuration of Customer-owned hardware to Customer's specifications, with delivery and set-up of configured hardware to Customer's designated location(s). Payment terms are Net 30 unless otherwise agreed between Customer and ConvergeOne credit department.

SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured hardware, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.

INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured hardware will be at the Customer's destination unless otherwise requested. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.

DRAFT



Cisco Unified Communications Assessment

PREPARED FOR: Natividad

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REFERENCE: Opportunity: OP-000527137
Solution: SO-000572505

DATE: August 25, 2020

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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.

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 Natividad ("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 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, 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.

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.

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, projects 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. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

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 three (3) 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.

PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Cisco Unified Communications Assessment 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 purpose of this assessment is to review the existing voice environment and business needs and to provide best practice recommendations for the Unified Communications environment for both the short and long term.

Project Location(s)

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

Site Name	Site Address
Main Hospital	1441 Constitution Blvd Salinas, CA 93906

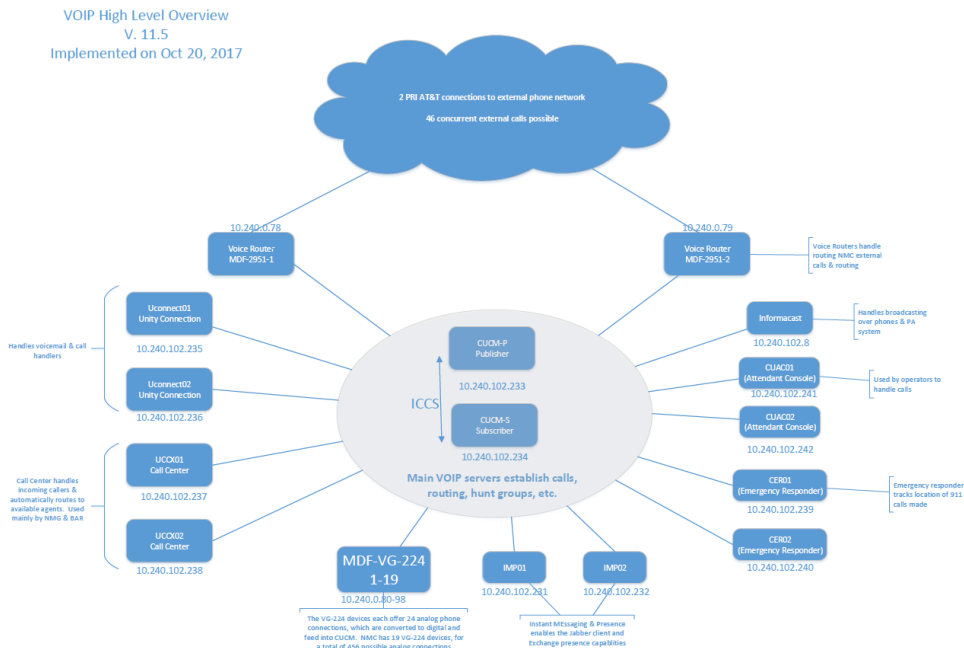
CUSTOMER ENVIRONMENT AND BACKGROUND

Natividad Medical Center has reached out to ConvergeOne to perform a high-level overall voice assessment, health check, and provide recommendations. Natividad has a Cisco Unified Communications platform and is desiring a 3rd party to review overall architecture, application and business discovery, review of cluster, redundancy, and disaster recovery capability, licensing, security, and overall best practice recommendations for the short and long term. Natividad has requested this assessment be completed on-site.

High-Level Architecture

Existing Architecture

The existing architecture consists of a three (3) BE7K Servers and includes the following applications: CUCM, CUCN, IM&P, CUAC, CER, Expressway C&E, Informacast, and UCCX. A pair of 2900 series voice routers provide connectivity to the PSTN and Analog Voice Gateways for many analog endpoints.



Servers (Qty 3)

- UCSC-C240-M4S2
- Hypervisor: VMware ESXi 6.0.0, 3073146
- Hosts are Setup in vCenter

Licensing Qty

- | | |
|----------------------|------|
| ▪ CUWL Standard: | 30 |
| ▪ Enhanced Plus: | 25 |
| ▪ Enhanced: | 856 |
| ▪ Basic: | 0 |
| ▪ Essential: | 413 |
| ▪ TelePresence Room: | 0 |
| ▪ Unused DLUs: | 4039 |

Endpoints Qty

- | | |
|--------------|-----|
| ▪ Cisco 6901 | 1 |
| ▪ Cisco 6945 | 405 |
| ▪ Cisco 7841 | 156 |
| ▪ Cisco 7937 | 6 |
| ▪ Cisco 8811 | 6 |
| ▪ Cisco 8821 | 207 |
| ▪ Cisco 8831 | 4 |
| ▪ Cisco 8865 | 19 |
| ▪ Cisco 8945 | 54 |
| ▪ Cisco 9971 | 52 |

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 operating under like-expectations.

ConvergeOne Engineer Tasks

Overall Architecture Review

- Review and understand overall voice and business needs from customer
- Evaluate overall Architecture for resiliency, redundancy, and security
- Notate any best practices or more efficient design and/or solutions

BE7K Hardware Review

- Review CIMC and VMware Versions
- Notate any Deprecation or End of Life concerns.
- Review Physical Connectivity to network and best practices
- Notate any best practices or more efficient design and/or solutions

Voice Gateways

- Review Hardware, Software, and recommended versions
- Notate any Deprecation or End of Life concerns.
- Evaluate current operation of (2) gateways.
- Review PSTN connections and provide recommendations for possible move to SIP connectivity.
- Notate any best practices or more efficient solutions.

Unified Communications Manager

- Review Hardware, Software, and recommended versions
- Evaluate health status (system health, backups, errors, warnings, license use.)
- Notate any Deprecation or End of Life concerns.
- Determine if additional features can or should be used by the customer.
- Review Certificate Deployment
- Notate any best practices or more efficient solutions.

Unity Connection

- Review Hardware, Software, and recommended versions
- Evaluate health status (system health, backups, errors, warnings, license use.)
- Notate any Deprecation or End of Life concerns
- Determine if additional features can or should be used by the customer.
- Review Certificate Deployment
- Notate any best practices or more efficient solutions.

Instant Messaging and Presence

- Review Hardware, Software, and recommended versions
- Evaluate health status (system health, backups, errors, warnings, license use.)
- Notate any Deprecation or End of Life concerns
- Determine if additional features can or should be used by the customer.
- Review Certificate Deployment
- Notate any best practices or more efficient solutions.

Emergency Responder

- Review Hardware, Software, and recommended versions
- Evaluate health status (system health, backups, errors, warnings, license use.)
- Notate any Deprecation or End of Life concerns
- Determine if additional features can or should be used by the customer.
- Review Certificate Deployment
- Review Regulations in regards to Kari's Law and Ray Baum Act
- Notate any best practices or more efficient solutions.

Attendant Console

- Review Hardware, Software, and recommended versions
- Evaluate health status (system health, backups, errors, warnings, license use.)
- Notate any Deprecation or End of Life concerns
- Determine if additional features can or should be used by the customer.
- Notate any best practices or more efficient solutions.

Singlewire InformaCast

- Review Hardware, Software, and recommended versions
- Evaluate current operation (backups, errors, warnings.)
- Notate any Deprecation or End of Life concerns
- Determine if additional features can or should be used by the customer.
- Review Paging System Integration
- Notate any best practices or more efficient solutions.

Expressway Core and Edge (Single Instance Today)

- Review Hardware, Software, and recommended versions
- Notate any Deprecation or End of Life concerns
- Evaluate current operation (MRA, B2B video, errors, warnings.)
- Review Certificate Deployment
- Evaluate security and toll fraud configurations.
- Notate any best practices or more efficient solutions.

Unified Contact Center Express

- Review Hardware, Software, and recommended versions
- Evaluate health status (system health, backups, errors, warnings, license use.)
- Notate any Deprecation or End of Life concerns
- Evaluate setup to determine if UCCX need could be replaced with Unity/3rd Party reporting/recording solutions.
- Review Certificate Deployment
- Notate any best practices or more efficient solutions.

Documentation Deliverables

- Executive Summary Report
- Detailed Report providing review and recommendations of the environment including:
 - i. Overall Architecture
 - ii. Hardware Components
 - iii. Software and Applications
 - iv. Licensing
 - v. Redundancy and Resiliency
 - vi. Identified Risks with current environment
 - vii. Prioritized recommendations for improvements and/or best practices

Travel

Travel is included in this proposal as detailed below.

- Up to one (1) trip is included in this proposal.
- Up to five (5) days per trip are included in this proposal

PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in 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 customer's 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:

1. Conduct internal (ConvergeOne) and joint ConvergeOne/customer meetings.
2. Develop project plan, including activities, milestones, roles, and responsibilities.
3. Schedule and manage required ConvergeOne resources and partners.
4. Conduct Issue and Risk Management.
5. Provide agenda and meeting notes.
6. Track customer and ConvergeOne project deliverables.
7. Manage change orders and any associated billing with the customer.
8. Manage project closeout process, punch list and customer acceptance.

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 a modified purchase order.

MILESTONE AND/OR PROJECT ACCEPTANCE

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CUSTOMER RESPONSIBILITIES

Provide a single point of contact that will be responsible for:

1. Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
2. Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
3. Ensuring all Customer responsibilities are completed in accordance with the project schedule.
4. Reasonable notification of schedule and changes for the installation work.
5. Attending all project status meetings.

Site Preparation:

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

Ensure availability of appropriate Customer resources that will:

1. Assist in the development and execution of applicable test plans.
2. Provide accurate documentation for all existing systems and network.
3. Provide all necessary IP addresses, subnet mask, and default gateways.
4. Provide VPN or other mutually agreed upon remote access. WebEx and similar screen sharing tools are not acceptable remote access methods.
5. Provide a qualified Network Administrator with working knowledge of customer requirements.
6. Provide information on planned changes in the network.

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

1. 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.
2. VPN access or remote desktop sharing services will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If remote access to the Customer network cannot be provided additional charges may be required for on-site support.
3. The Customer must identify any specific requirements for maintenance windows and change control.
4. ConvergeOne will install specific software versions agreed upon at time of project kickoff. Upgrades to software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
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8. 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.
9. The Customer is responsible to verify and arrange installation of all applicable network connections and provide a functional network for application deployment.
10. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
11. The Customer is responsible for removal and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.

12. 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 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.
13. The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
14. Services not specifically called out in this SOW will be deemed out of scope.

Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in scope. 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.
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- 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 station cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.

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 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 and 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.

Project Price and Milestone Billing Schedule

The Total Price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$16,664

- Milestone 1 (50%) - Project Initiation - Kick Off Meeting, Resource Assignment. Project Plan
- Milestone 2 (50%) - Final Customer acceptance of the Project

Project Expenses:

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

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:

Signature

Printed Name

Title

Date

PO Number



Cisco Analog Gateway and CCX Call Recording Services SOW

PREPARED FOR: Natividad

PREPARED BY: Brian Feekin
National Account Manager
BFeekin@convergeone.com

Craig Stork
Design Architect
CStork@convergeone.com

REFERENCE: Opportunity: OP-000509796
Solution: SO-000552369

DATE: July 28, 2020

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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.

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 Natividad ("Customer").

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.

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, projects 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. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

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.

PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Cisco Analog Gateway and CCX Call Recording Services SOW 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. Natividad Medical Center has purchased (4) Chassis of Cisco VG450 Analog Voice Gateways in order to replace end of life VG224 analog voice gateways. The VG450 gateways will assist in consolidating the amount of hardware and providing a resilient solution with dual power supply chassis. Converge will also install and configure continuous Call Recording for up to 30 Contact Center Express Agents. ConvergeOne will perform all work in this statement of work remotely.

Project Location(s)

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

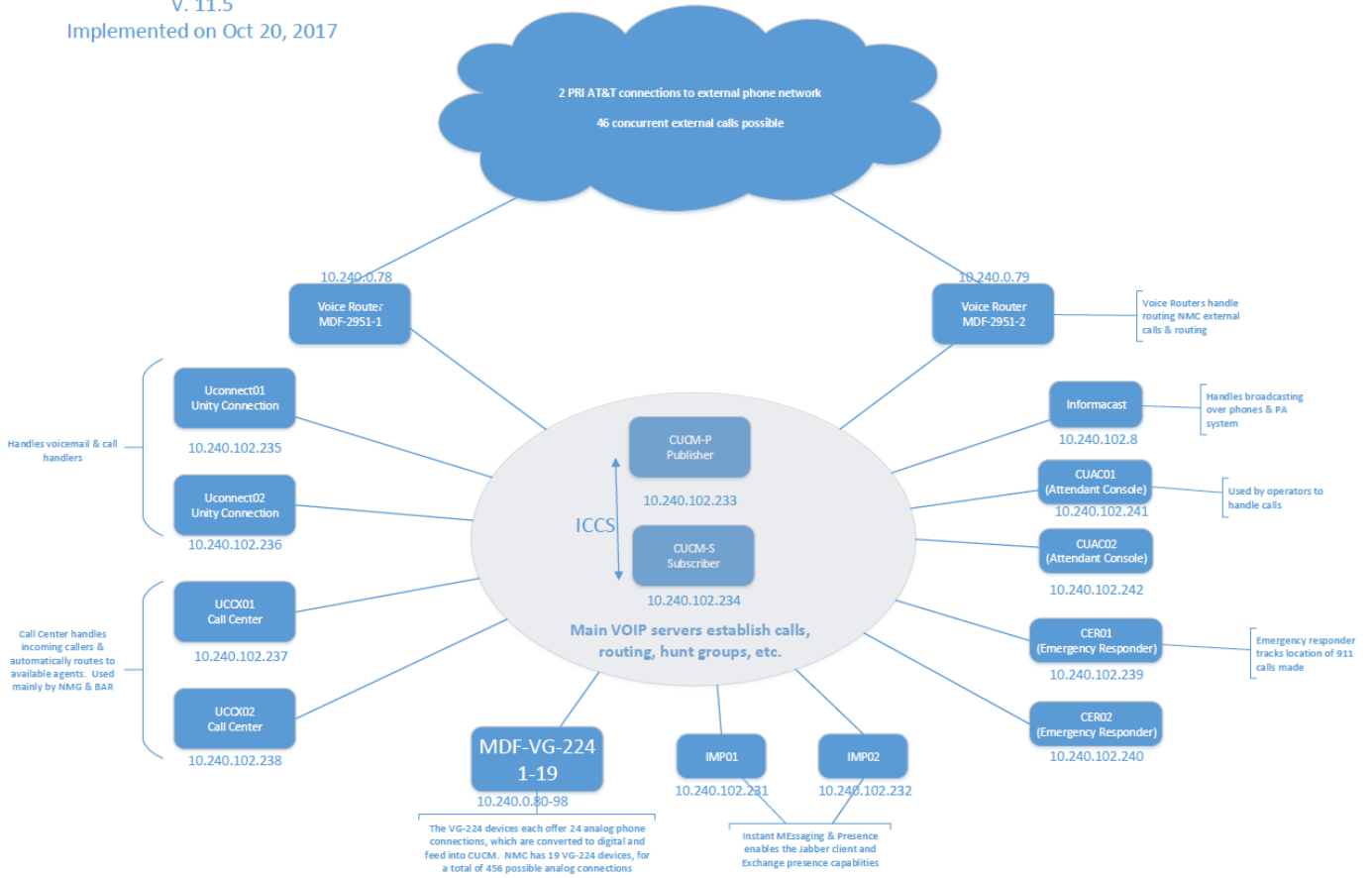
Site Name	Site Address
HQ	1441 Constitution Blvd Salinas, CA 93906

High-Level Architecture

Existing Architecture

The existing architecture consists of (3) Business Edition 7000 (BE7K) Servers in the environment including CUCM, CUC, IM&P, CUAC, Informacast, Expressway, and CCX Applications running version 11.5.

VOIP High Level Overview
V. 11.5
Implemented on Oct 20, 2017



Purchased Components

- (3) Cisco VG450-144 FXS Gateways with Dual Power Supplies
- (1) Cisco VG450-72FXS Gateway with High Density 16 FXS/2FXO High Density Analog Voice Module and Dual Power Supplies
- (30) CCX Compliance Recording Seat Licenses
- CCX Compliance Recording Media Kit

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 operating under like-expectations for the project.

Cisco Unified Communications - Upgrades / Migrations

- **Cisco Smart Licensing**

Customer responsibilities:

- Assumes the customer has existing Smart licensing account.

- **Cisco Analog Voice Gateway (VG) Upgrade/Migration**

The analog voice gateway(s) provide the connectivity for analog devices including phones, modems and faxes. Currently Natividad has 19 VG224 analog gateways. The following outlines the services to be delivered during this phase as a part of the analog voice gateway upgrade and/or migration.

ConvergeOne Responsibilities:

- Register and apply all required licensing.
- Deploy the voice gateways using Cisco preferred architecture (PA).
- Migrate voice gateway configuration to new voice gateway for up to nineteen (19) of the existing VG224 voice gateways.
- Configure up to four hundred (400) FXO/FXS ports for voice gateway migration.

Customer Responsibilities:

- Provision network and network services including DNS, NTP and SMTP.
- Provide and terminate cross connects to analog blocks, ports and/or devices.
- Physically install in a customer provided rack or cabinet.
- Analog tone and tag functions

Analog Gateway First Testing/Business Day Support

Testing of Migration and Day 1 launch support will be provided during Normal Business Hours by onsite and/or remote resources. "Normal Business Hours" is defined as: Monday through Friday, 8am-5pm local time to the customer location. Should additional testing or support be required, these services will be managed via the Change Management process. The number of hours for first business day support are define in table below.

#1-1 Analog Gateway Support Table	
Item	Qty
Cisco Sr Engineer Testing Hours	8
Cisco Sr Engineer Day 1 Support Hours	8

Cisco Unified Communications - New Install / Add-Ons

- **Remote and Personnel Access**
 - The customer will provide ConvergeOne personnel with the following:
 - Direct connection to all solution components, allowing different access methods (such as SSH, SFTP, HTTP, RDP and supplementary services like softphone registration and client access).
 - ConvergeOne requires the ability to transfer files to and from system components for implementation, validation and troubleshooting
 - Lack of direct access can significantly increase the work effort on certain components, as well as extending the project schedule. If direct access to components is not provided, the project team will assess an uplift charge for the affected components. The uplift charge is estimated to

be 10% or more of the total Professional Services cost. This will follow the Change Management process.

- Access to customer project personnel.

- **Cisco Specific Assumptions, Exclusions and Customer Responsibilities**

- **General Assumptions**

- The following assumptions were made as part of this service:

- Customer to supply any and all required Microsoft, SQL and 3rd party licensing that may be required for the success of this project, unless specified above.
 - Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the virtual environment on which they are deployed.
 - Applications will be installed and updated to the proper software version for compatibility with other components of this solution.

- **General Customer Responsibilities**

- As a part of this service, the Customer's responsibilities include the following.

- Data Network
 - Provide IP addresses for system configuration.
 - Provision network and network services including DNS, NTP and SMTP.
 - Provide Domain Name Services (DNS) for name resolution.
 - Create forward and reverse DNS records for any required Server.
 - Provision Dynamic Host Configuration Protocol (DHCP) services for IP phone configuration.
 - Provision Secure File Transfer Protocol (SFTP) services for application backups.
 - Provision Quality of Service (QoS) in the environment
 - Telco
 - Provide ISP/PSTN service provider details including cut sheets.
 - Microsoft Windows and Active Directory
 - Provision Active Directory and Exchange service account(s) for integration, synchronization and authentication.
 - Provide administrative level-access to all required components included in this solution

- Provision service accounts in AD/Exchange environment for all required integrations.
- Overlap resolution between Active Directory domains.
- Provide and provision Windows Servers to host any required Windows based application, if applicable.
- Provide personal computers (PC), and Windows operating systems for personal computers (PC), if applicable.
- Security
 - Provide all required public SSL certificates.
 - Provide a fully qualified public domain name.
 - Provision internal/external DNS SRV records for service discovery.
 - Provision firewall(s), including NAT and ACL configurations.

General Exclusions

The following items are considered out of scope for this engagement:

- Any feature that is not listed is excluded from this SOW.
- Loading of any client software, unless specifically defined in this SOW.
- All wiring and cabling.

Recording Server

A Recording Server provides the ability to record calls either on demand or continuously. The Business Care office is planning on recording calls for quality assurance. ConvergeOne understands Natividad is looking for ConvergeOne to provide server installation for the Workforce Optimization (WFO) server as well as educate the Natividad team on call recording setup and monitoring of Call recorded agents. The following outlines the services to be delivered as a part of the recording implementation.

Application Map

1	BE7000M (M5)													Virt. SW	FND 6.5	...
CPU-1																
1	2	3	4	5	6	7	8	9	10	11	12	13	14			
AQM Recording																
Usage 4pCores RAM 8.0GB Storage 186GB vNic 1																

ConvergeOne Responsibilities:

- Install and configure the Recording Server as defined below:
 - (1) 4vCPU Call Recording using WFO Server supporting up to a maximum 30 concurrent recording sessions on Version 11.5.X
 - Cisco Compliance Call recording (audio only).
- Integrate the Recording Server with CUCM/CCX.
- Configure up to one (1) recording base servers.
- Configure up to thirty (30) continuous recording users with estimated 90-day Retention
 - **Note: Retention is limited by storage based on existing drive allocation**
- Train Supervisors (up to 5 supervisors) on Accessing audio calls (Up to 2 hours in a single class) and ensure appropriate access restriction on recording playback to authorized supervisors.
- Assist with setting up of backups of Server Configuration and Call Recording Storage. (Customer to configure backup with C1 providing backup configuration information).

Customer Responsibilities:

- Provide administrative access to a single BE7K Servers each with 4 vCPU available and necessary storage resources for Call recording based upon Call Volume of 30 continuous recording users
- Installation of MS Server and SQL
 - Windows Server 2008 R2, 2012 R2 (64-bit) and 2016 (64- bit)
 - Microsoft 64-bit SQL Standard Server 2012, 2014, and 2016
 - Necessary Windows Server and SQL Licensing
- Provide necessary configuration deployment information for WFO Deployment
- Backup Configuration Details

Call Recording Gateway First Testing/Business Day Support

Testing of installation and Day 1 launch support will be provided during Normal Business Hours by onsite and/or remote resources. "Normal Business Hours" is defined as: Monday through Friday, 8am-5pm local time to the customer location. Should additional testing or support be required, these services will be managed via the Change Management process. The number of hours for first business day support are define in table below.

#2-1 Call Recording Support Table	
Item	Qty
Cisco Sr Engineer Testing Hours	4
Cisco Sr Engineer Day 1 Support Hours	4

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- Customer will provide QOS on all of their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

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- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
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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 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 and 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.

Project Price and Milestone Billing Schedule

The Total Price for this services engagement is **\$25,995** and will be billed with the following milestone schedule:

- Milestone 1 (50%) - Project Initiation - Kick Off Meeting, Resource Assignment, Design Completion
- Milestone 2 (50%) - Final Customer acceptance of the Project

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 arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

Project Hardware Invoicing

INVOICES: Separate invoices will be issued for each of the elements of this order which includes (1) procurement of hardware on behalf of the Customer; and (2) configuration of Customer-owned hardware to Customer's specifications, with delivery and set-up of configured hardware to Buyer's designated location(s). Payment terms are Net 30 unless otherwise agreed between Customer and ConvergeOne credit department.

SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured hardware, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.

INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured hardware will be at the Customer's destination unless otherwise requested. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.

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:

Signature

Printed Name

Title

Date

PO Number



Voice Upgrade

PREPARED FOR: Natividad

PREPARED BY: Brian Feekin
National Account Manager
BFeekin@convergeone.com

Craig Stork
Design Architect
CStork@convergeone.com

REFERENCE: Opportunity: OP-000568111
Solution: SO-000621760
Quote(s): QU-000364872

DATE: January 6, 2021

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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.

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 Natividad ("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 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, 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.

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.

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, projects 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. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

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.

PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Voice Upgrade 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. ConvergeOne will perform all work remotely

Project Location(s)

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

Site Name	Site Address
HQ	1441 Constitution Blvd Salinas, CA 93906

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.

PHASE 1 OF 2: REMAINING MIGRATION/UPGRADES

Cisco Unified Communications

E911

CUSTOMER ACKNOWLEDGES THAT THE SELLER SERVICES COVERED BY THIS SOW DO NOT INVOLVE ANY E911/911 SERVICES, AND THAT IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO ENSURE CUSTOMER COMPLIANCE WITH ANY REGULATIONS APPLICABLE TO E911/911 SERVICES, INCLUDING BUT NOT LIMITED TO KARI'S LAW ACT OF 2017, OR THE APPLICABLE PROVISIONS OF RAY BAUM'S ACT.

Cisco Smart Licensing

Customer responsibilities:

- Assumes the customer has existing Smart licensing account.

Cisco Business Edition 7000 Servers (BE7K) - Installation and Configuration

Section Detail

The Cisco UCS appliances are the physical Cisco UCS hosts for the virtual voice applications.

- Configure up to three (3) BE7K appliances.
- Configure CIMC for each BE7K.

- Register and apply any required licensing
- Ensure appliances are running proper firmware versions for compatibility with other components of this solution. Perform firmware upgrades where required.
- Configure the Cisco Integrated Management Controller (CIMC) for standalone management of the appliances.
- Configure VMware vSphere ESXi for standalone management; vCenter integration is not included.
- Configure appliances and VMware vSphere ESXi hypervisor based on Cisco's "UC on UCS" best practices. This includes proper disk and network configurations.

This deployment represents a UCS Tested Reference Configuration (TRC) and has full support through Cisco TAC.

Application Map

Add application map here.

Cisco Unified Communications Manager (CUCM)

UCM will act as the core of the infrastructure where all endpoints will register and be managed. CUCM will also provide call routing and an integration point for the other components of the solution. The following outlines the services to be delivered during this phase as it relates to CUCM.

ConvergeOne Responsibilities:

- Migrate to new hardware up to one (1) CUCM Publishers.
- Migrate to new hardware up to two (2) CUCM Subscribers.
- Upgrade firmware for up to _ phones.

Assumptions:

- The existing CUCM is running _ release.
- The target CUCM is running _ release.
- CUCM will be integrated with the customers Active Directory to provide synchronization and authentication for user accounts.

Cisco Unity Connection (CUC)

CUC provides the voice and unified messaging capabilities of the solution. CUC can also

provide automated attendants and dial-by-name directories. The following outlines the services to be delivered as it relates to CUC.

ConvergeOne Responsibilities:

- Migrate to new hardware up to one (1) CUC base servers.
- Migrate to new hardware up to two (2) CUC cluster/HA servers.

Assumptions:

- The existing CUC is running _ release.
- The target CUC is running _ release.

Attendant Console

The Cisco Unified Attendant Console (CUAC) provides call control, a searchable corporate directory, and queue visibility in a single user interface allows users to operate more efficiently and with a greater focus on the caller's experience. The following outlines the services to be delivered as it relates to Attendant Console.

Cisco Unified Attendant Console (CUAC) Standard is a server-less Attendant Console solution that offers enhanced features such as a modern user interface and searchable speed dials. It includes busy lamp field and Cisco Jabber presence.

ConvergeOne Responsibilities:

- Test and validate calls to the operator console.
- Test and validate transferring calls from the operator console.
- Test and validate parking calls from the operator console.
- Configure up to _ Attendant Console pilot numbers.
- Configure up to _ Attendant Console users.

Fax Server

A FAX Server provides the Fax over IP (FoIP) functionality of the solution. The following outlines the services to be delivered as it relates to faxing.

ConvergeOne Responsibilities:

- Migrate to new hardware up to one (1) fax base servers.

- Migrate to new hardware up to one (1) fax cluster/HA servers.

Assumptions:

- This assumes an existing Fax is in place and operational.

Release Compatibility Section

CUCM will run _ release.

CUC will run _ release.

IM&P will run _ release.

Expressway will run _ release.

Security Certificates

Many Cisco applications contain self-signed certificates that are issued by the applications upon initial installation. This first becomes apparent to customers when they use a web browser to connect to the applications for the first time to administer them and see a warning about an untrusted site. Customers have the option of manually adding an exception (trusting that application) and then not seeing the warning in the future, but some customers find this too intrusive for their end users, especially for applications such as Finesse and CUIC.

To avoid the warning message from appearing on first connections, the customer can do one of the following:

- Add the self-signed certificates from all applicable Cisco application servers to the list of trusted certificates on each end user computer.
- Issue a certificate for each applicable Cisco application server from their own internal trusted Certificate Authority (CA), enabling automatic distribution to the trusted clients of that CA.
- Obtain public certificates for all applicable Cisco application servers, issued by a trusted external CA, such as VeriSign or GoDaddy.

For this project we are assuming that the certificate type in the table below will be used.

Note: when connecting to a server, the URL must match either the Subject field of the certificate, or one of the Subject Alternative Names (SANs) contained within the certificate. In addition, certificates have expiration dates, and the customer will need to renew and upload new certificates before the current ones expire.

#1-1 Certificate Table (New Install)

Item	Qty
------	-----

What CA will be used for internal facing applications	Customer Enterprise CA
What CA will be used for external facing applications	Customer Public CA

Training

ConvergeOne understand the importance of providing training to ensure for successful end user adoption. As such, ConvergeOne has included in this project the training detailed in the table below.

ConvergeOne Responsibilities:

Admin Knowledge Transfer

- Session Time: up to 4 hours with a 30-minute break between each session.
- Number of students per session: up to 3
- Training to be performed remotely
- Only Cisco generated training materials will be available
- Up to _ sessions.
- Training to be performed remotely

First Business Day Support

Day 1 launch support will be provided during Normal Business Hours by remote resources. "Normal Business Hours" is defined as: Monday through Friday, 8am-5pm local time to the customer location. Should additional support be required, these services will be managed via the Change Management process. The number of hours for first business day support are define in table below.

#1-2 First Business Day Support Table	
Item	Qty
Cisco Sr Engineer (Hours)	8

Remote and Personnel Access

- The customer will provide ConvergeOne personnel with the following:

- Direct connection to all solution components, allowing different access methods (such as SSH, SFTP, HTTP, RDP and supplementary services like softphone registration and client access).
- ConvergeOne requires the ability to transfer files to and from system components for implementation, validation and troubleshooting
 - Lack of direct access can significantly increase the work effort on certain components, as well as extending the project schedule. If direct access to components is not provided, the project team will assess an uplift charge for the affected components. The uplift charge is estimated to be 10% or more of the total Professional Services cost. This will follow the Change Management process.
- Access to customer project personnel.

Cisco Specific Assumptions, Exclusions and Customer Responsibilities

General Assumptions

The following assumptions were made as part of this service:

- Customer to supply any and all required Microsoft, SQL and 3rd party licensing that may be required for the success of this project, unless specified above.
- Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the virtual environment on which they are deployed.
- Applications will be installed and updated to the proper software version for compatibility with other components of this solution.

General Customer Responsibilities

As a part of this service, the Customer's responsibilities include the following.

- General
 - Rack, stack and connect physical hardware to the network, unless specified above.
 - Phone placement is not included, unless specified above.
- Data Network
 - Provide IP addresses for system configuration.
 - Provision network and network services including DNS, NTP, and SMTP.
 - Provide Domain Name Services (DNS) for name resolution.
 - Create forward and reverse DNS records for any required server.

- Provision Dynamic Host Configuration Protocol (DHCP) services for IP phone configuration.
- Provision Secure File Transfer Protocol (SFTP) services for application backups.
- Provision Quality of Service (QoS) in the environment
- Telco
 - Provide ISP/PSTN service provider details including cut sheets.
 - PSTN D-MARC to be within 4 feet of Cisco router.
 - It is recommended that life-safety equipment such as elevators, fire, security, etc be connected directly to the PSTN and not through the PBX.
- Microsoft Windows and Active Directory
 - Provision Active Directory and Exchange service account(s) for integration, synchronization, and authentication.
 - Provide administrative level-access to all required components included in this solution
 - Provision service accounts in AD/Exchange environment for all required integrations.
 - Overlap resolution between Active Directory domains.
 - Provide and provision Windows Servers to host any required Windows-based application, if applicable.
 - Provide personal computers (PC), and Windows operating systems for personal computers (PC), if applicable.
- Security
 - Provide all required public SSL certificates.
 - Provide a fully qualified public domain name.
 - Provision internal/external DNS SRV records for service discovery.
 - Provision firewall(s), including NAT and ACL configurations.

General ConvergeOne Responsibilities

- Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the servers on which they are deployed.

- Register and apply all required licensing.

General Exclusions

The following items are considered out of scope for this engagement:

- Any feature and/or service that is not listed is excluded from this SOW.
- Loading of any client software, unless specifically defined in this SOW.
- All wiring and cabling.

PHASE 2 OF 2: VOICE ROUTER MIGRATION

Cisco Unified Communications**Cisco Voice Gateway**

The voice gateway(s) provide the connectivity between the collaboration infrastructure and service provider to facilitate off-net voice calling. The following outlines the services to be delivered as it relates to voice gateways.

ConvergeOne Responsibilities:

- Configure up to two (2) voice gateway base configurations.
- Configure up to four (4) PRI's.

Assumptions:

- This assumes an existing voice gateway is in place and operational.

Release Compatibility Section**Remote and Personnel Access**

- The customer will provide ConvergeOne personnel with the following:
 - Direct connection to all solution components, allowing different access methods (such as SSH, SFTP, HTTP, RDP and supplementary services like softphone registration and client access).
 - ConvergeOne requires the ability to transfer files to and from system components for implementation, validation and troubleshooting
 - Lack of direct access can significantly increase the work effort on certain components, as well as extending the project schedule. If direct access to components is not provided, the project team will assess an uplift charge for the affected components. The uplift charge is estimated to be 10% or more of the total Professional Services cost. This will follow the Change Management process.

- Access to customer project personnel.

Cisco Specific Assumptions, Exclusions and Customer Responsibilities

General Assumptions

The following assumptions were made as part of this service:

- Customer to supply any and all required Microsoft, SQL and 3rd party licensing that may be required for the success of this project, unless specified above.
- Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the virtual environment on which they are deployed.
- Applications will be installed and updated to the proper software version for compatibility with other components of this solution.

General Customer Responsibilities

As a part of this service, the Customer's responsibilities include the following.

- General
 - Rack, stack and connect physical hardware to the network, unless specified above.
 - Phone placement is not included, unless specified above.
- Data Network
 - Provide IP addresses for system configuration.
 - Provision network and network services including DNS, NTP, and SMTP.
 - Provide Domain Name Services (DNS) for name resolution.
 - Create forward and reverse DNS records for any required server.
 - Provision Dynamic Host Configuration Protocol (DHCP) services for IP phone configuration.
 - Provision Secure File Transfer Protocol (SFTP) services for application backups.
 - Provision Quality of Service (QoS) in the environment
- Telco
 - Provide ISP/PSTN service provider details including cut sheets.
 - PSTN D-MARC to be within 4 feet of Cisco router.
 - It is recommended that life-safety equipment such as elevators, fire, security, etc be connected directly to the PSTN and not through the PBX.

- Microsoft Windows and Active Directory
 - Provision Active Directory and Exchange service account(s) for integration, synchronization, and authentication.
 - Provide administrative level-access to all required components included in this solution
 - Provision service accounts in AD/Exchange environment for all required integrations.
 - Overlap resolution between Active Directory domains.
 - Provide and provision Windows Servers to host any required Windows-based application, if applicable.
 - Provide personal computers (PC), and Windows operating systems for personal computers (PC), if applicable.
- Security
 - Provide all required public SSL certificates.
 - Provide a fully qualified public domain name.
 - Provision internal/external DNS SRV records for service discovery.
 - Provision firewall(s), including NAT and ACL configurations.

General ConvergeOne Responsibilities

- Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the servers on which they are deployed.
- Register and apply all required licensing.

General Exclusions

The following items are considered out of scope for this engagement:

- Any feature and/or service that is not listed is excluded from this SOW.
- Loading of any client software, unless specifically defined in this SOW.
- All wiring and cabling.

PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in 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 customer's 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:

1. Conduct internal (ConvergeOne) and joint ConvergeOne/customer meetings.
2. Develop project plan, including activities, milestones, roles and responsibilities.
3. Schedule and manage required ConvergeOne resources and partners.
4. Conduct Issue and Risk Management.
5. Provide agenda and meeting notes.
6. Track customer and ConvergeOne project deliverables.
7. Manage change orders and any associated billing with the customer.
8. Manage project closeout process, punch list and customer acceptance.

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 a modified purchase order.

MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, 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. In order to refuse acceptance, 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. Such time period to correct the error may be extended by mutual consent.

CUSTOMER RESPONSIBILITIES

Provide a single point of contact that will be responsible for:

1. Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
2. Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
3. Ensuring all Customer responsibilities are completed in accordance with the project schedule.
4. Reasonable notification of schedule and changes for the installation work.
5. Attending all project status meetings.

Ensure availability of appropriate Customer resources that will:

1. Assist in the development and execution of applicable test plans.
2. Provide accurate documentation for all existing systems and network.
3. Provide all necessary IP addresses, subnet mask, and default gateways.
4. Provide VPN or other mutually agreed upon remote access. WebEx and similar screen sharing tools are not acceptable remote access methods.
5. Provide a qualified Network Administrator with working knowledge of customer requirements.
6. Provide information on planned changes in the network.

Site Preparation:

1. Ensure 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.
2. Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
3. Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the ConvergeOne Project Manager.
4. Provide floor plans for equipment room configuration and related locations if applicable.
5. Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
6. Customer will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

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

1. 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.
2. VPN access or remote desktop sharing services will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If remote access to the Customer network cannot be provided additional charges may be required for on-site support.
3. 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.
4. ConvergeOne will install specific software versions agreed upon at time of project kickoff. Upgrades to software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
5. 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.

6. The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.
7. Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
8. 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.
9. The Customer is responsible to verify and arrange installation of all applicable network connections and provide a functional network for application deployment.
10. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
11. The Customer is responsible for removal and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.
12. 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 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.
13. The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
14. Services not specifically called out in this SOW will be deemed out of scope.

Technical Assumptions

1. Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
2. 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.
3. The Customer is responsible for any operating system patches and anti-virus software installation and support.
4. The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
5. 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.

6. The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.
7. 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 the firmware updates through a change order and billed at an additional fee.

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 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 and 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.

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: \$33,998.00

- Milestone 1 (30%) - Project Initiation - Kick Off Meeting, Resource Assignment
- Milestone 2 (30%) - Planning and Design - Project Plan, Design
- Milestone 3 (30%) - Testing and QA Completion
- Milestone 4 (10%) - Final Customer acceptance of the Project

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 arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

Project Hardware Invoicing

INVOICES: Separate invoices will be issued for each of the elements of this order which includes (1) procurement of hardware on behalf of the Customer; and (2) configuration of Customer-owned hardware to Customer's specifications, with delivery and set-up of configured hardware to Customer's designated location(s). Payment terms are Net 30 unless otherwise agreed between Customer and ConvergeOne credit department.

SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured hardware, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.

INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured hardware will be at the Customer's destination unless otherwise requested. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.

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