



Enterprise Network Install Services

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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 Gilroy Unified School District ("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 twelve (12) 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 Gilroy Unified School District - Enterprise Network 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.

Gilroy Unified School District is building a new middle school that will replace the existing Brownelle Middle School. This school will be built in phases on the site of the existing middle school. The school will be a campus type facility with 10 buildings including admin building, 6 pods of classrooms, multipurpose room, media center, and gym. The campus will also have outside areas requiring wireless and connectivity for cameras including a shaded atrium area, a common area, and a field.

Gilroy Unified School District has engaged ConvergeOne to provide technology services for the infrastructure necessary to support the new Brownelle Middle School Campus. ConvergeOne will provide engineering resources to design, configure, and install the network infrastructure for the new facility that will include the network infrastructure and wireless components.

Services included as part of this project will include the following.

1. Catalyst 9500 Core/Aggregation switches - Qty 2
2. Catalyst 9300 Access Switch Stacks - Qty 10
3. Catalyst 9300 mGig Switches - ~ 10
4. Catalyst 9300 POE+ Switches - ~ 20
5. Catalyst 9100 Indoor Access Points - ~ 75
6. IE Outdoor Switches – Qty 2
7. Aironet 1562I Outdoor Access Points - ~ 12
8. Cisco ISE Features - Existing Deployment
9. 1X Wired AuthC & AuthZ capabilities

Passive Wireless Survey with Existing Infrastructure

The Customer desires to validate the wireless characteristics of their existing wireless infrastructure. ConvergeOne will be performing a passive wireless survey of the existing infrastructure using professional 802.11 measurement tools.

Active Wireless Survey with Existing Infrastructure

The Customer desires to determine areas of appropriate coverage overlap and/or areas with Customer roaming and/or connectivity issues due to the 802.11 network's characteristics using professional 802.11 measurement tools.

In order to provide a better mobility experience for the Customer, ConvergeOne will be implementing a new wireless system composed of the following:

1. Cisco Catalyst 9120 Indoor Access Points
2. Cisco Aironet 1562 Outdoor Access Points

Existing Wireless System Components to support new wireless system

1. Cisco 5520 Wireless LAN Controllers
2. Cisco Prime Infrastructure
3. Cisco Identity Services Engine

Project Location(s)

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

Site Name	Site Address
Brownelle Middle School	
Gilroy Unified School District Office	

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.

Wireless

Wireless Site Survey

#1-1 Wireless Survey Information	
Item	Qty
Number of buildings being surveyed	10
Total number of floors being surveyed	10
Square footage of area(s) for survey	20000
Most complex requirement of the survey	General
Existing Wireless System	Cisco

Planning

ConvergeOne Responsibilities

1. Identify Customer solution requirements and any design considerations, including requirements for specific areas and key wireless client requirements
2. Identify participants and schedule for the wireless site survey
3. Review all of the information needed to provide the survey, including the digital floorplans to be used for the survey
4. Perform a discovery of the current environment and design
5. Validate hardware to be used for surveying
6. Create a plan for surveying

Customer Responsibilities

1. The customer will provide current, scaled electronic copies of the floor plans of each building and area to be surveyed. Electronic copies can be in DWG, PDF, PNG or JPG formats.
2. Customer will indicate on a separate set of floor plans areas requiring special consideration (high density client areas such as cafeterias and meeting rooms, known special wireless clients, etc.)
3. Customer will indicate any areas requiring special access point placement, such as areas where access points may need to be out of site for aesthetic reasons.

Planning Deliverables

1. A project schedule and request(s) for any associated Customer change management approvals required for surveying

On Site Survey (All)

ConvergeOne Responsibilities

1. Perform walk through of the facility verifying building material make up and potential access point mounting locations.
2. ConvergeOne will use a professional wireless assessment product to gather the wireless signal and other RF information.

Customer Responsibilities

1. Customer will provide access to all areas to be surveyed. This can be either a customer employee/designated person with key/card access, or such access can be granted to the ConvergeOne employee at the discretion of the customer.
2. Customer will need to provide a chaperone to any areas where it is deemed necessary in order to allow proper placement of access points and surveying of the environment.

Passive Site Survey - Existing Infrastructure

ConvergeOne Responsibilities

1. The ConvergeOne engineer(s) will work throughout the building interior in order to gather data on signal strength and signal-to-noise ratio for the existing wireless system provided in the table above.
2. A passive spectrum analysis will be performed in order to properly ascertain what other existing radio based devices may interfere with the wireless solution once it's deployed. Although signal discovery documentation will be provided, no attempt to locate the exact devices referenced in the report will be made.

Active Site Survey

ConvergeOne Responsibilities

1. The ConvergeOne will use a professional wireless assessment product to gather the wireless signal, attenuation characteristics and other RF information as needed.
2. The wireless assessment will require the ConvergeOne engineer(s) to connect to the customer's existing wireless network on a specified SSID with permission get an IP address on that network and to ping the default gateway of that network.
3. The ConvergeOne engineer(s) will work throughout the specified locations in order to gather data on signal strength, signal-to-noise ratio, and other data as required for the existing wireless system provided in the table above.
4. A passive spectrum analysis will be performed in order to properly ascertain what other existing radio based devices may interfere with the wireless solution once it's deployed. Although signal discovery documentation will be provided, no attempt to locate the exact devices referenced in the report will be made.

Customer Responsibilities

1. Customer will provide the required information and access for the ConvergeOne to connect to the wireless SSID to be tested during the active site survey.

End Of Project Deliverables

2. Wireless site survey report with results including:
 - a. Color coded heat maps.
 - b. Coverage signal strength.
 - c. Network data rates.
 - d. Current and/or potential coverage overlaps.
 - e. Connection information (Active Survey only)
3. Spectrum analysis report
4. Proposed wireless access point placement (as required)

Wireless LAN Implementation

Planning and Design Tasks

ConvergeOne Responsibilities

1. Review current wireless LAN deployment, including hardware, firmware, general configuration, and access point deployment.
2. Work in collaboration with the customer to verify the solution requirements for the wireless LAN solution.
3. Review and provide a document that outlines all of the information needed to implement the solution.
4. Consult with the customer to determine the following requirements and document these requirements:
 - a. System wide settings and features
 - b. Redundancy and failover
 - c. SSIDs
 - d. Radio settings
 - e. Network settings
 - f. Sites
 - g. Security
 - h. Access point setup
 - i. mDNS (if applicable)
 - j. FlexConnect (if applicable)
 - k. Others as applicable

5. Validate quantities of access points to be part of wireless system and their locations
 - a. This does not include visual verification of locations
6. Develop implementation/migration plan
7. Develop test plan

Customer Responsibilities

1. Work in collaboration with ConvergeOne to verify the solution requirements for the wireless LAN solution
2. Work with ConvergeOne to determine the specified requirements in #4
3. Work with ConvergeOne to validate access point quantities and locations
4. Work with ConvergeOne to develop implementation/migration plan
5. Work with ConvergeOne to develop test plan

Execution Tasks - Wireless LAN

#1-2 Wireless LAN - Implementation	
Item	Qty
Upgrade existing controller(s)	Y
Number of Controllers	2
Number of sites	1
Total number of access points	80
Number of Clients to be configured by ConvergeOne	5

#1-3 Wireless LAN - SSIDs	
Item	Qty
Number of SSIDs to be deployed	5
Number of WPA2-Enterprise SSIDs integrated with customer RADIUS system	1
Number of WPA2-PSK SSIDs	2
Number of guest/web-login SSIDs	2

#1-4 Wireless LAN - Access Point Deployment	
Item	Qty
Who will be installing the access points	C1
APs to be Drop Ceiling Mounted	65
APs to be mounted outside	15

ConvergeOne Responsibilities

1. Install the number of wireless LAN controllers specified in the Implementation table above (if any)
 - a. Install the number of HA WLCs specified in the Implementation table above (if any)
2. Configure the number of Mobility Express clusters listed in the Implementation table above (if any)
3. Install/verify licensing for AP count per BOM
4. Verify or install latest recommended code version, including upgrade existing wireless LAN controllers per table above (if any)
5. Configure the system per the agreed upon system requirements documentation
6. Configure the system to support the number of sites listed in the Implementation table above
7. Implement the SSID(s) types listed in the SSID table above
8. If using WPA2-Enterprise SSID(s), integrate system with Customer's AAA server(s) to support [FILL IN EAP TYPE(S), RADIUS FOR MANAGEMENT, TACACS, ETC]
9. Stage the access points as specified in the Deployment table above
10. Verify network configured to support access point joining to wireless system
11. Deploy the access points listed in the Deployment table above
12. Configure FlexConnect APs per the Implementation table above
13. Configure the number of wireless clients listed in the Implementation table above

Customer Responsibilities

1. Provide Internet connectivity for controllers if necessary for licensing
2. Provide OSHA approved ladders/lifts with sufficient height to enable installation of ceiling-mount access points, for any Access Points to be installed by C1.

Wireless System Management

#1-5 Network Management	
Item	Qty
Number of floors with drawings to be imported into Prime Infrastructure	1

ConvergeOne Responsibilities

1. Install and configure hardware/virtual Prime Infrastructure/Airwave servers listed in table above
2. Integrate number of controllers with Prime Infrastructure/Airwave listed in table above
3. Import the number of floor plans into Prime Infrastructure/Airwave, and place APs on map for each floor, per the table above

Customer Responsibilities

1. For virtual server(s), provide the following virtual host infrastructure
 - a. [HOST OS]
 - b. [vCPUs]
 - c. [MEMORY]
 - d. [DISK SPACE] - [THICK OR THIN PROVISIONED]
 - e. [IOPS]

ConvergeOne Responsibilities

1. Install quantities of CMX appliances listed in the table above
2. Install quantities of DNA Spaces Connector VMs listed in the table above
3. Upload number of floor plans listed in the table above to CMX/DNA Spaces as appropriate
4. Configure DNA Spaces for integration based on the number of DNA Spaces licenses listed in the table above

Customer Responsibilities

1. For virtual server(s), provide the following virtual host infrastructure
 - a. [HOST OS]
 - b. [vCPUs]
 - c. [MEMORY]
 - d. [DISK SPACE] - [THICK OR THIN PROVISIONED]
 - e. [IOPS]
2. For DNA Spaces, provide Internet connectivity for CMX(s), WLC(s) and/or DNA Spaces Connector(s) as required

Wireless System Post-Install

#1-6 Wireless LAN - Post-Install	
Item	Qty
Number of hours of post-install support	8
Number of 4 hour System Administrator Training Sessions	2

1. ConvergeOne engineer(s) will be scheduled for the number of hours of post-install support listed in the table above.
2. Perform number system administrator training session(s) of up to (4) hours each listed in the table above.

Deliverables

1. Configurations for implemented components
2. Username and passwords of devices/systems installed
3. Network diagram showing access point locations (if deployed by ConvergeOne)
4. Post-install passive wireless site survey report (if survey performed)

Network Infrastructure

Planning and Design

During Planning and Design, ConvergeOne may perform the following tasks as needed:

1. Perform a discovery of the current environment and design
2. Identify Client solution requirements and any design considerations
3. Validate hardware, software, and/or licensing
4. Propose a solution design
5. Create a detailed configuration and implementation plan
6. Create a test and verification plan, which will identify critical business functions affected by this project and a propose a method(s) to test and verify these functions during implementation
7. Identify knowledge transfer goals, participants and schedule
8. Establish a post-implementation support schedule if needed

Planning & Design Deliverables

Below are deliverables that ConvergeOne may provide as part of Planning and Design:

1. An **Engineering Planning and Design Document (EPDD)** detailing the results of the Planning and Design phase
2. An **Engineering Test and Verification Document (ETVD)** to be used during implementation/cutover
3. Any modifications to the initial project design, assumptions or costs identified during Planning and Design will be documented and submitted according to the Change Management procedures detailed herein
4. A project schedule and request(s) for any associated Customer change management approvals required for project deployment

Configuration and Implementation Tasks

This section details the Configuration and Implementation Tasks of the project.

1. Stage Devices
2. Physically rack network switches in MDF and IDF
3. Physically mount all access points
4. Connect devices to supplied power
5. Connect fiber uplinks between core and aggregation switches
6. Connect all ports on switches to associated patch panel connections

7. Update device software to latest recommended versions
8. Generate standard configuration template(s) based on existing network deployment and networking best practices
9. Configure Network Infrastructure
10. Core Switches
 - a. Device Global Configuration
 - b. Device Access and Management Configuration
 - c. Layer 2 forwarding and functionality
 - d. Layer 3 forwarding and functionality
 - e. Interface Configuration
 - f. Device hardening and security configuration
 - g. WAN connectivity to district office
 - h. Connectivity to IDF Switches
11. IDF Access Switches
 - a. Device Global Configuration
 - b. Device Access and Management Configuration
 - c. Layer 2 forwarding and functionality
 - d. Layer 3 forwarding and functionality
 - e. Interface Configuration
 - f. Device hardening and security configuration
 - g. Uplinks to core switches
 - h. Connectivity to Access Points
 - i. 802.1x port authentication and authorization
12. Outdoor Switches
 - a. Device Global Configuration
 - b. Device Access and Management Configuration
 - c. Layer 2 forwarding and functionality
 - d. Layer 3 forwarding and functionality
 - e. Interface Configuration
 - f. Device hardening and security configuration
 - g. Uplinks to core switches
 - h. Connectivity to camera's

- i. 802.1x port authentication and authorization
13. Identity Services Engine - Existing ISE Deployment
 - a. Wired Device AuthC Policies - Up to 10 Policies
 - b. Wired Device AuthZ Policies - Up to 10 Policies
 - c. Device Profiling Policies - Up to 25 device profiles
 - d. Deployment 802.1X wired enforcement mode
 - e. Validation & Resolution of 802.1x supplicant operation

Post Implementation Support

ConvergeOne will provide up to sixteen (16) hours of Post-Implementation Support following the services outlined in this Statement of Work. The Customer will be billed at T&M rates for additional (out-of-scope) Post-Implementation Support.

Knowledge Transfer

Knowledge Transfer is an informal conference or in-person session(s) wherein ConvergeOne presents and reviews the overall solution and addresses Customer questions regarding the completed design. During the Planning and Design phase of the project, ConvergeOne and the Customer will determine a Knowledge Transfer session(s) schedule, content and participants.

1. Provide up to four (4) hours of Knowledge Transfer on hardware and software configured and implemented as part of the solution

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. ConvergeOne can recommend official training classes at Customer's request.

Execution Deliverables

ConvergeOne must provide the following execution deliverables as part of the deployment:

Engineering Final Document (EFD) of the implemented solution

1. Documentation of pre and post change configurations and operational state.
2. Summary results and observations of solution testing and verification and implementation

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.

PROFESSIONAL SERVICES WARRANTY

Implementation support will be provided for a period of thirty (30) calendar days once the solution is brought into service. If multiple sites or locations are included as part of the solution, all sites or locations will each have their own support period. Post-implementation warranty provides the following:

1. Minor changes and/or corrections to the solution that are included in the approved design based on the SOW.
2. Completion of all changes as part of an agreed punch list of actions.
3. Fix or replacement of defective hardware installed by ConvergeOne.

CUSTOMER RESPONSIBILITIES

1. Provide a single point of contact that will be responsible for:
 - a. Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
 - b. Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
 - c. Ensuring all Customer responsibilities are completed in accordance with the project schedule.
 - d. Reasonable notification of schedule and changes for the installation work.
 - e. Attending all project status meetings.

2. Site Preparation:
 - a. 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.
 - b. Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
 - c. 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.
 - d. Provide floor plans for equipment room configuration and related locations if applicable.
 - e. Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
 - f. Customer will provide QOS on all of their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.
3. Ensure availability of appropriate Customer resources that will:
 - a. Assist in the development and execution of applicable test plans.
 - b. Provide accurate documentation for all existing systems and network.
 - c. Provide all necessary IP addresses, subnet mask, and default gateways.
 - d. Provide VPN or other mutually agreed upon remote access. Webex and similar screen sharing tools are not acceptable remote access methods.
 - e. Provide a qualified Network Administrator with working knowledge of customer requirements.
 - f. 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.
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.
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 scope. 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 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.

Wireless LAN Implementation

1. ConvergeOne cannot guarantee wireless compatibility for all Customer hardware or software. Any clients to be configured will be identified by the Customer and tested, in keeping with the quantities of clients previously defined in this SoW. Necessary wireless client upgrades (**hardware and/or software**) will be the responsibility of the Customer.

2. Cable runs must be terminated at a PoE switch or power injector with sufficient power for the access point. This varies by access point model.
3. Cable runs for ceiling mounted APs should have a minimum of 10 feet of slack to allow movement/relocation of APs as necessary, and shall be terminated with a female RJ-45 jack to allow for various jumper cable lengths as necessary.
4. Due to changes in radio frequency (RF) environments over time, neither coverage nor specific data rates are guaranteed. Every effort will be made to optimize the system using the recommended AP placements.

a. **Access Point Deployment**

Cable runs for APs must be in place prior to ConvergeOne Engineers arriving on site if ConvergeOne or one of its contractors is installing access points. It is requested that ceiling tiles be marked with a temporary sticker, to allow ease of location/identification of cable run termination points.

b. **Network Management**

Wired and wireless Prime Infrastructure template configuration work is outside the scope of this statement of work unless explicitly included as a T&M engagement.

c. **Location Services**

1. Location services require appropriate access point placement and tuning. Depending on the placement of the access points in the physical environment, location accuracy in various locations may or may not meet Customer expectations.
2. Virtual hosts will be prepared in advance by the Customer to support the implementation of the virtual guest(s) for location services

Wireless Survey Assumptions

1. Changes in the environment after the wireless survey has been performed may affect the actual performance of the wireless network when implemented.
2. Coordination with the customer will be made on areas that will need to be surveyed after hours or other requirements for when and how surveys can be performed.
3. Changes in schedules due to changing requirements in various areas to be surveyed should be communicated as early as possible. If changes are not

communicated in a timely manner, and the engineer is unable to perform the scheduled surveying due to the non-communication, additional charges will apply.

4. The assessment will be performed from the floor, unless otherwise specified. If the assessment requires the engineer to be higher for the survey requirements, the Customer needs to provide appropriate ladders and or lifts, or ConvergeOne can provide these at cost to be passed on to the Customer.

Network Infrastructure

1. Project includes support of network related hardware only. All other aspects of the construction project will not be provided by ConvergeOne
2. ConvergeOne will rack, power, and cable new switches
3. ConvergeOne will mount access points
4. ConvergeOne will connect patch cords to all switches and AP's
5. ConvergeOne will not connect patch cords to end devices
6. ConvergeOne will not be installing racks, ladder tray, wire management, patch panels, horizontal cabling, or terminating any cables.
7. Facility will have racks mounted in equipment rooms, horizontal cabling to patch panels, and wire management in place prior to ConvergeOne installing network hardware.
8. ConvergeOne will provide on-site engineer to execute the implementation of this project
9. A mechanism is in place to get remote access to the ConvergeOne engineer to prepare for onsite work
10. The ConvergeOne engineer will complete discovery, planning and documentation off-site as much as feasible.
11. ConvergeOne staff will travel to a single location where all hands-on work will be performed.
12. Hardware has availability of ports and supports features required
13. No software upgrades or additional feature licenses are required to execute desired goals
14. Sufficient licensing will be installed or procured by the Customer for all products to accomplish the goals
15. The customer will provide all existing equipment configuration that is connected to the new equipment being installed. This should include but will not be limited to firewalls, routers, and switches.

16. Testing of network components or end user devices will not be completed if the device types are not at the physical location where work is being performed.
17. ConvergeOne staff will not make changes to or recommendations on any equipment not specifically outlined in this SOW
18. Customer has validated proper credentials and connectivity to devices that will be modified
19. The Customer will be responsible for all decommissioning of all replaced hardware.

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 \$190,891 and will be billed with the following milestone schedule:

- 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 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