Core Migration

Lake County
Fixed Cost Statement of Work

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ConvergeOne

Project Overview

This Network proposal represents equipment and labor to Migrate a Catalyst 6500 to a new Core Nexus 9508 4 slot Chassis.

The equipment will reside at the following addresses: 255 North Forbes St., Lakeport, CA 95453.

This Statement of Work ("SOW") is made and entered into between ConvergeOne ("ConvergeOne") and Lake County ("Client").

This SOW defines the services and deliverables that ConvergeOne shall provide to Client pursuant to the Solution Summary. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs, which may be executed and attached to the Agreement.

The scope and pricing of this SOW are valid for 30 days from the **Effective Date of 04/28/17**. After 30 days, the information contained in the SOW is no longer valid and will need to be re-assessed which could lead to an increase in cost of services and delay in execution of the project.

Planning, Design and Execution 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 Client'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 Client 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.

Planning and Design

This portion of the project is a detailed planning and design phase that incorporates both a discovery and a design component. During this process all elements that potentially impact project success are examined. Once complete, detailed design recommendations and a project implementation schedule are created that will ensure the proposed solution meets the Client's requirements.

Project Kickoff Meeting

ConvergeOne will conduct a meeting with the Client to review and finalize the technical approach, constraints and project schedule. This session is intended to ensure that all parties are operating under like-expectations for the project.

Planning and Design Tasks

During Planning and Design, ConvergeOne may perform the following tasks as needed:
- ➢ Perform a discovery of the current environment and design
- ➢ Identify Client solution requirements and any design considerations
- ➢ Validate hardware, software, and/or licensing
- ➢ Propose a solution design
- ➢ Create a detailed configuration and implementation plan
- ➢ 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
- ➢ Identify knowledge transfer goals, participants and schedule
- ➢ Establish a post-implementation support schedule if needed

Planning and Design Deliverables

Below are deliverables that ConvergeOne may provide as part of Planning and Design:
- ➢ An **Engineering Planning and Design Document (EPDD)** detailing the results of the Planning and Design phase
- ➢ An **Engineering Test and Verification Document (ETVD)** to be used during implementation/cutover
- ➢ 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
- ➢ A project schedule and request(s) for any associated Client change management approvals required for project deployment

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Execution

This section of the Statement of Work covers the work that will be performed during the Execution phase of this project.

Configuration and Implementation Tasks

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

- ➢ DATA CENTER
  - ➢ Site Readiness
  - ➢ Meet with customer to discover the current environment conditions
  - ➢ Perform inventory of all hardware and software components for implementation
  - ➢ Review the site technical requirements with the Customer
  - ➢ Customer performs verification of site readiness for service delivery using ConvergeOne's Site Readiness workbook
  - ➢ If the site is not ready, a change order may be needed to remediate any outstanding environment issues and the engineer(s) may be rescheduled
- ➢ Deliverables
  - ○ Site readiness signoff
  - ○ Project 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.
  - ➢ Review current compute, storage and network resource requirements.
  - ➢ Align Cisco Nexus best practice deployment methodologies and use cases to minimize Customer challenges.
  - ➢ Identify the expected business and technical outcome based on this Nexus deployment project.
  - ➢ Create a valid design document based on the Customer's hardware and software configuration.
- ➢ Deliverables
- ➢ Design Guide - Sign off Sheet
- ➢ Implementation Phase Production Datacenter

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- ➤ <u>Cisco Nexus 9504 Switches deployment</u>
- ➤ <u>{1 switch total, LAN L2/L3}</u>
    - ➤ Install and configure one Nexus 9504 switch
    - ➤ Connect all cables
    - ➤ Configure management network
    - ➤ Confirm that the firmware is at the approved version, update as necessary
    - ➤ Configure connectivity to the Edge network
    - ➤ Configure networking as per the design
    - ➤ Configure L2 Switching
    - ➤ Configure L3 Routing
    - ➤ Configure all VLANs
    - ➤ Configure security settings (as needed)
    - ➤ Configure Analysis tools, alerts, and monitoring (as needed)
- ➤ Post Installation Phase
    - ➤ Review basic operational/administrative tasks of the Nexus switching with the customer
    - ➤ Validate the success of the project
    - ➤ Knowledge transfer includes review of As-Built documentation. This is not a classroom training session, but hands on review of up to 2 hours.
    - ➤ As Built to be provided will be a standardized ConvergeOne documentation of work completed and configuration
- ➤ Out of Scope
- ➤ Tasks that are Out of Scope for this Statement of work include:
    - ➤ Infrastructure remediation unless otherwise specified with the project phases (EXAMPLE: Active Directory, Network Switches, Network Routers, Network Hubs, DNS, SAN Performance and capacity,etc.)
    - ➤ User Data migration
    - ➤ Maintenance of operating system images after project completion.
    - ➤ Changes or remediation within the current environment outside of those specified within the current statement of work.
    - ➤ Analysis and remediation of network related issues.
    - ➤ Regulatory compliance requirements.

➢ Knowledge transfer is provided as part of this statement of work, but should not be presented as or take the place of any formal training that may be beneficial to the ongoing management by the customer of the solution provided.

➢ Application compatibility testing, unless otherwise specified, is not within the scope of this statement of work.

➢ Remediation of application compatibility issues

➢ Any activity not mentioned explicitly "In Scope" section is considered Out of Scope and hence will not be considered. Any additional requirements will be treated as a change request and will follow the standard change request mechanism and will be estimated accordingly.

Post-Implementation Support

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

NOTE: Ongoing post-project service-level agreement (SLA) support by subscription is available for purchase under separate contract with ConvergeOne and is not included as part of this SOW. Post-project support is otherwise provided on a best-effort basis, is outside the scope of this SOW, and is billable to the Client at T&M rates.

Knowledge Transfer

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

➢ Provide up to 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 Client's request.

Execution Deliverables

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

Engineering Final Design Document (EFDD) of the implemented solution
- ➢ Summary results and observations of solution testing and verification and implementation

Project Closeout

At the conclusion of the project, ConvergeOne and the Client will conduct a project closeout meeting. Below are the items that will be covered in the meeting:
- ➢ Review of the project deliverables, major milestones and accomplishments
- ➢ Review of quality results
- ➢ Review of key lessons learned
- ➢ Review of any outstanding issues or Client dissatisfaction
- ➢ Discussion of any further steps required by either the Client or ConvergeOne

Project Management

ConvergeOne assumes the following project management responsibilities:

- ➢ Designate a ConvergeOne Project Manager to be the Client's primary point of contact for all project activities
- ➢ Coordinate with the Client and ConvergeOne project personnel to facilitate the project
- ➢ Regularly review ConvergeOne project activities, any checkpoint meetings and overall schedule for the project activities
- ➢ Ensure ConvergeOne employees and any ConvergeOne subcontractors conform to the Client's reasonable workplace policies, conditions and safety regulations that are consistent with ConvergeOne' obligations herein. Client will provide a written list of these obligations to ConvergeOne in writing prior to commencement of the Services. ConvergeOne personnel or subcontractors shall not be required to sign individual agreements with the Client or waive any personal rights
- ➢ Confirm the Client's business goals and review items to be completed prior to the installation or deployment date(s)

Project Assumptions

This SOW, and the service pricing herein, was prepared based partly on the following key assumptions ("Assumptions"). Any deviations from these Assumptions that arise during the project shall be managed through the Change Management procedures as defined herein. Client agrees that any changes in the Assumptions may result in an adjustment in the Service Pricing.

General Assumptions

- ➢ Delays caused by the lack of completed site preparation or the Client's failure to meet any responsibilities specified in this SOW may be billed at ConvergeOne T&M rates and may include reasonable travel and other expenses
- ➢ This SOW exclusively defines the scope of the services that ConvergeOne shall provide to the Client. This SOW shall not apply to any purchase of product or maintenance, which must be purchased separately, under terms outside the scope of this SOW
- ➢ A new SOW will be required for any additional project services following the completion of the activities under this SOW or in support of any other services requested by the Client outside the scope of this SOW
- ➢ ConvergeOne may require a lead-time of up to 30 days from acceptance of a Purchase Order from the Client to begin work
- ➢ The Client shall designate a person to whom all ConvergeOne communications may be addressed and who has the authority to act on all aspects of this SOW
- ➢ The Client retains overall responsibility for any business process impact and any Client-internal change management procedures and communications
- ➢ The Client will provide accurate information about the network infrastructure in its current state, identifying any significant problems in the current voice and data environments and ensuring pre-requisite hardware, software, network and connectivity configurations are acquired and available
- ➢ The Client is responsible for all licenses and software associated to this project. Any delays due to lack of proper licenses and or software may incur additional costs
- ➢ The Client is responsible for all hardware, software, and service maintenance contracts. ConvergeOne may choose to not fulfill items within the scope of this SOW if maintenance contracts are not valid and up to date
- ➢ ConvergeOne is not responsible for cable management

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➢ ConvergeOne is not responsible for any Microsoft Active Directory, Windows, and/or Exchange administration

➢ Post-installation design modifications, systems consulting and design, and engineer design and development that are not defined in this SOW are out of scope and can be provided on a T&M or other paid contractual basis upon Client's request

Personnel

ConvergeOne follows a skills-based implementation philosophy. Based on a project's needs, individuals with specific skill sets may be engaged at various phases of this project. This allows ConvergeOne to provide the Client with a specialized team to accomplish a successful implementation. The ConvergeOne Project Manager is responsible for assigning and scheduling engineers as needed.

Travel Policy

Travel and reasonable living expenses will be billed monthly on an actual cost basis. Items to be considered travel expenses include; Air travel, Transportation, Lodging, Meals. ConvergeOne will make reasonable effort to minimize travel expenses and will work closely with Lake County to ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

Project Schedule

Estimated Project Start Date: < EST. START DATE >

Estimated Project End Date: < EST. END DATE >

Estimated Project Duration: < NUMBER > <WEEKS/MONTHS

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Project duration and end date are dependent upon ConvergeOne and Client availability, Client readiness, and the actual start date.

ConvergeOne will use commercially reasonable efforts to commence delivery of services defined in this SOW within four (4) weeks from the date of the Client's approved purchase order and signed and submitted SOW.

Project work required beyond the term of the Estimated Project Duration specified in this section may require a ConvergeOne Change Request Form signed by both parties in accordance with the Project Change Management procedures defined herein. Any extension of the project's duration for any reason other than delays caused solely by ConvergeOne may require an increase in SOW pricing.

Change Management

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

➢ The Client requires changes to the scope of work to be performed and/or specifications of design or services

➢ Non-availability or change in availability of resources which are beyond either party's control

➢ Environmental or architectural impediments or omissions not previously identified

In the event either party desires to change this SOW, the following procedures will apply:

➢ The party requesting the change (either the Client or ConvergeOne) will deliver a Change Request document (Appendix A) to the other party. The Change Request will describe the nature of the change; the reason for the change and the effect the change will have on the scope of work, which may include changes to the deliverables, and the schedule. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.

➢ Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of this SOW.

➢ Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully

executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

Completion

ConvergeOne project personnel will be considered to have completed the services under this SOW when they have completed the Planning, Design and Execution Services as described herein.

In order to refuse acceptance of the services performed, Client must immediately provide written notification to ConvergeOne, describing why the Client is rejecting the services performed. ConvergeOne shall have ten (10) business days after the receipt of such notice to remedy the error, given it is within ConvergeOne' scope and reasonable ability to do so. Such time period to correct the error may be extended by mutual consent of Client and ConvergeOne.

Project Pricing and Payment

Description FFP-SOW	Price (U.S. Dollars)
Project Milestone: **Planning and Design, and Implementation, Test and Verification**	$12,420.00
Total Price	*$12,420.00*

Services provided will be invoiced fifty percent (50%) of the Price upon execution of the SOW and balance due monthly as Services are performed by ConvergeOne and are due within thirty (30) days from the date of the invoice.

One Hundred percent (100%) of the Price attributable to the cost of the third party support services specified above will be invoiced and due prior to commencement of the third party support services.

Any change to the Project Pricing and Payment schedule will be managed through the Change Management procedures specified herein.

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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 Client shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

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 Client representative signifies their commitment to proceed with the project as described in this SOW.

Lake County

_____

By

_____

Name (please print)

_____

Title

_____

Date

_____

Purchase Order (PO) Number

NOTE: *Any services performed on credit (e.g. T&M, Purchase Order) requires a pre-approved credit application to be on file with ConvergeOne.*

NOTE: WITHOUT THE PRIOR WRITTEN CONSENT OF CONVERGEONE, UNDER NO CIRCUMSTANCES IS ANY PART OF THIS DOCUMENT TO BE DISCLOSED TO A THIRD PARTY OR

USED FOR ANY PURPOSE OTHER THAN THE EXECUTION OF THIS PROJECT BY CONVERGEONE AND THE CLIENT.

Appendix A

Change Request Form

In reference to the section titled *Change Management* of the herein referenced Statement of Work ("SOW") between ConvergeOne ("ConvergeOne") and Lake County, ("Client"), both parties hereby certify, by the signature of an authorized representative, this Change Management Request will amend and be fully incorporated into the existing SOW.

_____

Project Title and OPPID Number

_____

Change Request Number

Description of Change(s) Requested:

Schedule Impact:

Pricing Impact

Original value of SOW

Added value of Change Request

Total new value of SOW

Purchase Order Issuance (if applicable): Client shall issue a written Purchase Order to ConvergeOne, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total added value amount of **$<TBD>**
Except as changed herein, all terms and conditions of the parent SOW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request to be fully executed.

Lake County   **ConvergeOne**

_____   _____
By   *By*

_____   _____
Name (please print)   *Name (please print)*

_____   _____
Title   *Title*

_____   _____
Date   *Date*

_____   _____
Purchase Order (PO) Number   *Service Order (SO) Number*