

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CONVERGEONE, INC.**, a Minnesota corporation, whose address is 10900 Nesbitt Ave S, Bloomington, MN 55437 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated October 24, 2018, an Amendatory Agreement dated March 6, 2020, and a Second Amendatory Agreement dated November 23, 2023, to provide the City with a replacement emergency 911 phone system (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, all references to Exhibits C and C-1 in the existing Agreement shall be amended to read Exhibits C, C-1, and C-2, as applicable. Exhibit C-2 is attached and will control from the date of execution.

2. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“4. **TERM**: The term of the Agreement (“Term”) shall commence on October 15, 2018, and expire, unless sooner terminated, on October 14, 2026. The term shall extend past the end date to account for any full year of annual services that are paid for in advance.”

3. Subsection 5(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Six Million Six Hundred Sixty-One Thousand Three Hundred Thirty-Four Dollars and Forty-Seven Cents (\$6,661,334.47) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 41, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby incorporated into the Agreement and shall read as follows:

“41. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this

Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit C-2**, Unit Pricing.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: TECHS-202473685-03 (TECHS-201844499-03)
Contractor Name: CONVERGEONE INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

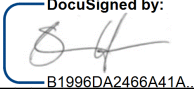
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202473685-03 (TECHS-201844499-03)
CONVERGEONE INC

By:  _____

Name: Shane Harper
(please print)

Title: Regional Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**Exhibit C-2, Unit Pricing
Change Request Form
Maintenance/Managed Services Agreement Renewal
(Interim Extension)**

Date:	4-28-2024	Customer Name:	City & County of Denver 911
Company Code	VTWCITDEN0001	Address: 12025 E 45TH AVE & 950 Josephine St.	
Purchase Order #:	PENDING	City: Denver	
		State, Zip Code: CO. 80239 & 80206	

Maintenance/Managed Services (“Services”) Interim Month to Month Extension

Contract Number	Extension Start Date	Extension End Date	Description of Work	Monthly Fee
TECHS-202369280-02 (TECHS-201844499-02) ConvergeOne Internal Contract #196594, 209544,209548, 306219, 306221,306955, 321507,321726	7-15-2024	7-14-2026	C1-VIPER Managed Services & Wide Area Network (WAN) Services & Intrado Support Services	\$53,959.22
TECHS-202369280-02 (TECHS-201844499-02) ConvergeOne Internal Contract #221762	7-15-2024	7-14-2026	Co-location services at C1 Datacenter for VIPER Node B	\$1,131.45
TECHS-202369280-02 (TECHS-201844499-02)	10-15-2024	10-14-2025	Cisco Smartnet Services	\$1,114.30
TECHS-202369280-02 (TECHS-201844499-02)	10-15-2025	10-14-2026	Cisco Smartnet Services (Note: Monthly fee includes assumption of NTE 5% increase)	\$1,169.96

The Maintenance Agreement or Managed Services Agreement referenced above is due to expire by the terms of the MSA or statement of work. Customer and ConvergeOne by this Change Request Form agree that ConvergeOne shall continue to perform the Services, and Customer shall continue to pay the Monthly Fee for the Services, on a month to month basis until such time as the Services are either renewed for a specific renewal term or are terminated.



Date: 5/9/2024

Page #: 1 of 3

Documents #: OP-000805654
SO-000907640Solution Name: C1-Datacenter-Managed
Services-WAN and Intrado
Software Support 2024
Extension

Customer: City & County of Denver 911

Solution Summary

C1-Datacenter-Managed Services-WAN and Intrado Software Support 2024 Extension

Customer: City & County of Denver 911	Primary Contact: Andrew Dameron
Ship To Address: ,	Email: andrew.dameron@denvergov.org
Bill To Address: 12025 E 45TH AVE DENVER, CO 80239	Phone: (720) 913-2025
Customer ID: VTWCITDEN0001	National Account Manager: Brian Kelley
Customer PO:	Email: bkelley@onec1.com
	Phone: +17202795812

Solution Summary	Billing Frequency	Due	Total Project
Managed Services	Monthly	\$879,885.36	\$879,885.36
Managed Services	Monthly	\$27,154.80	\$27,154.80
Intrado Services: TPS & Text2-911			
Other Maintenance	Monthly	\$415,135.90	\$415,135.90
Project Subtotal			\$1,322,176.06
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Project Total			\$1,322,176.06

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.

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 is a configured order and/or contains software.



Date: 5/9/2024

Page #: 2 of 3

Documents #: OP-000805654
SO-000907640Solution Name: C1-Datacenter-Managed
Services-WAN and Intrado
Software Support 2024
Extension

Customer: City & County of Denver 911

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
Intrado SW Support - Secondary Site - Josephine Extension - YR 1						
1	P10350	TOTAL PROTECTION SERVICE, DARK BACK UP POSITION - YEAR 7		40	\$314.71	\$12,588.40
2	ITXTARF3 1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats) Year		1	\$14,752.94	\$14,752.94
VIPER Node-B Extension - YR1						
3	P10062	ITS SERVICE (ANNUAL)		1	\$2,329.41	\$2,329.41
4	VTCOLO-RED-DIS- NS	Discount applied toward 2nd circuit with Redundant PDU.	12	1	\$135.85	\$1,630.20
5	VTCOLO-20A-120- NS	20A @ 120V	12	2	\$338.00	\$8,112.00
6	VTCOLO-U-NS	Co-location Rack Space, per "U" (42U in Full Rack)	12	20	\$15.98	\$3,835.20
Intrado SW Support - Primary Site - 45th Ave Extension - YR1						
7	P10350	TOTAL PROTECTION SERVICE, DARK BACK UP POSITION - YEAR 7		12	\$314.71	\$3,776.52
8	P10349	TOTAL PROTECTION SERVICE, PRIMARY POSITION - 1 YEAR		49	\$3,147.06	\$154,205.94
9	P10350	TOTAL PROTECTION SERVICE, DARK BACK UP POSITION - YEAR 7		9	\$314.71	\$2,832.39
10	ITXTARF3 1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats) Year		1	\$14,752.94	\$14,752.94
11	P10062	ITS SERVICE (ANNUAL)		1	\$2,329.41	\$2,329.41
C1-E911 WAN - YR1						
12	VT-DC-CIR-911	Circuit for 911 Services		24	\$3,223.14	\$77,355.36
13	VT-DC-CIR-911	Circuit for 911 Services		24	\$3,477.62	\$83,462.88
C1- E911 Managed Services-Monitoring - YR1						
14	VTWHCH-MON	VTWatch Monitoring Services		24	\$11,647.58	\$279,541.92
15	VTWHCH-MON	VTWatch Monitoring Services		24	\$18,313.55	\$439,525.20
Intrado SW Support - Primary Site - 45th Ave Extension - YR2						
16	P10350	TOTAL PROTECTION SERVICE, DARK BACK UP POSITION - YEAR 7		12	\$314.71	\$3,776.52
17	P10349	TOTAL PROTECTION SERVICE, PRIMARY POSITION - 1 YEAR		49	\$3,147.06	\$154,205.94
18	P10350	TOTAL PROTECTION SERVICE, DARK BACK UP POSITION - YEAR 7		9	\$314.71	\$2,832.39
19	ITXTARF3 1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats) Year		1	\$14,752.94	\$14,752.94
20	P10062	ITS SERVICE (ANNUAL)		1	\$2,329.41	\$2,329.41
VIPER Node-B Extension - YR2						
21	P10062	ITS SERVICE (ANNUAL)		1	\$2,329.41	\$2,329.41
22	VTCOLO-RED-DIS- NS	Discount applied toward 2nd circuit with Redundant PDU.	12	1	\$135.85	\$1,630.20
23	VTCOLO-20A-120- NS	20A @ 120V	12	2	\$338.00	\$8,112.00



Date: 5/9/2024

Page #: 3 of 3

Documents #: OP-000805654
SO-000907640Solution Name: C1-Datacenter-Managed
Services-WAN and Intrado
Software Support 2024
Extension

Customer: City & County of Denver 911

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
24	VTCOLO-U-NS	Co-location Rack Space, per "U" (42U in Full Rack)	12	20	\$15.98	\$3,835.20

Intrado SW Support - Secondary Site - Josephine Extension - YR 2

25	P10350	TOTAL PROTECTION SERVICE, DARK BACK UP POSITION - YEAR 7		40	\$314.71	\$12,588.40
26	ITXTARF3	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats) Year 1		1	\$14,752.94	\$14,752.94