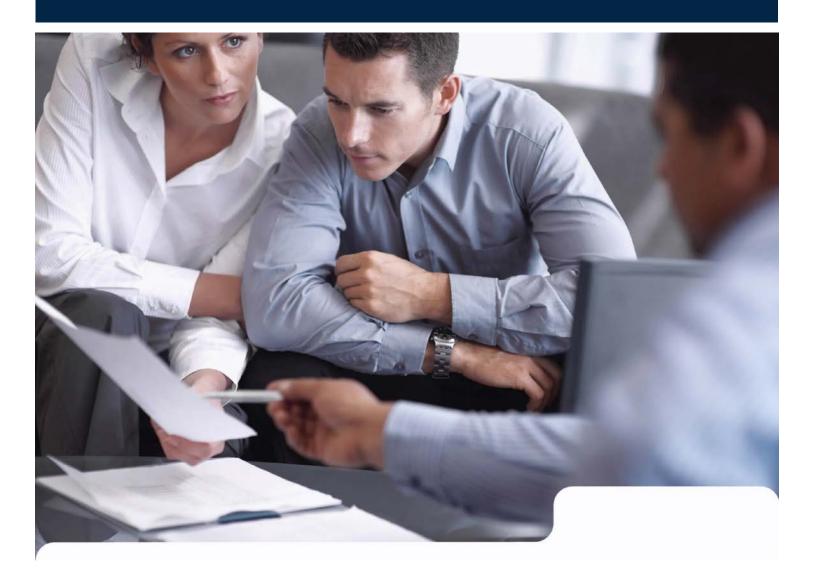
ConvergeOne Statement of Work



Budgetary Upgrade and Convert Subscription (CP VMWare) - NCPA Contract

PREPARED FOR: City of Riverside

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REFERENCE: Opportunity: OP-000594888

Solution: SO-000654392

Quote(s): QU-000382016, QU-000382521

DATE: March 2, 2021





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of the Agreement.

1. 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 City of Riverside ("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)

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.

incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body

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 ninety (90) 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.

2. 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 seven (7) 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.

3. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Budgetary Upgrade and Convert Subscription (CP VMWare) - NCPA Contract 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 City of Riverside, CA uses Avaya Aura Communication Manager to provide Unified Communications services. They would like to upgrade it to the current software releases and move onto virtual servers.

Current Environment

The City of Riverside has Avaya Aura Communication Manager, AVST (OpenText) Voice Mail and Avaya Workforce Optimization (WFO) deployed at the main City Hall location with a number of remote locations off of that.

Specifically, they currently have the following deployed on dedicated servers:

Note there is only UA Coverage on the WFO software.

City Hall

Avaya Aura System Manager R6.1



- Avaya Aura Session Manager R6.1
- Avaya Aura Communication Manager R6.1
 - o Duplex Servers
 - o 2452 Enterprise Edition Licenses
 - o 525 Analog Licenses
 - o 137 Call Center Elite R6
 - o 3 one-X Agent
 - o 2 G450 Gateways
- 2 Avaya Aura Application Enablement Servers
 - o WFO "trusted" Licenses
- Avaya Call Management System (CMS) R16.3
 - o 105 Agent RTU
 - o 25 Supervisors
- 25 Avaya Agent for Desktop
- Avaya Aura Experience Portal R6
 - o EPM
 - o MPP
 - o 24 Port Licenses
 - o Encryption
 - o 24 ASR Proxy
 - o 24 TTS proxy
 - Loquendo ASR/TTS 24 channels, 2 Languages (1 Server)
 - Avaya CallBack assist
 - INI Audio Menus
- Avaya Workforce Optimization R11
 - o 125 QM PKG Licenses
 - Call Recording
 - o QM
 - o Encryption
- AVST (XMedius, OpenText) Messaging R8.7
 - Single server
 - o 24 SIP Ports



- o 1650 UM User Licenses
- o 50 PA Licenses
- o Fax Telephony Gateway Not in use

Emergency Operations Center (EOC)

- Avaya Aura Session Manager R6.1
- Avaya Aura CM Survivable Core (ESS) R6.1
 - o Duplex Servers
 - o G450 Gateway

PUCM

- Avaya Aura CM Survivable Remote (LSP) R6.1
 - o S8300D Server
 - o G430 Gateway

Remote Locations

- 5 With G450
- 38 With G430
- 13 with IP Phones Only

Upgraded Solutions

ConvergeOne will upgrade all of the applications to the current version. The upgraded servers will be deployed on virtual servers in a CPE VMware environment.

The licenses will be upgrade to the Avaya OneCloud Subscription Offer. The following subscription will be deployed:

- 525 Basic Users
- 2452 Core Users
- 137 Voice Agent
- 125 Workforce Engagement

Specifically, at each location:

City Hall

- Upgrade Avaya Aura System Manager to R8.1
- Upgrade Avaya Aura Session Manager to R8.1



- Add new Avaya Aura Device Services Light Configuration
- Upgrade Avaya Aura Communication Manager to R8.1
 - o Duplex Servers
- Upgrade 2 Avaya Aura Application Enablement Servers to R8.1
 - WFO "trusted" Licenses
- Upgrade Avaya Call Management System (CMS) to R19
 - o 105 Agent RTU
 - o 25 Supervisors
- Keep 25 Avaya Agent for Desktop
- Upgrade Avaya Aura Experience Portal to R8
 - o EPM
 - o MPP
 - o Encryption
 - o 24 ASR Proxy
 - o 24 TTS proxy
 - Upgrade to Nuance ASR/TTS 24 channels, 2 Languages
 - o Avaya Call Back Assist (CBA)
 - o IVR Audio Menus
- Upgrade Avaya Workforce Optimization to R15.2
 - Call Recording
 - o QM
 - o Encryption
- Upgrade AVST (XMedius, OpenText) Messaging R9.0
 - o Single server on VMWare
 - o 24 SIP Ports
 - o 1650 UM User Licenses
 - o 50 PA Licenses

Emergency Operations Center (EOC)

- Upgrade Avaya Aura Session Manager to R8.1
- Add new Avaya Aura Device Services Light Configuration
- Avaya Aura CM Survivable Core (ESS) R6.1
 - Duplex Servers



• Deploy these applications on 2 new Avaya ASP Servers

PUCM

- Upgrade Avaya Aura CM Survivable Remote (LSP) to R8.1
 - o New S8300E Server
 - o G430 Gateway

All Locations

- Update firmware on all gateways
 - o 8 G450
 - o 39 G430

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
10540 Magnolia	10540 Magnolia Ste B Riverside, CA 92505
1077 Orange	1077 Orange St Riverside, CA 92501
19595 Orange	19595 Orange Ter Riverside, CA 92508
3460 Orange	3460 Orange St Riverside, CA 92501
3900 Main St	3900 Main St Bsmt IT Riverside, CA 92522
3911 University	3911 University Ave Riverside, CA 92501
4102 Orange St	4102 Orange St Riverside, CA 92501
4600 La Sierra	4600 La Sierra Ave Riverside, CA 92505
5215 La Sierra	5215 La Sierra Ave Riverside, CA 92505
5950 Acorn	5950 Acorn Riverside, CA 92504
6927 Magnolia	6927 Magnolia Ave Riverside, CA 92506



7020 Central	7020 Central Ave Riverside, CA 92504
725 Central	725 Central Ave Riverside, CA 92507
7950 Philbin	7950 Philbin Ave Riverside, CA 92503
8267 Philbin	8267 Philbin Ave Riverside, CA 92503
9556 Magnolia	9556 Magnolia Ave Riverside, CA 92503
Alessandro	6674 Alessandro Blvd Riverside, CA 92506
Andrew	9450 Andrew St Riverside, CA 92503
Arlington	5883 Arlington Ave Riverside, CA 92504
Business Center	5050 Business Center Dr Fairfield, CA 94533
Chicago Ave	4033C Chicago Ave Riverside, CA 92507
Cranford	3510 Cranford Ave Riverside, CA 92507
Cypress	10191 Cypress Ave Riverside, CA 92503
Eastridge	2221 Eastridge Ave Riverside, CA 92507
Fairmont	3775 Fairmont Blvd Riverside, CA 92501
Hilltop	2005 Hilltop Cir Roseville, CA 95678
Hole	11076 Hole Ave Riverside, CA 92505
Indiana	10692 Indiana Ave Riverside, CA 92506
Jackson	4015 Jackson St Riverside, CA 92503
Jefferson	2590 Jefferson St Riverside, CA 92504
Lawrence St	3085 Lawrence St Riverside, CA 92522
Lincoln	8181 Lincoln Ave Riverside, CA 92504
MLK	2008 Martin Luther King Blvd Riverside, CA 92507
Madison	2985 Madison St Riverside, CA 92504



Mission Ave	3420 Mission Ave Riverside, CA 92504
Mission Inn	3581 Mission Inn Ave Riverside, CA 92501
Mulberry	3920 Mulberry St Riverside, CA 92507
Oak	401 Oak St Roseville, CA 95678
Orange St- Public Utilities Co	3460 Orange St PUBLIC UTILITY Riverside, CA 92501
RERC	5901 Payton Ave Riverside, CA 92522
Riverside	6395 Riverside Ave Riverside, CA 92506
Sycamore	6490 Sycamore Canyon Blvd Riverside, CA 92507
University	3750 University Ave Riverside, CA 92501
Wardlow	1800 E Wardlow Rd Long Beach, CA 90807

4. 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.

4.1 Avaya Unified Communication

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.



You further agree that C1 has informed you that the MLTS or hosted IP Telephony system provided under this SOW is capable of being implemented in accordance with the requirements of *Kari's Law* and *Ray Baum's Act*, but you have directed C1 not to install the MLTS in compliance with the requirements of the laws. To the extent permitted by applicable law, you hereby indemnify, release, and hold harmless C1 from and against any and all liability relating to or arising from such non-compliance and any acts or omissions of third parties involved in the handling of or response to any 911 call.

Communication Manager (CM)

Table 4-1

CM Core Services	
Item	Qty
Platform to be installed on	Customer VMware
CM Core Upgrade	1
Are you excluding the assessment for Kari's Law	No
Network Region Assessment	Y

CM Core Upgrade

ConvergeOne Responsibilities:

- Perform pre-cutover verification by retrieving various reports from the current CM for validation following the upgrade.
- Upgrade the Communication Manager server, apply the required software updates/firmware.
- Validate the correct operation of the CM Server and ensure that all, Gateways, Trunks, & Phones are up and operational.
- Perform Upgrade Test Plan with Customer to validate the operation of the upgrade.

Customer Responsibilities:

 Document any changes that are performed during the freeze period and will replicate changes following the upgrade.

Note: Core upgrades are service-affecting and require a 2- to 4-hour cutover window per server. May require a 2- to 3-week freeze on the CM configuration prior to the planned cutover.

IP Network Region Assessment

ConvergeOne Responsibilities:



- Perform a review of the Network Region configuration on the CM and each of the remote locations that are connected to this Core.
- Gather configuration details that are relevant to Network Region configuration.
- Provide a snapshot of the current Network Region configuration and will serve as the baseline for developing the Network Region recommendations.
- Provide a workbook outlining the current configuration and recommended changes to bring the Network Regions into best practices.

Note: This is an assessment only and does not include remediation or corrections. If remediation or corrections are required, ConvergeOne can provide at an additional charge.

Customer Responsibilities:

 Provide current network topology along with QoS values for all corresponding WAN connections

Kari's Law Assessment

ConvergeOne has included an e911 Legislation Assessment as part of this project. The purpose of this engagement is to review the current configuration of the Avaya Communication Manager and provide recommendations for configuration changes that will bring the client environment into compliance with current e911 Legislation. The following configuration elements will be reviewed as part of this assessment.

- Review ARS Digit Conversion for ALL and LOCATIONS
- Review ARS tables for (alrt) on ALL and LOCATIONS
- Assess Disassociated set COR allow for calling 911
- Determine if Crisis-Alert is already setup on the CM

Upon Completion of the Assessment the ConvergeOne UC Engineer will review the current configuration and provide recommendations for updates.

- Setup ARS Digit Conversion for ALL to provide access to emergency services without the need for an ARS access code.
- Setup Crisis Alert on up to 5 phones across the CM Enterprise and testing for up to 5 locations.
- Enable disassociated set COR to provide for 911 dialing on phones which are not currently registered.
- This service only provides for the configuration of Crisis Alert on a system-wide basis. Other options include segregation by Tenant or Location. Configuration of



either Tenant or Location based Crisis Alert will require a change order as further consultation and configuration would be required to implement.

C1 Responsibilities:

- C1 responsible to support Client in testing of AT&T Intrado e911 database and making changes to the Avaya trunks as required.
- C1 will be assist remotely to confirm Crisis Alerting functions as expected.
- Crisis Alert testing to be performed in a single event during normal business hours. All changes are priced to be made during normal business hours.

Client Responsibilities:

- Client responsible for contacting 911 PSAP to inform of test calls. Some 911 PSAPS
 have specific test requirements and it is the client's responsibility to contact the
 PSAP in advance to arrange testing. Client also responsible for ensuring resources
 at remote locations can place test calls to 911.
- Client responsible for ensuring that Carrier has correct Address provided for PSAP. Updating addresses with Carriers can take several days following a move or change in service.

Assumptions

- This service assumes that 911 routing is correctly configured. If additional services are required to allow for location based 911 routing, additional charges will apply.
- Services based on ARS access code being 9. If anything other than 9 is being used additional charges may apply as this may require additional configuration which has not been included in this offer.

CM Survivability (ESS/LSP)

Table4-2

Survivability Services	
Item	Qty
Survivable Server/ESS upgrade	1
Platform to be installed on	Avaya server
LSP upgrade (8300)	1
Platform to be installed on	S8300X

Survivable Server Upgrade

ConvergeOne Responsibilities:



- Upgrade the Communication Manager server, apply required software updates/firmware, and ship hardware to Customer location.
- Ensure registration between the Core CM Server and Survivable Server at the remote location.

Note: Although the software upgrade can be performed after hours, failover testing is service impacting and not included unless otherwise specified within the Scope of Work and quote.

Survivable Server Upgrade (LSP)

ConvergeOne Responsibilities:

- Upgrade the Communication Manager server, apply required software updates/firmware, and ship hardware to Customer location.
- Ensure registration between the Core CM Server and Survivable Server at the remote location.

Note: Although the software upgrade can be performed after hours, failover testing is service impacting and not included unless otherwise specified within the Scope of Work and quote.

Voice Gateways

Table 4-3

Voice Gateway Services	
Item	Qty
H.248 Media Gateway firmware updates	46

H.248 Media Gateway Firmware Upgrades

ConvergeOne will provide the following services:

- Deploy firmware on Utility, TFTP or SDM server located on client premise
- Stage firmware on standby boot bank in advance of the firmware upgrade
- Upgrade Media Gateway firmware within agreed upon maintenance window

System Manager (SMGR)

Table 4-4

SMGR Services	
Item	Qty
System Manager Upgrade	1



Platform installed on	Customer
	VMware

SMGR Upgrade

ConvergeOne Responsibilities:

- Conduct a remote system network and IP address review; reusing current SMGRs FQDN and IP address so trust management will not need to be re-established with Session Manager(s)
- Deploy AVP, Utility Services, and SMGR Servers (if applicable or unless otherwise stated in the scope)
- · Re-install all existing licenses that resided on SMGR
- Migrate existing SMGR database to new SMGR
- · Confirm that CM notify is functioning properly
- Add new SEID(s) to existing standalone SAL
- Confirm SFTP backups continue to work if previously provisioned or will set up SFTP scheduled backups if Customer provides necessary info
- Register the new server with Avaya

Task Specific Assumptions:

- During a new install or upgrade of System Manager, the System Manager will be promoted to a SHA2 CA and will sign the identity certificates for all Avaya servers that are being deployed/upgraded as part of the project. Any 3rd party servers or Avaya servers not mentioned in this SOW that may be impacted by this change will be outside of this pricing i.e. CTI connected applications.
- ConvergeOne will reuse current System Managers FQDN and IP address

Session Manager (SM/BSM)

Table 4-5

SM Services	
Item	Qty
Platform to be installed on	Customer VMware
Session Managers/BSM-Upgrade	2

SM/BSM Upgrade

ConvergeOne Responsibilities:



- Conduct a remote system network and IP address review.
- Upgrade Session Manager Software reusing current SM FQDN and IP address so trust management will not need to be re-established with Session Manager(s)
- Install Avaya authentication file
- Install SM license(s) on System Manager
- Add new SEID(s) to existing standalone SALGW
- Register the new server with Avaya
- Integrate communication manager with existing Avaya Diagnostic Server (ADS)
- If required:
 - Add AVP information into SMGR Solution Deployment Manager (SDM)
 - Add new SEID(s) to existing standalone SALGW
 - o Register the new server with Avaya

Customer Responsibilities:

- Provide site-specific information, such as software networking requirements
- Configure LAN/WAN infrastructure to support designed solution

Note: This pricing assumes that current certificate strategy is to be migrated across. If the current environment uses Avaya Demo Certificates and Customer wants to migrate to SHA2 certificates (recommended) additional costs will apply

Messaging

Table 4-6

Messaging Services	
Item	Qty
Messaging servers to be upgraded (release upgrade)	1
UC Messaging Application-Upgrade	Xmedius
Platform to be installed on	Customer
	VMware

Messaging Upgrade

ConvergeOne Responsibilities:

- Remotely work with technician or Customer contact to place and verify upgrade media in the appropriate messaging server.
- Backup appropriate messaging server to Customer provided backup server via SFTP / SCP.



- Perform server upgrade(s) on appropriate messaging servers in sequence (as applicable).
- Validate messaging functionality with the Customer.

Customer Responsibilities:

 Place and remove media from drives as directed by a ConvergeOne Engineer for a physical server upgrade.

Application Enablement Server (AES)

Table 4-7

AES Services	
Item	Qty
Platform to be installed on	Customer VMware
AES-release upgrade	2

AES Upgrade

ConvergeOne Responsibilities:

- Remotely work with technician or Customer contact to place and verify upgrade media in AES server.
- Perform an AES server upgrade on new or existing hardware.
- Work with Customer to test computer-telephony integration (CTI) applications.

Customer Responsibilities:

- Place and remove media from drives as directed by ConvergeOne engineer for a physical server upgrade.
- Test and verify the operation of all CTI applications after the AES upgrade.

Subscription Conversion and License Activation

Table 4-8

Licensing Services		
Item	Qty	
Subscription Licenses-Non Token	Υ	
Load License	1	

Load License

Based on the table (above), ConvergeOne will complete the steps (below) per license



purchased during normal ConvergeOne business hours. These steps will be repeated per license purchased and may be done at different intervals.

ConvergeOne Responsibilities:

- Download purchased license(s).
- Confirm existing license counts via screenshot, print out, or other means as defined by the manufacturer.
- Remotely Install purchased license(s).
- Confirm installed license counts via screenshot, print out, or other means as defined by manufacture.
- Provide notification of completion with a screenshot to the Customer when complete.
- This is license activation only, this quote excludes the configuration and/or programming of the intended licensed application or the use thereof.

Customer Responsibilities:

Provide remote access to all systems acquiring a license

Note: ConvergeOne is not responsible for invalid license files loaded prior to the Engineer loading them. It is assumed all licenses in operation prior are valid, purchased licenses unless otherwise stated by the Customer.

Subscription Licenses: Non-Token

Non-Token ConvergeOne Responsibilities: Renewals only

- Download purchased license(s).
- Confirm existing license counts via screenshot, print out, or other means as defined by the manufacturer.
- Remotely Install purchased license(s).
- Confirm installed license counts via screenshot, print out, or other means as defined by manufacture.
- Provide notification of completion with a screenshot to the Customer when complete.
- This is license activation only; this quote excludes the configuration and/or programming of the intended licensed application or the use thereof.

Customer Responsibilities:

Provide remote access to all systems acquiring a license



Installation of RedHat OS if required

Note:

 ConvergeOne is not responsible for invalid license files loaded prior to the Engineer loading them. It is assumed all licenses in operation prior are valid, purchased licenses unless otherwise stated by the Customer.

Product Registration

Table 4-9

Registration Services	
Item	Qty
SAL Registration	15
Additional SEID's	15
GRT Registration (other)	3

Application Services

Solution Diagram Revision

ConvergeOne Responsibilities:

- Work directly with the client's IT team to complete and provide the requested documentation
- Revise the existing solution diagram to provide an As-Built illustration of the final Avaya topology and failover design (if applicable).

Customer Responsibilities:

• Provide requested information as required

Note:

- Available in PDF format; examples available upon request
- Only applicable if a ConvergeOne solution diagram is pre-existing and up to date.

Virtualization

Table 4-10

Virtualization Services		
Item	Qty	
Deployment Verification-Single/First	1	



Deployment Verification

ConvergeOne Responsibilities:

- Perform a Web-Ex with Customer's VMware administrator to review the "as built"
 Virtualized Environment:
 - ESXI Host Specifications
 - o VMware Storage
 - Physical Network
 - Avaya Applications
- Review results of the "as-built" to determine if the virtualized environment has the capacity to deploy the Avaya OVAs and that it complies with Avaya's VE requirements
- Conducting a "web conference" to view the "Virtual Machine Properties" after the Avaya Applications are deployed.

Customer Responsibilities:

- Provide all virtualized hardware/software per the Avaya Specifications
- Providing a qualified VMware engineer to:
 - Access the vCenter Environment where the OVA will be deployed and conduct a screen share via Web-EX with Convergence Engineer
 - Review results of the "DV Results" that will be provided by the Convergence Engineer and perform any corrective actions required to bring the environment into compliance with Avaya VE specifications
- Provide remote access via RIG, SAL or VPN Download files from FTP server
- Provide a qualified VMware administrator
- Provide VMware hardware/software per Avaya Specifications
- Perform all VMware administration

Benching and Staging (hardware)

Table 4-11

Hardware Staging Services (remote)	
Item	Qty
AVP/ACP HP DL360/Dell R6X0	2
S8300X	1



The BOM Table(s) above represents all hardware to be staged by ConvergeOne. This may be done in a ConvergeOne staging facility or remotely using a Customer provided remote connection.

Note: This is services only and does not indicate ConvergeOne is supplying the actual hardware. Refer to the quote for any hardware being supplied by ConvergeOne.

ConvergeOne Responsibilities:

- Load, patch and configure servers per IP Data Collection Form, using the information provided from the ConvergeOne Engineer and the Customer.
- Register the equipment listed on the IP Data Collection Form.

Customer Responsibilities:

- Work with the ConvergeOne Engineer(s) to get the IP Data Collection Form filled out.
- Provide IP addresses & server names for all applications.
- NTP, DNS, Customer domain, registration & sync IP addresses for remote CM servers.

Onsite Installation Services

Table 4-12

Installation Services (on-site)	
Item	Qty
Server / Gateway Installation	3

Servers and Gateways

ConvergeOne Responsibilities:

- Unpack, inspect, and inventory hardware.
- Install servers and/or gateways and connect to power and network as provided by the Customer.
- Observe units upon power-up and verify the successful completion of self-test diagnostics.
- Connect required cabling from gateways to wall-field within 25 feet. If additional length is required, ConvergeOne can provide at an additional charge.

Customer Responsibilities:



- Provide a ground source (to industry standards) within 25 feet of equipment installation location.
- Provide power source within 3 feet of equipment installation location.
- Extend all network connections to the equipment being installed.
- Installation of other ancillary equipment such as routers, modems, etc. unless otherwise specified.
- Install, label, and test all in-house wiring prior to installation which may include extensions to IDF's.

Note: Refer to the BOM table above for wiring services quoted. If it is not listed, it is not included but can be added for an additional charge.

First Business Day Support

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, 8 am-5 pm local time to the customer location. Should additional support be required, these services will be managed via the Change Management process.

4.2 WFO Professional Services

AVAYA WORKFORCE ENGAGEMENT QM DEPLOYMENT on 1 Server Advanced Recording (ACRA)
Operational Quality Monitoring (QM) with Screen Capture
No Scorecards or other WFO Advanced features
Excludes recording migration

DEPLOYMENT PLANNING

References to WFO herein apply to the current version WEM
Attend kickoff call to review project scope & deliverables
Assign a resource manager to oversee Blackbird resources and activities
Participate in up to 12 planning & progress calls
Provide WFO planning forms and assist with gathering configuration details for installation
Participate in technical discussions to discuss server and configuration options

INSTALL CORE WFO FRAMEWORK APPLICATIONS

Assist customer with preparation & planning
Run the Avaya server validation tool on the WFO solution servers
Advise Server Team of Pass or Fail status so server corrections can be made (if needed)
Install WFO Framework and core applications



Apply Customer provided WFO licenses

INSTALL AVAYA CONTACT RECORDER ADVANCED

Install the integrated ACRA advanced recorder application

DMCC integration to Communication Manager via AES (Partner configured CM/AES)

Export and apply Partner provided AES certificates on ACRA for the secure TSAPI Link

Configure the Recorder Integration Server Service in Framework

Configure 0-200 recording ports in ACRA to register against DMCC stations on Avaya CM

Configure 1-10 recording targets for testing and training

Assist Customer Administrator with configuring 1-2 desktops for testing and training

Expressly excludes migration of any recordings from ACR

INSTALL OPERATIONAL QUALITY MONITORING (QM)

Install Enterprise Manager and Quality Interactions (aka QM)
If requested, migrate supported Quality databases from R12
Configure the Recorder Integration Server Service for Quality recording
Configure Performance Management Coaching
Configure 1-5 recording targets for Quality testing and training
Assist Customer with Client Software installation on 1-3 desktops for testing
Provide instructions to Customer on configuring additional user & agent workstations
Instruct Customer on installing & testing screen capture client for Agent Desktops
Expressly excludes Scorecards and CMS data

SSL/TLS SECURE SERVER ACCESS (If requested)

Assist Customer with generating Certificate Services Requests (CSR) for each WFO server Review Customer's CA signed certificates for obvious defects

Apply Customer provided SSL/TLS Security Certificates on WFO solution servers

Participate in Customer testing to confirm secure server access

If requested, configure WFO to enforce secure access (e.g., do not allow http)

TECHNICAL KNOWLEDGE TRANSFER (10 attendees)

Conduct 1 technical knowledge transfer on the WFO solution build For customer WFO system administrators, server team, and IT team

3-DAYS WFO APPLICATION TRAINING (10 attendees)

Delivered via desktop share using the customer's installed recording solution 0.5D Avaya Contact Recorder Advanced for System Administrators 0.5D QM Unified User Management for WFO System Administrators



0.5D QM Interactions Application Administration for WFO System Administrators1.0D QM Forms Designer Orientation for designated Managers & Evaluators0.5D QM End-User Orientation with Coaching for Supervisors

CUTOVER

Provide up to 4 hours of cutover support to move the new WFO into production

DISABLE RECORDING SERVICES ON EXISTING ACR R12

Stop ACR recording services (e.g., remove AES link)
Leave ACR in a non-recording state for customer access to historical recordings
No ACR configurations other than to stop the recording services

GO-LIVE

Provide 1 day of remote WFO support on Customer's FDOB

POST INSTALL SUPPORT

Provide up to 8 hours of telephone & email support in 30-minute increments Delivered over a period of 60-days post WFO software installation Includes administration, configuration, and general Q&A support Excludes system maintenance or product issues (s/w bugs)

Maintenance is covered by the Avaya Support

4.3 Call Management System

Scope: Upgrade R16.3 CMS to R19.x on customer VMware. Please note current R16.3 CMS licenses: 1 ACD, 25 Supervisors, 105 Agents, 0 ODBC. Customer requested 5 ODBC licenses for R19.x CMS so C1 design engineer will need to add 5 New ODBC/JDBC Subscription Licenses to R19.x design.

C1Advanced Services tasks

- R19 CMS PLDS license activation / configure WebLM features and licenses
- Provision new r19 CMS
- o PBX Link admin X 1
- Historical data migration X 1 (1-4 ACD migration)
- o DNS, NTP, NFS backup, and ODBC server configuration
- C1AS backup scripts to purge old backups from NFS share, USB drives, or VM data store and automate CMSADM backups



- Custom CMS database trigger, stored procedure, and binary executable on the primary CMS to generate a one-time password whenever a new CMS user account is added. This eliminates the requirement of having an administrator log in as root to set the initial password when a new user account is added.
- APS Interface Installation x 2
 - ECH Handler upgrade
 - RT Socket upgrade
- APS Additional Sessions
 - None required

Quote Assumptions

- High speed remote network access using SAL, C1V, or VPN accounts must be provided by the Customer to the C1AS team. Additional charges will be submitted via change order where remote network access is denied and C1AS tasks must be coordinated and completed using screen share applications.
- All work will be done remotely
- After hours cutover support is included as required

4.4 Avaya Aura Experience Portal

Avaya Call Back Assist Upgrade Services

Prepare, Install, Configure, Test and Cutover the Avaya Call Back Assist Solution for one Avaya AEP location. Work will be performed remotely.

Avaya Aura Experience Portal (AAEP) Platform Upgrade

C1AS will provide Engineering resources to upgrade the AAEP platform to the latest release, at time of sale, on new customer provided servers.

Production Data Center

- 1 Enterprise Portal Manager (EPM) server
- 1 Media Processing Platform (MPP) servers
- 1 Nuance TTS/ASR Speech server (2 languages)

Avaya Aura Experience Portal Auto Attendant

C1AS will build out an AAEP application for Auto Attendant for two different numbers. Customer Service and Public Utilities will be included in this effort.



Customer service- This Auto Attendant will be a touch tone only with options 1-4 and will route to fixed route points.

Public Utilities- This Auto Attendant to Press or Say the number for menu items 1-5 and will prompt callers to allow to repeat the menu options by pressing or saying the number 8 and these will route to fixed route points

C1AS will install an OOTB Nuance Platform and verify it works with the Avaya test application. Applications are designed by 3rd party in customer's app servers. C1 will not be responsible for any IVR applications not originally installed/developed by C1.

Configuring new features are not included in the upgrade quote.

Project Overview

The goal of this effort is to install and configure the Avaya Call Back Assist Solution and supporting services in the customer's environment and configure the solution per the standards set forth for the AEP connectivity. ConvergeOne will configure up to five (5) programs.

The CBA application consists of the following modules

- Callback Assist Web Administration application
- Callback Engine Service
- Callback DBMS and database (PostgreSQL)
- Callback Maintenance and Reporting Service
- Callback VXML applications (also known as Dialogs)
- Callback Call Control Application (CCA), available on SIP environment
- Callback File Server (also known as Audio Storage)
- Real Time Messaging
- Rest Callback feature
- Web Callback feature

Browser, hardware, and software requirements are determined by Avaya and can be found in their product documentation. All required servers must be provided by the customer. CM/SM programming is not included in the quote.



Standard Implementation Activities

As part of this effort, C1AS will perform the following:

- Open the appropriate TCP ports on the firewall to enable Callback Assist to operate correctly.
- Configure the host files with the current servers' IP address as well as configure the hostname file.
- Install the single tar file which is based on Linux shell scripts.
- For a secure AES TSAPI connection, C1AS will add a customer provided certificate in the CBA server.
- Configure the WebLM server URL, global settings, IVR tab, and audio tab.
- Create a voice configuration and set up callback customer and agent voice applications.
- Implement Orchestration Designer and the Apache Tomcat Web Server.
- Configure inbound application which will handle inbound calls and offer the call back option and configure outbound application to complete registered callbacks to customers.
- Change default passwords.
- Define global time zone
- Creation of the Auto Attendant for Customer Service and Public Utilities.

The following implementation activities are always performed by C1AS regardless of the desired solution functionality:

- Pre-installation Support C1AS will assist Customer with validating the readiness of the target environment for installation of the Avaya Call Back Assist Application.
- Project Initiation and Kickoff The C1AS PM will initiate the project as follows:
- Coordinate project logistics with Customer including estimated project start and end dates.
- Confirm C1AS associates are assigned to the project team.
- Validate customer resource support as defined in the Order Document
- Review project objectives with the customer project team.
- Establish project timelines and activity assignments.
- Communicate the project schedule to customer project team.

The Project Kickoff meeting will include but not be limited to, the following agenda items:



- Introduce the team members.
- Review the preliminary project plan.
- Present the approach, processes and procedures associated with the project.
- Agree to a schedule for weekly team status meetings.
- Review Project Team member roles and responsibilities.
- Review project deliverables.
- Review product capabilities and architecture.
- Review proposed solution.
- Review knowledge transfer process.
- Product Installation C1AS will install and configure the Avaya Call Back Assist Application on customer-provided server(s)
- **Solution Administration** C1AS will administer and configure the products to deliver on the requirements identified.
- **Solution Testing** C1AS will perform a unit test of each developed component, and an integrated system test of the solution, in the client environment.
- **Solution Demonstration** C1AS will demonstrate the Avaya Call Back Assist Application solution to the customer's technical and business staff.
- **Project Completion and Review** C1AS will review all work completed with the customer sponsor for the purpose of acquiring Solution acceptance.

Deployed Languages: The Avaya Call Back Assist solution will only be deployed in the English language. Other languages may be added later and can be addressed via a new project or Change Request process.

Speech Technologies: The use of Automated Speech Recognition (ASR) or Text to Speech (TTS) will not be utilized for this effort. Client will be required to provide .wav files for the call flow prompts.

5. Information Security Requirements

The following functionalities are required for proposed solutions.

Functions/Requirements

HTTPS and other encryption protocols wherever available in the platform



Allow Customer installation of Citywide Patch Management Solution / and in-house OS Updates (including to any pre-configured Open Virtual Appliance/Applications (OVA))

Customer to be provided Operating System administrative user credentials to all servers and OVA servers (e.g. init login, root password, etc.)

Role/Permission Based Access Control

Security Auditing/Logging and SIEM Compatibility

User Account & Password Management

Information Security Additional Requirements

The following functionalities are preferred functionality. If the solution does not offer any of the following functionalities, ConvergeOne will provide a statement explaining Customer alternatives.

Additional Functions/Requirements

ADFS Integration with Identity and Access Management

Secure API's, Interfaces & Associated Security Protocols

3rd Party Services Associated with the Proposed Solution (If Applicable)

Threat, Vulnerability & Risk Management

Reporting Capabilities, Data Exports/Imports and Integration with 3rd Party Data Warehouse



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. 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.

9.3. 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.
- Customer standard remote access system, SecureLink secure remote access system. 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.

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, with the exception of AURA 8 platform, for which "Cutover" will occur at a Customer agreeable hour, including possibility of after-hours, or unless otherwise stated in this scope of work.
- Customer standard SecureLink secure remote access system 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's policy server for the SAL gateway will be set to "Ask for Permission" for all SAL gateway remote access requests.



- 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 Customerowned 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 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:

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

12. 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.

12.1. 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: \$290,311.00

- Milestone 1 (50%) Project Initiation Kick Off Meeting, Resource Assignment,
 Development of Project Plan, Sign-off of Project Plan by Customer Project Manager
- Milestone 2 (50%) Final Customer acceptance of the Project

12.2. 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.

12.3. 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 Customerowned 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.



13. 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:	ConvergeOne:
Signature	Signature
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
	ConvergeOne:
PO Number	
	Signature
	Printed Name
	Title
	Date
	PO Number

