

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement A-21-033 (“Amendment No. 1”) is dated April 11, 2023 and is between ConvergeOne, Inc., a Minnesota corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On February 9<sup>th</sup>, 2021, the County and the Contractor entered into Agreement A-21-033 (hereinafter “Agreement”), for the procurement of Cisco network communication, equipment, hardware, software products, licensing and professional services.

B. The Department of Internal Services (“ISD”) has identified new projects, including upgrades to cybersecurity, such that increased compensation is required to address these higher than anticipated needs.

C. The County and the Contractor now desire to amend the Agreement to increase the total maximum compensation, as provided herein.

D. NOW, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, County and Contractor agree as follows:

1. Section 6. COMPENSATION/INVOICING, page 5 at lines 11 through 16, is deleted in its entirety and replaced with the following:

“The total maximum compensation payable to the Contractor during the initial 3-year term of this Agreement is \$13,000,000. In the event a fourth year is added to the term, the total compensation payable to the Contractor is \$14,000,000. In the event a fifth year is added to the term, the total compensation payable to the Contractor under this Agreement during the total possible five-year is \$15,000,000. In the event the total maximum compensation amount in the Initial Term, fourth year, and/or fifth year is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent term’s established maximum compensation. It is understood that all expenses incidental to the Contractor’s

1 performance of services under this Agreement shall be borne solely by the  
2 Contractor.”

3 2. Section 16. ENTIRE AGREEMENT, page 12 at lines 1 through 4 of the Agreement is  
4 delated and replaced with the following:

5 “This Agreement constitutes the entire Agreement between the Contractor and  
6 the County with respect to the subject matter hereof and supersedes all previous  
7 Agreement negotiations, proposals, commitments, writings, advertisements,  
8 publications, and understandings of any nature whatsoever unless expressly  
9 included in this Agreement. In the event of any inconsistency in interpreting the  
10 documents which constitute this Agreement, the inconsistency shall be resolved  
11 by giving precedence in the following order of priority: (1) the text of this  
12 Amendment No. 1 (2) the Agreement including Exhibits A through C.

13 3. When both parties have signed this Amendment No. 1, the Agreement, and this  
14 Amendment No. 1 together constitute the Agreement.

15 4. The Contractor represents and warrants to the County that:

- 16 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
17 under this Amendment No. 1.
- 18 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly  
19 authorized to do so and his or her signature on this Amendment No. 1 legally binds  
20 the Contractor to the terms of this Amendment No. 1.

21 5. The parties agree that this Amendment No. 1 may be executed by electronic signature  
22 as provided in this section.


- 23 a. An “electronic signature” means any symbol or process intended by an individual  
24 signing this Amendment No. 1 to represent their signature, including but not limited  
25 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or  
26 (3) an electronically scanned and transmitted (for example by PDF document)  
27 version of an original handwritten signature.

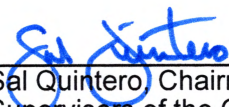


1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 CONVERGEONE, INC.

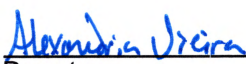
COUNTY OF FRESNO

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5   
6 \_\_\_\_\_  
7 Stephen Monteros, Vice President

8   
9 \_\_\_\_\_  
10 Sal Quintero Chairman of the Board of  
11 Supervisors of the County of Fresno

12 10900 Nesbitt Ave S.  
13 Bloomington, MN 55437

14 **Attest:**  
15 Bernice E. Seidel  
16 Clerk of the Board of Supervisors  
17 County of Fresno, State of California

18  
19 By:   
20 \_\_\_\_\_  
21 Deputy

22 For accounting use only:

23 Org No.: 8905  
24 Account No.: 7311  
25 Fund No.: 1020  
26 Subclass No.: 10000  
27  
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