## **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 fifty 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

performance of services under this Agreement shall be borne solely by the Contractor."

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

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

- 3. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.
  - 4. The Contractor represents and warrants to the County that:
    - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.
    - b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1 legally binds the Contractor to the terms of this Amendment No. 1.
- 5. The parties agree that this Amendment No. 1 may be executed by electronic signature as provided in this section.
  - a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment No. 1 to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

- b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.
- 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.
- 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

| 1                      | The parties are signing this Amendment No. 1 on the date stated in the introductor                      |  |
|------------------------|---|--|
| 2                      | clause.   |  |
| 3 4                    | CONVERGEONE, INC.   | COUNTY OF FRESNO   |
| 5                      | A   | Su tentes  |
| 6                      | Supervisors of the County of Free 10900 Nesbitt Ave S. Bloomington, MN 55437  Attest: Bernice E. Seidel | Sal Quintero Chairman of the Board of<br>Supervisors of the County of Fresno |
| 7 8                    |   | Bernice E. Seidel  |
| 9                      |   | Clerk of the Board of Supervisors<br>County of Fresno, State of California   |
| 10<br>11               |   | By: Alexandra Viara  |
| 12                     | For accounting use only:  | Dopaty   |
| 13                     | Org No.: 8905<br>Account No.: 7311  |  |
| 14                     | Fund No.: 1020<br>Subclass No.: 10000   |  |
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