



7100-8 Kit Creek Road  
PO BOX 14987  
Research Triangle Park, NC 27709-4987

January 20, 2026

County of Fresno  
333 W Pontiac Way  
Clovis, CA 93612

Dear Valued Customer:

Enclosed is the Cisco Systems Capital Corporation financing document package. Please have the appropriate person(s) review, sign and initial where appropriate.

Attached is a blank Customer Signing Certificate to add Authorized Signers.

To expedite processing, scanned copies can be sent to the email address below. Billing will not commence nor payments to the vendors made until the **executed original documents** are returned to Cisco Systems Capital Corporation. For your convenience, our FedEx Account number is 162996177.

**Attn: Greg Horvath**  
**Cisco Systems Capital Corporation**  
**7100-8 Kit Creek Road**  
**PO BOX 14987**  
**Research Triangle Park, NC 27709-4987**

If your organization is exempt from sales and use tax, please provide a copy of your current exemption certificate for our records. In addition, if you would like us to include a Purchase Order number on corresponding invoices, please send a copy of the PO to my email address below.

Please let me know if anything in this package needs to be updated. If you have any questions, please call me at +1 919 392 6477. Thank you for choosing Cisco Systems Capital Corporation. We appreciate your business!

Regards,

*Joan Smith*

Joan Smith  
Customer Contract Manager  
Cisco Systems Capital Corporation  
E-Mail: joansmit@cisco.com



## PAYMENT AGREEMENT (SLED)

This Payment Agreement (SLED), which incorporates the attached Appendix 1 (collectively, this “**Agreement**”) is entered into by Cisco Systems Capital Corporation (“**Capital**”), a Nevada corporation, having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, and County of Fresno (“**Customer**”), a Political Subdivision Chartered by the State of California, having its principal place of business at 333 W Pontiac Way, Clovis, CA 93612 and is effective as of the date of last signature below. Capitalized terms not otherwise defined in this Agreement are defined in Section 19 (Definitions).

1. **Purpose.** This Agreement contains the terms and conditions under which Capital may extend to Customer, and Customer may accept from Capital, a payment solution for the purchase of the Products and/or Soft Cost Items described in Appendix 1.
2. **Term.** The Term of this Agreement will commence on the Commencement Date and will terminate upon payment of all Payments and other amounts due hereunder, unless terminated sooner pursuant to the terms of this Agreement.
3. **Funding; Disbursements.** Capital will have no obligation to fund under this Agreement unless each of the following conditions has been fully satisfied or confirmed on or before the Expiration Date: (a) the Transaction Documents have been duly executed by Customer and delivered to Capital, (b) an opinion of counsel, if required by Capital, has been executed and delivered, (c) Capital has received the Vendor Invoice(s) for the Products from Vendor, (d) Capital has received a fully executed copy of the Escrow Agreement or trust agreement and all documents required thereunder, (e) any special conditions specified in this Agreement have been satisfied or confirmed, and (f) no Credit Event has occurred (as determined by Capital in its sole and absolute discretion). If the foregoing conditions are fully satisfied, then Capital will pay the Vendor the Total Cost. If any of the foregoing conditions are not satisfied, then Capital will have no obligation to fund the purchase of the Products and Customer will be solely responsible to Vendor for all obligations arising under the Purchase Documents, including, without limitation, the obligation to pay for the Products. Upon written request from Customer, Capital may, in its sole and absolute discretion, extend the Expiration Date (and, if necessary, the Commencement Date) in a written notice delivered to Customer by no later than the original Expiration Date.
4. **Payments.** Customer agrees to make each Payment in the amount and manner specified in this Agreement, without notice or demand, as each Payment becomes due and payable. All Periodic Payments are exclusive of any Taxes, unless otherwise specified. Capital may charge Customer a Late Fee on any Payment not made when due for the period during which it remains overdue (including during any applicable grace period).
5. **Taxes.** Customer will pay when due directly to Vendor (or, if financed under this Agreement, by reimbursement to Capital), all Taxes (other than those measured by Capital’s net income) applicable to Customer’s purchase of the Products, the Payments, or otherwise payable in connection with this Agreement. To the extent permitted by law, Customer indemnifies and holds Capital harmless from, any obligation, claim or demand to pay any such Taxes (except to the extent financed under this Agreement). The “Total Cost” in Appendix 1 does not include any Taxes, unless otherwise stated.
6. **Selection; Authorization to Order.** Customer has, based upon its own judgment, independently selected the Products and/or Soft Cost Items, and, by its execution of this Agreement represents, warrants, and acknowledges that: (i) as to any Products, Customer has reviewed, approved and agreed to be bound by any related Purchase Documents, License Agreements, and Services terms; (ii) even if the Vendor is affiliated with Capital, Capital will not be considered to have made any statement, representation, warranty, or promise made by Vendor; and (iii) neither Vendor nor Capital will be considered to be an agent of the other. Customer agrees to be bound by any purchase order placed (or released) by Capital on Customer’s behalf, to the extent requested by Customer to facilitate the payment solution specified in this Agreement, and irrevocably authorizes Capital to submit the same to Vendor for such Products and any Soft Cost Items on Customer’s behalf.
7. **Non-Cancelable Agreement; Unconditional Payment. ONCE THE TERM HAS BEGUN, SUBJECT TO SECTION 11 BELOW, THIS AGREEMENT WILL BE NON-CANCELABLE. SUBJECT TO SECTION 11 BELOW, CUSTOMER AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL PAYMENTS WHEN DUE UNDER THIS AGREEMENT. CUSTOMER MAY NOT ABATE OR REDUCE ANY PAYMENTS DUE OR SET OFF ANY CHARGE AGAINST ANY PAYMENT. CUSTOMER HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM, OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY PAYMENT DUE UNDER THIS AGREEMENT, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS AGREEMENT OR OTHERWISE. IF ANY PRODUCTS ARE NOT PROPERLY INSTALLED, DO NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY VENDOR, OR ARE UNSATISFACTORY FOR ANY REASON WHATSOEVER, CUSTOMER WILL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST VENDOR AND CUSTOMER WILL NEVERTHELESS PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT.**
8. **Disclaimers.** This Agreement conveys no explicit or implicit license for the use of Software or other intellectual property, and such license rights, to the extent they exist, are contained in separate license documentation entered into between Customer and Vendor. **AS BETWEEN CUSTOMER AND CAPITAL, CUSTOMER ACCEPTS THE PRODUCTS “AS IS, WHERE IS”. CAPITAL MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, DESIGN, OR CONDITION OF THE PRODUCTS, OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING ANY PATENT, COPYRIGHT, OR TRADEMARK RIGHTS, OF ANY THIRD PARTY, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE) RELATING TO THE PRODUCTS. CAPITAL WILL HAVE NO LIABILITY TO CUSTOMER, OR ITS CUSTOMERS, OR ANY OTHER PERSONS, FOR ANY DAMAGES AT LAW OR IN EQUITY, ARISING OUT OF THIS AGREEMENT, CONCERNING ANY PRODUCTS, INCLUDING DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY.** Notwithstanding the foregoing, nothing in this Agreement will affect Customer’s rights against persons other than Capital, or Capital’s liability to Customer, in a separate action at law, for direct damages solely to the extent arising from Capital’s breach of its express obligations under this Agreement. Capital makes no representation as to the treatment of this Agreement for tax or accounting purposes.

**9. Representations, Warranties, and Covenants of Customer.** Customer represents, warrants, and covenants to Capital, as of the date of this Agreement and the Commencement Date, that:

- (a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its State of organization, with full power and authority to enter into the Transaction Documents and perform all of its obligations under such Transaction Documents;
- (b) the Transaction Documents have been duly authorized, authenticated, and delivered by Customer by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of such Transaction Documents against Customer;
- (c) no other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the Transaction Documents and the transactions contemplated thereby;
- (d) Customer has complied with such public bidding requirements and other state, local and federal laws as may be applicable to the Transaction Documents and the acquisition by Customer of the Products;
- (e) Customer's acquisition of the Products is necessary, useful and/or appropriate to one or more governmental purposes of Customer;
- (f) the Products will at all times be used by Customer for the purpose of performing essential governmental functions;
- (g) the acquisition and financing of the Products is necessary for the proper, efficient and economic operation of Customer and/or the services it provides to the citizens of its State, and consistent with the permissible scope of the Customer's authority;
- (h) Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the Term;
- (i) Customer has, in accordance with the requirements of applicable law, fully budgeted and appropriated sufficient funds to make all Payments and to perform its other obligations under this Agreement and the other Transaction Documents during the current Fiscal Period, and such funds have not been expended for other purposes;
- (j) neither the execution and delivery of any Transaction Document, nor the fulfillment of or compliance with the terms and conditions of any Transaction Document, nor the consummation of any of the transactions contemplated thereby, will conflict with, constitute a breach of, or default under the rules of procedure of Customer, or any constitutional or statutory provision, or any order, rule, regulation, decree or ordinance of any court, government or governmental body to which Customer, any of the Products or any of Customer's other properties are subject; and
- (k) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Customer's knowledge, threatened against Customer, wherein an unfavorable ruling or finding would adversely affect the validity or enforceability of any Transaction Document.

**10. Appropriation.** Customer intends to continue this Agreement for the applicable Term, and to make all Payments due under this Agreement.

**11. Non-Appropriation.** The term of this Agreement will consist of annual one-year terms, each automatically expiring on the last day of each Fiscal Period, unless, prior to the end of such Fiscal Period, Customer appropriates funds sufficient to pay Payments due during the next Fiscal Period. Notwithstanding any provision to the contrary herein, Customer may terminate this Agreement in whole, but not in part, if sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue this Agreement beyond the current Fiscal Period; (collectively, an "**Event of Non-Appropriation**"). Upon such termination of this Agreement, Customer's obligations under this Agreement, and any interest of Customer in the Products covered by this Agreement, will immediately cease; provided, however, that if, upon such termination, Customer continues to use any Software or receive any Services or other benefits constituting any such Soft Cost Items, such termination will nevertheless be effective but Customer will be responsible for the payment of damages to Capital in an amount equal to the portion of any Payment thereafter coming due that is attributable to the number of days after such termination during which Customer continues to use such Software or receive such Services or other benefits of any such Soft Cost Items, and for any other losses suffered by Capital as a result of Customer's continued use such Software or receipt of such Services or other benefits of any such Soft Cost Items. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, and to the extent permitted by law, it will use its best efforts to duly make budget requests for each Fiscal Period during the Term of this Agreement for adequate funds to meet its payment obligations and to continue this Agreement in full force and effect.

**12. Non-Substitution.** For a period of ninety (90) days following the date of termination of this Agreement by Customer due to the occurrence of an Event of Non-Appropriation, Customer, to the extent permitted by law, will not purchase, lease, or rent other property to be used to perform the same or similar function(s) as those performed by the Products covered by this Agreement, except when necessary for public health, safety, and welfare, as determined by a declaration of emergency made by the governing body of Customer or the highest elected official of Customer.

**13. No Indebtedness Limitation.** Capital and Customer intend that the obligation of Customer to make any Payment due under this Agreement constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

**14. Events of Default.** Subject to Section 11 above, the occurrence of any of the following will constitute an "**Event of Default**" under this Agreement: (a) Customer fails to pay any amount due under this Agreement within fifteen (15) days after it becomes due and payable; (b) any representation or warranty of Customer made in this Agreement, any other Transaction Document, or any ancillary document delivered by Customer to Capital in connection with this Agreement proves to have been false or misleading when made; (c) Customer fails to perform any other obligation, covenant, condition, or agreement made by it under this Agreement or any other Transaction Document, and such failure continues for twenty (20) days; (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against Customer of this Agreement; (e) Customer defaults under any other agreement with Capital; (f) Customer dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent, or fails generally to pay its debts as they become due; (g) Customer merges or consolidates with any other entity, or sells, leases, or disposes of all or substantially all of its assets without the prior written consent of Capital, which consent will not be unreasonably withheld; or (h) any change occurs in relation to Customer's business, management, ownership, or financial condition that would have a material adverse effect on Customer's ability to perform its obligations under this Agreement.

**15. Remedies.** If an Event of Default occurs, Capital may exercise any one or more of the following remedies: (a) terminate this Agreement; (b) proceed by court action to enforce performance by Customer of this Agreement and/or to recover all damages and expenses suffered by Capital as a consequence of such Event of Default, including, where applicable, any loss of anticipated tax benefits; (c) take possession of, or render unusable, any Hardware and other Collateral wherever located, without notice or process of law (and such action will not constitute a cancellation or termination of this Agreement); (d) require Customer to assemble such Hardware and other Collateral and deliver it to Capital at a location designated by Capital; (e) sell or lease any or all of the Hardware and other Collateral, through public or private sale or lease transactions, and apply the Net Proceeds thereof to Customer's obligations under this Agreement (with Customer remaining liable for any resulting deficiency); (f) to the extent Software or Services are included as Soft

Cost Items under this Agreement, Capital may, after giving prior written notice to Customer, exercise its Soft Cost Remedies; (g) by written notice to any escrow agent who is holding proceeds of this Agreement, instruct such escrow agent to release all such proceeds and any earnings thereon to Capital, such sums to be credited to payment of Customer's obligations under this Agreement; or (h) exercise any other right or remedy available at law or in equity. The foregoing remedies are cumulative in nature and are intended only to make Capital whole (as if no Event of Default occurred) and not to penalize Customer or allow Capital duplicative remedies.

**16. Assignment.** Capital may pledge, transfer, or otherwise assign any or all of Capital's interest in this Agreement, Products or Soft Cost Item without prior notice to or consent by Customer. Any assignee of Capital will have all of the rights, but none of the obligations of Capital under this Agreement with such obligations remaining with Capital (unless otherwise provided in the applicable assignment). After its receipt of notice of any such assignment, Customer will pay all Payments and other amounts due as directed in such notice. **Customer waives and agrees that it will not assert against any assignee any claim, defense, counterclaim, or offset that Customer may have against Capital or any preceding assignee.** Customer acknowledges that any assignment by Capital will not materially change Customer's duties or obligations or increase its risks or burdens under this Agreement. Customer may only assign or transfer any of its rights, duties, or obligations in this Agreement, after obtaining the prior written consent of Capital, which, if given, may be subject to conditions.

#### 17. Hardware Related Provisions

**17.1 Use; Maintenance; Inspection.** Customer will use the Hardware in a manner consistent with the manufacturer's recommendations and instructions and all applicable laws and regulations. Customer will, at its expense, keep all Hardware in good repair, condition, and working order (ordinary wear and tear excepted). Customer will ensure that the Hardware is covered by a maintenance agreement, to the extent available, with the manufacturer of the Hardware or other party reasonably acceptable to Capital. Capital may inspect the Hardware at reasonable times, upon reasonable notice, and in compliance with Customer's standard and reasonable security regulations.

**17.2 Insurance.** Customer will maintain, at its own expense: (a) property casualty insurance in an amount not less than the full replacement value of the Hardware naming Capital as "loss payee", and (b) public general liability insurance naming Capital as an "additional insured". The coverage must provide that it may not be cancelled or materially altered without at least 30 days prior written notice to Capital. Customer will deliver certificates of insurance to Capital upon Capital's request. Notwithstanding the foregoing, so long as no Event of Default has occurred, Customer may self-insure against such risks under a self-insurance program provided that Capital's interest is protected to the same extent as if the insurance required pursuant to this Section has been obtained from a third-party insurance carrier. If at any time Customer elects to terminate self-insurance, Customer will obtain the insurance coverage described above and provide evidence thereof to Capital.

**17.3 Ownership.** Customer is the sole owner of the Hardware and has sole title to it. Customer acknowledges and represents that the Hardware will be and remain personal property, notwithstanding the manner it may be attached or affixed to realty. Customer will not lend, pledge, lease, sublease, or allow any third party to have an enforceable right in or to the Hardware or permit to exist any security interest, lien, or encumbrance with respect to any of the Hardware and will indemnify and hold Capital harmless from and against any loss or expense caused by Customer's failure to do so. Customer will give Capital immediate written notice of any attachment or judicial process affecting any item of Hardware. Customer will ensure that the Hardware remains within the United States.

**17.4 [Intentionally omitted]**

**17.5 Chattel Paper.** The original of this Agreement will constitute chattel paper for purposes of the Uniform Commercial Code ("UCC"). If there exist multiple originals, the one marked "Original Copy" or words of similar import, will be the only chattel paper. To the extent this Agreement is executed via Electronic Execution, it will constitute "chattel paper" or "electronic chattel paper" and authoritative copies under Article 9 of UCC and a Transferable Record under the 1999 Uniform Electronic Transactions Act, or the equivalent under applicable state law.

#### 18. Miscellaneous

**18.1 Notices.** Any notice, request, demand, consent, or other communication provided for or permitted in relation to this Agreement (a) must be in writing and delivered to such party at its address, or received by the party at an email address, specified in Appendix 1, and (b) will be considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) three (3) business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Capital may deliver notices to Customer under this Agreement via email, regular mail, overnight mail or personal delivery.

**18.2 Disclosure.** Customer acknowledges that Capital may disclose to a third party information about this Agreement, Customer, or the Products and/or Soft Cost Items for administration, regulatory compliance, fraud prevention, credit and risk assessment, financing or syndication purposes, or to facilitate Vendor's processing of an order for the Products and/or Soft Cost Items on behalf of Customer.

**18.3 Continuing Disclosure.** Capital acknowledges that, in connection with Customer's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Customer pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Customer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Customer will not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Capital: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Customer acknowledges and agrees that Capital is not responsible in connection with any EMMA Notice relating to this Agreement for Customer's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

**18.4 Rights and Remedies.** Failure or delay on the part of Capital in exercising any right or remedy under this Agreement will not operate as a waiver.

**18.5 Interpretation.** The captions and headings contained in this Agreement are for convenience only and will not affect the interpretation of this Agreement. In this Agreement, the word "including" is not limiting, "person" includes individuals, corporations, and other legal persons and entities, and the singular includes the plural and vice versa. Unless a contrary indication appears, a reference to any document is a reference to that document as amended, novated, supplemented, extended, or restated from time to time.

**18.6 Severability.** If any term in this Agreement is invalid or unenforceable, then the rest of the terms will continue with full force and effect to the extent possible.

- 18.7 **Survival.** All representations, warranties, and covenants made by Customer hereunder will survive the termination of this Agreement and will remain in full force and effect. All obligations of Customer to indemnify Capital will survive the cancellation or termination of this Agreement and be enforceable by Capital and Capital's successors and assigns.
- 18.8 **Reports, Etc.** Customer will provide Capital with the following notices, reports and other materials, in writing within the respective time periods specified therein: (a) notice of any anticipated occurrence of an Event of Non-Appropriation with respect to this Agreement, if practical, within sixty (60) days prior to such occurrence; (b) proof of appropriation by Customer's governing body with respect to Customer's Payment obligations under this Agreement for the next succeeding Fiscal Period, in a form reasonably acceptable to Capital, within sixty (60) days prior to the last day of the Fiscal Period; and (c) any other documents or reports required or otherwise reasonably requested by Capital (including, without limitation, affidavits, secretary's or clerk's certificates, essential use certificates, and opinions of counsel, in substantially such form as provided to Customer by Capital and otherwise satisfactory to Capital).
- 18.9 **Opinion of Counsel.** If required by Capital (as specified in Appendix 1), Customer, at its sole cost and expense, will deliver to Capital, the opinion of its legal counsel substantially in the form attached as Exhibit A hereto.
- 18.10 **Financial Statements.** If not publicly available, Customer will promptly furnish to Capital such financial or other statements regarding the condition and operations of Customer, as Capital may from time-to-time reasonably request.
- 18.11 **Customer-Capital Purchase Order.** Customer agrees that any "purchase order" issued by Customer to Capital in relation to any Products and/or Soft Cost Items will be issued for Customer's internal use only for the purpose of authorizing Customer's payments to Capital under this Agreement, and none of its terms and conditions will modify or affect the terms of this Agreement.
- 18.12 **No Third-Party Beneficiaries.** Except in the event of a permitted assignment, these terms do not grant any right or cause of action to any third party.
- 18.13 **Anti-Money Laundering.** Customer will provide Capital with such information as Capital may require, so that Capital may comply with its obligations under any applicable anti-money laundering and counter terrorism financing laws and regulations.
- 18.14 **Maximum Rate.** If for any reason Capital is deemed under applicable law to have contracted for, charged, or received any consideration constituting interest in excess of the highest lawful rate, then any such excess will be deemed to have been cancelled automatically and, if previously paid by Customer, will at Capital's option be applied to the principal amount outstanding under this Agreement or be refunded to Customer.
- 18.15 **Further Assurances.** Customer agrees to promptly execute and deliver to Capital such further documents and take such further action as Capital may require to carry out the intent and purpose of this Agreement.
- 18.16 **Performance of Customer's Obligations.** Upon Customer's failure to perform any of its obligations under this Agreement, Capital may procure the performance of such obligations and recover the related expenses incurred by Capital from Customer on demand.
- 18.17 **Execution; Counterparts.** The parties may execute the Transaction Documents by Electronic Execution or manually, and may do so in counterparts, and when so executed each counterpart will be deemed to be an original, and such counterparts together will constitute one and the same instrument. Each individual signatory of the Transaction Documents will be authorized to do so on behalf of his or her respective party and binds the party to such Transaction Documents. A scan of an original signature on the Transaction Documents delivered by reliable electronic means (such as by facsimile transmission or a ".pdf" file by email) will be deemed to be as effective for all purposes as delivery of a manually executed copy of such Transaction Documents. Only one electronic record will be created as the authoritative copy and the same will at all times be deemed to be controlled by Capital or its assignee. Capital will maintain the sole "original" version of this Agreement (whether in electronic or other tangible form). The parties waive any defense to the validity or enforceability of the Transaction Documents related to the use of Electronic Execution.
- 18.18 **Entire Agreement.** This Agreement, together with the other Transaction Documents, will constitute the entire agreement between Capital and Customer with respect to this subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to such matters. Except as otherwise provided in such Transaction Document, any amendment of, or modification to, any provision of any Transaction Document will not bind either party unless it is set forth in writing and executed by both parties.
- 18.19 **Governing Law** The parties agree this Agreement and all Transaction Documents will be governed in all respects by the internal laws of the State, without regard to its principles of conflicts of laws. Customer hereby consents to personal jurisdiction and venue in the courts of the State in any action or proceeding with respect to any Transaction Document or Products.

## 19. Definitions

"**Commencement Date**" means the date specified as the "Commencement Date" in Appendix 1.

"**Credit Event**" means, as of any date: (i) Customer fails to satisfy Capital's then current credit approval standards, policies, or practices, (ii) the occurrence of any change in global or national political conditions or general economic or market conditions which adversely affect the jurisdiction and/or the industry in which the Customer operates, or (iii) the occurrence of any Event of Default or any event or condition that, with notice or the passage of time, or both, would constitute an Event of Default.

"**Electronic Execution**" means the execution of any or all the Transaction Documents by a party thereto by any electronic means.

"**Escrow Agent**" means U.S. Bank National Association, and its successors and assigns.

"**Escrow Agreement**" means the escrow agreement (in the form provided by Escrow Agent and agreed by the parties) entered into between Escrow Agent, Customer and Capital.

"**Event of Default**" has the meaning given to it in Section 14 (Events of Default).

"**Expiration Date**" means the date on which Capital's credit and pricing approvals for the transaction contemplated by this Agreement will expire if, for whatever reason, it has not already been funded by Capital. Unless an earlier date is specified in Appendix 1, the Expiration Date will be the date that is 120 days from the effective date of this Agreement specified in the preamble above.

"**First Fiscal Period**" means the period specified as the "First Fiscal Period" in Appendix 1.

"**Fiscal Period**" means the period specified as the "Fiscal Period" in Appendix 1.

"**Hardware**" means any items of equipment listed in Appendix 1, together with all parts, substitutions, replacements, additions, and accessions thereto.

"**Indirect Tax**" means value added tax, turnover tax, distribution tax, transfer tax, property tax, goods and services taxes, sales and use taxes, customs and other import or export duty or excise duty (including any customs duties, anti-dumping duties, and countervailing duties).

"**Late Fee**" means the amount to be charged on any overdue Payment for the period during which it is overdue, calculated based on the rate specified in Appendix 1.

"**License Agreement**" means any license agreement or other document granting the Customer the right to use Software.

“**Net Proceeds**” means the proceeds Capital received after deducting: (i) all costs and expenses (including reasonable attorneys’ fees) incurred by Capital in retaking possession of, and removing, storing, repairing, refurbishing, and selling or re-leasing such Hardware, and enforcing any obligations of Customer hereunder; and (ii) interest on any overdue payment, for the period of time during which it is overdue, at a rate equal to the Late Fee.

“**Payment**” means each Periodic Payment and all other amounts payable under this Agreement.

“**Payment Period**” means the period for which a Periodic Payment is due and payable.

“**Periodic Payment**” means the amount due and payable each Payment Period.

“**Products**” means the Hardware, Software and/or Services listed in [Appendix 1](#).

“**Purchase Documents**” means any purchase order, contract, bill of sale, license agreement, invoice and/or other documents entered into with or issued by or to any Vendor relating to the procurement of Products and/or Soft Cost Items by Customer.

“**Services**” means any maintenance and/or other services listed in [Appendix 1](#).

“**Soft Cost Items**” means any costs related to Software, Services, Taxes, and/or any other one-time charges or related expenses funded by Capital as listed in [Appendix 1](#).

“**Soft Cost Remedies**” means remedies related to Software and/or Services whereby Capital may deliver a notice instructing the applicable Vendor of such Software and/or Services to (and such Vendor may, without any liability to Customer) immediately cancel, terminate, suspend, or rescind such Software and/or Services, as applicable, whereupon Customer’s rights to such Software and/or Services will immediately be cancelled, terminated, suspended, and/or rescinded, as applicable.

“**Software**” means any software license listed in [Appendix 1](#).

“**State**” means the state or commonwealth in which Customer is located.

“**Taxes**” means all present and future taxes, levies, imposts, duties, assessments, fees, stamp, registration or license fees or other documentary duty, deductions, withholdings, or charges of any nature whatsoever, however designated, including, any Indirect Tax, or other similar amounts imposed or assessed by any governmental body, taxing or fiscal authority or agency together with interest thereon and penalties in respect thereof.

“**Term**” means the period specified as the “Term” in [Appendix 1](#).

“**Total Cost**” means (a) as to any Hardware, the total acquisition cost for the Hardware as set forth in the applicable Purchase Documents, and (b) as to any Soft Cost Items, the total amount of the Soft Cost Items, all as specified in [Appendix 1](#).

“**Transaction Documents**” means this Agreement and each of the other documents, certificates and agreements executed by Customer or required by Capital in connection therewith (including but not limited to, acceptance certificate(s), opinion(s) of counsel, incumbency certificate(s), and escrow and trust agreement(s)).

“**Vendor**” means the seller, manufacturer, licensor, supplier, or provider of Products and/or Soft Cost Items specified in [Appendix 1](#).

“**Vendor Invoice**” means Vendor’s invoice for the Products and/or Soft Cost Items covered by [Appendix 1](#), which invoice must be final, accurate and complete, and include a description and serial numbers of Hardware and a list of the Software and Services and other Soft Cost Items (if Vendor ordinarily provides such information on its invoices), or reference to Customer’s purchase order number, the Total Cost of such Products and/or Soft Cost Items, and such other information as Capital may reasonably require.

CUSTOMER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. EACH PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT SUCH PERSON IS AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF CUSTOMER.

**CISCO SYSTEMS CAPITAL CORPORATION**

DocuSigned by:  
By: Sam Azzouni  
13699C0F16D34BE...

Name (Print): Sam Azzouni

Title: Operations Director

Date: January 20, 2026 | 4:38:23 PM EST

DS  
PD

**COUNTY OF FRESNO**

By: Garry Bredefeld

Name (Print): Garry Bredefeld

Title: Chairman of the Board of Supervisors of the County of Fresno

Date: 1-27-2026

**Attest:**

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By: Hannah

Deputy

Date: 1-27-2026

**For accounting use only:**

Org No.: 8905  
Account No.: 7309  
Fund No.: 1020  
Subclass No.: 10000

**Appendix 1 to Payment Agreement No. 001-0004946****1. Payment Terms**

<b>Description of Products and/or Soft Cost Items:</b>	Hardware	\$141,698.89
	Software:	\$6,411,192.86
	Services:	\$2,988,711.07
	Other Soft Cost Items:	\$991,314.08
	Financed Tax	\$12,717.48
	<b>Total Cost:</b>	<b>\$10,545,634.38</b>
<b>Commencement Date:</b>	February 1, 2026	
<b>Term:</b>	55 months (plus the number of days from the Commencement Date to the first Periodic Payment Date, if any).	
<b>Periodic Payment Date(s):</b>	(See Payment information in "Periodic Payment" below.)	
<b>Payment Period:</b>	(See Payment information in "Periodic Payment" below.)	
<b>Periodic Payment(s):</b>	Payment Date(s)	Payment Amount
	March 1, 2026	\$1,500,000.00
	September 1, 2026	\$2,261,408.59
	September 1, 2027	\$2,261,408.59
	September 1, 2028	\$2,261,408.59
	September 1, 2029	\$2,261,408.61
<b>Effective Interest Rate:</b>	0%	
<b>Fiscal Period:</b>	Commences on July 1, and ends on June 30 of each year.	
<b>First Fiscal Period:</b>	Commences on July 1, 2025 and ends on June 30, 2026	
<b>Late Fee:</b>	1.17 % per month (or, if lower, the maximum rate permitted by applicable law)	
<b>Remittance Instruction:</b>	<b>(For ACH Payments)</b> Bank: Bank of America For the Account of: Cisco Systems Capital Corporation ABA No.: 121000358 Account No.: 1233124070	<b>(For Check Payments)</b> Cisco Capital Lock Box P.O. Box 742927 Los Angeles, CA 90074-2927
<b>Vendor Name(s):</b>	Converge One	
<b>Vendor Contract Number(s):</b>	Quote #'s OP-000763801, OP-000889901, OP-000846475, OP-000874623	
<b>Opinion of Counsel</b>	Required	
<b>Funding/Disbursement(s) Process:</b>	Capital will fund the Total Cost pursuant to the terms of the Escrow Agreement.	

**2. Notice**

The parties' respective information for service of notices is as follows:

<b>Customer:</b>	County of Fresno	<b>Capital:</b>	Cisco Systems Capital Corporation
<b>Attn:</b>	Director of Information Technology/Chief Information Officer	<b>Attn:</b>	Theatre Lead, Americas
<b>Address:</b>	333 W. Pontiac Way Clovis, CA 93612	<b>Address:</b>	170 W Tasman Drive, San Jose, CA 95134
<b>Phone:</b>	559-600-5800	<b>Phone:</b>	(984) 216-0514
<b>Email:</b>	<a href="mailto:itsdadminoffice@fresnocountyca.gov">itsdadminoffice@fresnocountyca.gov</a>	<b>Email:</b>	<a href="mailto:cscc-americas-notice@cisco.com">cscc-americas-notice@cisco.com</a>

### 3. Additional Provisions; Special Conditions

- 3.1 Commencement.** Unless otherwise specified above in this Appendix 1, the Commencement Date will be the date the Products are delivered and inspected by Customer and found to be satisfactory, or if acceptance requirements for such Products are specified in the applicable Purchase Documents as soon as such requirements are met (“**Acceptance Date**”), as specified by Customer on a Certificate of Acceptance, in form provided by Capital. Customer agrees to deliver a duly executed Certificate of Acceptance to Capital within five (5) days of the applicable Acceptance Date. Capital will rely upon the accuracy of such Certificate of Acceptance, and such Certificate of Acceptance will be conclusive evidence that (i) the Hardware has been delivered to and inspected by Customer, is in good order and condition, and fit for the purpose for which it may be intended, and (ii) any Soft Cost Items have been received or incurred (as applicable) by Customer.
- 3.2 Escrow Agreement; Escrow Agent.** As a condition to any funding under this Schedule, the parties will execute and deliver the Escrow Agreement among Escrow Agent, Customer and Capital.

## EXHIBIT A

Form of Opinion of Counsel*[To be provided on letterhead of Customer's counsel.]*

\_\_\_\_\_, 2026

Cisco Systems Capital Corporation  
 170 W. Tasman  
 San Jose, CA 95134  
 Attn.: Theatre Lead, Americas

Re: Payment Agreement (SLED) No. 001-0004946 dated \_\_\_\_\_, 2026 (the “**Agreement**”), by and between Cisco Systems Capital Corporation (“**Capital**”) and County of Fresno (“**Customer**”)

Ladies and Gentlemen:

We have acted as special counsel to Customer in connection with the Agreement and that certain Escrow Agreement dated \_\_\_\_\_, 2026 (the “**Escrow Agreement**”), by and among Customer, Capital and U.S. Bank National Association, as Escrow Agent. As used in this opinion, the term “**Transaction Documents**” means, collectively, the Transaction Documents (as defined in the Agreement), and the Escrow Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Agreement.

As to questions of fact material to our opinion, we have relied upon the representations of Customer in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the laws of the State of California.
2. Customer has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including, if applicable, the opening of the account described in the Escrow Agreement.
3. The execution, delivery and performance of the Transaction Documents by Customer has been duly authorized by all necessary action on the part of Customer.
4. All proceedings of Customer and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Customer has acquired or has arranged for the acquisition of the Products subject to the Agreement, and has entered into the Agreement, in compliance with all applicable public bidding laws.
6. Customer has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Customer of the Transaction Documents.
7. The Transaction Documents have been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable

principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court: (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Customer to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

This opinion may be relied upon by Capital, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

[Firm Name]

By: \_\_\_\_\_



## Customer Billing Profile

Customer Name: County of Fresno  
Master Agreement:  
Contract Number: 001-0004946

Customer Contract Manager: Joan Smith  
Email Address: joansmit@cisco.com  
Phone Number: +1 919 392 6477

## Billing Requirements:

Please review details below and note updates as required.

AP Contact: Katie Pursell  
Phone: 559-600-5942  
Email: ITSDBusinessoffice@fresnocountyca.gov  
333 W Pontiac Way  
Bill To Address: Clovis, CA, 93612

Delivery Method: ☐ Mail ☒ Email ☐ Web Portal

AP Mailer Alias: \_\_\_\_\_

Web Portal / URL: \_\_\_\_\_

Please note PO or Reference Number details to be included on billing notifications.

Purchase Order Number: 8905260382

PO Validity Period: ☐ Annually ☐ Quarterly ☒ Contract Maturity

Reference Number: \_\_\_\_\_

## Payment Method:

Cisco Capital offers Direct Debit Authorization where payments can be debited via Automated Clearing House (ACH) per the terms of the contract.

☐ Yes, sign us up for Direct Debit! ☐ No, Thank you we will opt out.

Preferred Payment Method: ☐ Wire Transfer ☒ ACH ☐ Direct Debit ☐ Check

To use "ACH" the vendor must set up details directly to our auditor, or default to check method

## Transaction Details:

Please indicate the number of install locations for the equipment and/or services on this contract.

Equipment & Services Locations: ☐ 1 Location ☐ Multiple Locations ☒ Refer to PO for Location Detail  
☐ Staging Location

Please indicate how applicable freight charges should be billed.

Freight Charges: ☐ Not Financed ☒ Include in Financed Amount (subject to additional interest)

Please indicate how applicable tax charges should be billed.

**Upfront Sales & Use Tax:** ☐ Tax Exempt\* ☐ Direct Pay Certificate  
☐ Not Financed\*\* ☒ Include in Financed Amount (subject to additional interest)

*Cisco Capital will bill Personal Property Tax, as applicable, annually, according to the state where the assets are located.*

*\*Customer must provide a copy of their valid tax exemption certificate to partner.*

*\*\*Non-Financed Upfront Sales & Use Tax for loans will be billed by partner; customer remits payment direct to partner.*

# Cisco Capital Information

## Cisco Capital Information:

**Corporate Address:** Cisco Systems Capital Corporation  
170 W. Tasman Dr.  
San Jose, CA 95134

**Website:** [www.ciscocapital.com](http://www.ciscocapital.com)

**Tax ID Number:** 77-0440621

**SIC Code:** 3661

**DUNS:** 13-109-9975

**Correspondence Address:** Cisco Systems Capital Corporation  
P.O. Box 742927  
Los Angeles, CA 90074-2927

## Cisco Capital Remittance Information:

**Remittance Address:** Cisco Systems Capital Corporation  
P.O. Box 742927  
Los Angeles, CA 90074-2927

**Local & National Overnight Courier** Bank of America Lockbox Services  
(FedEX, UPS, DHL, etc.) Cisco Systems Capital Corporation  
Lockbox LAC-742927  
2706 Media Center Dr  
Los Angeles, CA 90065

**Wire Transfers:** Cisco Systems Capital Corporation  
c/o Bank of America

**ACH Information:** Cisco Systems Capital Corporation  
c/o Bank of America

**ACCOUNT #:** 1233124070

**ABA #:** 026009593

**ACCOUNT #:** 1233124070

**ABA #:** 121000358

**CUSTOMER SIGNING CERTIFICATE**

in respect of  
**County of Fresno**  
 (“Customer”)

I, the undersigned officer or other official of Customer, hereby certify that: (a) I am an officer or other official of Customer with the authority to make the statements in this Certificate; (b) each of the persons listed below is a duly-appointed and authorized officer and/or authorized signatory of Customer (each, an “**Authorized Signatory**”), with full power and authority to execute and deliver Transaction Documents (defined below) to Cisco Systems Capital Corporation and/or its affiliates (collectively, “**Capital**”) in the name and on behalf of Customer, and to bind Customer thereto; (c) each Authorized Signatory has full power and authority to take any and all other actions necessary or appropriate to effectuate and perform the transactions contemplated by the Transaction Documents; (d) each Authorized Signatory holds the position(s) stated in this Certificate; (e) the email address set forth opposite each Authorized Signatory’s respective name below is the accurate email address to which Transaction Documents may be sent for his/her/their execution by electronic means (“**Electronic Execution**”); (f) each Transaction Document executed by an Authorized Signatory using Electronic Execution will be effective and binding on Customer in the same way as if such Authorized Signatory executed such Transaction Document by original “wet ink” signature; and (g) (where applicable) the signature set forth opposite each Authorized Signatory’s respective name below is their true and genuine signature.

In this Certificate, “**Transaction Documents**” means any financing, payment solution or other extended payment term agreements, including, without limitation, leases, loans, installment payment agreements, payment terms riders, purchase order assignments, and guaranties, together with all agreements, schedules, certificates, notices, and other documents relating thereto, and all amendments, extensions, renewals, modifications, or terminations thereof.

**Authorized Signatories:**

<u>NAME</u>	<u>TITLE OR OFFICE</u>	<u>EMAIL ADDRESS</u>	<u>WET INK SIGNATURE (IF APPLICABLE)</u>
Mike Kerr	CIO	<a href="mailto:mkerr@fresnocounyca.gov">mkerr@fresnocounyca.gov</a>	

Capital may rely on the foregoing until it receives written notice from Customer of the revocation or modification of this Certificate.

**Note: The person signing this Certificate must have first-hand knowledge of the authorization given to the individual(s) listed above by virtue of his/her/their title, and such person must not be one of the Authorized Signatories listed in the table above.**

IN WITNESS WHEREOF, I have executed this Certificate in my capacity and as of the date specified below.

Dated this 27<sup>th</sup> day of January, 2026

Signature: \_\_\_\_\_

Title: Chairman of the Board of Supervisors of the County of Fresno

Print name: Garry Bredefeld

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By \_\_\_\_\_

Hanan Deputy

## Solution Summary

### COUNTY OF FRESNO - 5 YEAR SECURITY EA 2025 - OP-000889901

<b>Customer:</b> County of Fresno	<b>Primary Contact:</b> Antoine Grayson
<b>Ship To</b> 1020 S 10th St	<b>Email:</b> agrayson@fresnocountyca.gov
<b>Address:</b> Fresno, CA 93702-3508	<b>Phone:</b> (559) 600-5800
<b>Bill To Address:</b> 333 W Pontiac Way	<b>Inside Sales</b> Katrina Stebbins
CLOVIS, CA 93612-5613	<b>Representative</b>
<b>Customer ID:</b> SWCOUNTYO56	<b>Email:</b> KStebbins@onec1.com
<b>Customer PO:</b>	<b>Phone:</b> +19165044199

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$62,986.80	\$62,986.80
Maintenance			
Manufacturer Maintenance	Prepaid	\$0.00	\$0.00
Resale Services	Prepaid	\$3,616,441.20	\$3,616,441.20
<b>Project Subtotal</b>			<b>\$3,679,428.00</b>
Credit for termination of EA Sub1058348		(\$1,526,092.71)	(\$1,526,092.71)
Estimated Freight			NOT INCLUDED
Estimated Tax			NOT INCLUDED
Estimated Recycling Fee			NOT INCLUDED
<b>Project Total</b>			<b>\$2,153,335.29</b>

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.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 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.onec1.com/agreements>. 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 and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

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.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no

10900 Nesbitt Avenue South  
Bloomington, MN 55437

longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

**Special Comment to Solution Summary:**

Cisco EA Terms: By signing this Order or issuing a PO against this Order, Customer acknowledges and expresses acceptance of the terms and conditions outlined in the Cisco EA program, as indicated in <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~supplemental-terms>. Customer agrees that any excess usage or overage incurred throughout the term are payable by Customer in accordance with the terms of <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~supplemental-terms>. Seller will invoice Customer separately for such excess usage or overage, in addition to the regular billing for the contracted services. Estimated credit(s) based upon start date listed. Estimated credits cannot be applied to prior invoices.

Software Portfolio	Software Solution	Software Suite Name	Suite Commit	Status
Networking Infrastructure	Cisco DNA Software	Cisco DNA Switching	Full	Commit
Networking Infrastructure	Cisco DNA Software	Cisco DNA Wireless	Full	Commit
Networking Infrastructure	Cloud Networking	Nexus Switching	Full	Commit
Security	Zero Trust Identity Services Engine (ISE)		Full	Commit
Security	Security Platform and Response	Secure Network & Cloud Analytics	Full	Commit
Security	Add-on Products	Security Add-ons	Partial	Commit

Requested Start Date: 30-Jan-2026

Requested For: 60.00 Months From 30-Jan-2026 to 29-Jan-2031

Automatically Renews For: No Auto Renewal

Billing Frequency: Prepaid Term

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
EA 3.0						
1	EA3-M	Cisco EA 3.0 BUNDLE	60	1	\$0.00	\$0.00
2	E3-N-AS	Cisco DNA Switching	60	1	\$0.00	\$0.00
3	E3N-C93001-A	C9300 24-port CISCO DNA EA Advantage	60	114	\$10.98	\$75,103.20
4	E3N-C93002-A	C9300 48-port CISCO DNA EA Advantage	60	311	\$20.60	\$384,396.00
5	E3N-C9300X1-A	C9300X 12-port CISCO DNA EA Advantage	60	2	\$10.98	\$1,317.60
6	E3N-C9400-A	C9400 CISCO DNA EA Advantage	60	3	\$70.23	\$12,641.40
7	E3N-C95002-A	C9500 CISCO DNA EA Advantage Low (12Q/16X)	60	4	\$38.80	\$9,312.00
8	E3N-C95006-A	C9500 CISCO DNA EA Advantage 24Y4C	60	70	\$38.80	\$162,960.00
9	E3N-C95003-A	C9500 CISCO DNA EA Advantage 32C	60	4	\$66.13	\$15,871.20
10	E3N-C95004-A	C9500 CISCO DNA EA Advantage 32QC	60	8	\$66.13	\$31,742.40
11	E3N-C95005-A	C9500 CISCO DNA EA Advantage 48Y4C	60	10	\$66.13	\$39,678.00
12	E3N-IE3400-A	IE 3400 Series CISCO DNA EA Advantage	60	1	\$10.98	\$658.80
13	E3N-C3560CX2-A	C3560CX CISCO DNA EA Advantage 12-Port	60	69	\$3.83	\$15,856.20
14	E3N-C9300L1-A	C9300L 24-port CISCO DNA EA Advantage	60	9	\$10.98	\$5,929.20
15	E3N-C9200L2-A	C9200L 48-port CISCO DNA EA Advantage	60	1	\$20.60	\$1,236.00
16	E3N-AS-S	Cisco Support Standard for EA DNA Switching	60	1	\$0.00	\$0.00
17	E3-N-AIR	Cisco DNA Wireless	60	1	\$0.00	\$0.00
18	E3N-AIRWLAN-A	Wireless CISCO DNA EA Advantage	60	563	\$3.03	\$102,353.40
19	E3N-AIR-S	Cisco Support Standard for EA DNA Wireless	60	1	\$0.00	\$0.00
20	E3-N-DCN	Cisco Data Center EA for Data Center Networking	60	1	\$0.00	\$0.00
21	E3N-N9300-XF-A	DCN FIXED 10G XF Advantage	60	33	\$118.77	\$235,164.60
22	E3N-N9300-XF2-A	DCN FIXED 10G XF2 Advantage	60	4	\$259.70	\$62,328.00
23	E3N-DCN-S	Support for Cisco Data Center EA for Data Center Networking	60	1	\$0.00	\$0.00
24	E3-SEC-ADDONS	Security EA 3.0 Security Add-On Products	60	1	\$0.00	\$0.00
25	E3S-AC-APEX	Security EA 3.0 Secure Client Premier	60	4000	\$0.14	\$33,600.00
26	SVS-E3S-ADDONS-B	Cisco Support Standard for Security Add-Ons	60	1	\$0.00	\$0.00
27	E3-SEC-ISE	Security EA 3.0 Identity Service Engine	60	1	\$0.00	\$0.00
28	E3S-ISE-PRM	Security EA 3.0 ISE Premier Subscription	60	4800	\$0.23	\$66,240.00
29	E3S-ISE-ADV	Security EA 3.0 ISE Advantage Subscription	60	7200	\$0.13	\$56,160.00
30	SVS-E3S-ISE-B	Cisco Support Standard for ISE	60	1	\$0.00	\$0.00
31	E3-SEC-NWCLDA	Security EA 3.0 Cisco Secure Network & Cloud Analytics	60	1	\$0.00	\$0.00
32	E3S-NW-FLOW	Security EA 3.0 Stealthwatch Flow Rate	60	96000	\$0.47	\$2,707,200.00
33	SVS-E3S-NWCLD-B	Cisco Support Standard for Secure Network & Cloud Analytics	60	1	\$0.00	\$0.00
EA 3.0 Subtotal:						\$4,019,748.00
PA Program Discount						
34	Discount Resale Services	Prior Purchase Subscription Residual	60	1	(\$5,473.30)	(\$328,398.00)
35	Discount Resale Services	Other Credits	60	1	(\$198.70)	(\$11,922.00)
PA Program Discount Subtotal:						(\$340,320.00)

10900 Nesbitt Avenue South  
Bloomington, MN 55437

**Total:** \$3,679,428.00



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 1 of 4

Documents #: OP-000846475  
SO-000956381

Solution Name: COUNTY OF FRESNO - HW  
refresh for Webex Calling  
Multitenant - OP-000846475

Customer: County of Fresno

## Solution Summary

### COUNTY OF FRESNO - HW refresh for Webex Calling Multitenant - OP-000846475

<b>Customer:</b> County of Fresno	<b>Primary Contact:</b> Antoine Grayson
<b>Ship To Address:</b> 333 W PONTIAC WAY CLOVIS, CA 93612-5613	<b>Email:</b> agrayson@fresnocountyca.gov
<b>Bill To Address:</b> 333 W Pontiac Way CLOVIS, CA 93612-5613	<b>Phone:</b> (559) 600-5800
<b>Customer ID:</b> SWCOUNTY056	<b>Inside Sales Representative:</b> Katrina Stebbins
<b>Customer PO:</b>	<b>Email:</b> KStebbins@onec1.com
	<b>Phone:</b> +19165044199

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$25,809.57	\$25,809.57
Hardware	Per the Agreement	\$141,698.89	\$141,698.89
Maintenance			
CISCO Maintenance	Prepaid	\$49,887.80	\$49,887.80
Resale Services	Prepaid	\$9,889.32	\$9,889.32
<b>Project Subtotal</b>			<b>\$227,285.58</b>
Estimated Tax			\$12,717.48
Estimated Freight			\$0.00
Estimated Recycling Fee			\$800.00
<b>Project Total</b>			<b>\$240,803.06</b>

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.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 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.onec1.com/agreements>. 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 and any applicable supporting document (s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

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.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 2 of 4

Documents #: OP-000846475  
SO-000956381

Solution Name: COUNTY OF FRESNO - HW  
refresh for Webex Calling  
Multitenant - OP-000846475

Customer: County of Fresno



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 3 of 4

Documents #: OP-000846475  
SO-000956381

Solution Name: COUNTY OF FRESNO - HW  
refresh for Webex Calling  
Multitenant - OP-000846475

Customer: County of Fresno

## Solution Quote

### COUNTY OF FRESNO - HW refresh for Webex Calling Multitenant - OP-000846475

<b>Customer:</b> County of Fresno	<b>Primary Contact:</b> Antoine Grayson
<b>Ship To Address:</b> 333 W PONTIAC WAY CLOVIS, CA 93612-5613	<b>Email:</b> agrayson@fresnocountyca.gov
<b>Bill To Address:</b> 333 W Pontiac Way CLOVIS, CA 93612-5613	<b>Phone:</b> (559) 600-5800
<b>Customer ID:</b> SWCOUNTYO56	<b>Inside Sales Representative:</b> Katrina Stebbins
<b>Customer PO:</b>	<b>Email:</b> KStebbins@onec1.com
	<b>Phone:</b> +19165044199

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
<b>1</b>						
1	VG410-24FXS	Cisco Analog Voice Gateway VG410 - 24FXS		6	\$4,914.67	\$29,488.02
2	CON-SNT-VG410FXS	SNTC-8X5XNBD Cisco Analog Voice Gateway VG410 - 24FXS Start Date:15-Jan-2026	60	6	\$2,863.85	\$17,183.10
3	SVG410UK9-1712	Cisco VG410 Series IOS XE Universal Image		6	\$0.00	\$0.00
4	PWR-VG410-250WAC	Cisco VG410 250W AC Power supply		6	\$0.00	\$0.00
5	SL-VG410-UC-K9	Unified Communication License for VG410 Series		6	\$0.00	\$0.00
6	VG410-RM-19-1R	Cisco VG410 Rack mount kit - 19" 1R		6	\$0.00	\$0.00
7	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		6	\$0.00	\$0.00
8	SL-VG410-SEC-K9	Unified Communication Security License for Cisco VG410		6	\$1,038.23	\$6,229.38
9	FL-VG4XX-CC	Cloud Calling license for Cisco VG4xx Series		6	\$243.54	\$1,461.24
10	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		6	\$0.00	\$0.00
<b>1 Subtotal:</b>						\$54,361.74
<b>2</b>						
11	CP-7832-3PCC-K9=	Cisco 7832 Conference Phone for MPP		69	\$384.90	\$26,558.10
<b>2 Subtotal:</b>						\$26,558.10
<b>3</b>						
12	CP-8851-3PCC-K9=	Cisco IP Phone 8851 with Multiplatform Phone firmware		90	\$273.56	\$24,620.40
<b>3 Subtotal:</b>						\$24,620.40
<b>4</b>						
13	CP-7811-3PCC-K9=	Cisco IP Phone 7811 with Multiplatform Phone firmware		41	\$88.73	\$3,637.93
<b>4 Subtotal:</b>						\$3,637.93
<b>5</b>						
14	L-DNA-TIER-ADD	Cisco DNA Subscription License for Routing and SD-WAN		1	\$0.00	\$0.00
15	IOSXE-AUTO-MODE-PF	IOS XE Autonomous for Unified image		2	\$0.00	\$0.00
16	ISR4430-DNA-PF	ISR4430 Series Platform Selection for DNA		2	\$0.00	\$0.00
17	FL-44-HSEC-K9-L	FL-44-HSEC-K9-L - U.S. Export Restriction Compliance license for 4400 series		2	\$0.00	\$0.00
18	DNA-C-T1-A-5Y	Cisco DNA Advantage Cloud Lic 5Y - upto 250M (Aggr, 500M)	60	2	\$4,944.66	\$9,889.32
19	SVS-CSTL1-T1-A5Y	Cisco Support Enhanced - DNA Advantage Cloud Lic, T1, 5Y		2	\$1,112.66	\$2,225.32
20	DSTACK-T1-A	Cisco DNA Advantage Stack - upto 250M (Aggr, 500M)		2	\$0.00	\$0.00



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 4 of 4

Documents #: OP-000846475  
SO-000956381

Solution Name: COUNTY OF FRESNO - HW  
refresh for Webex Calling  
Multitenant - OP-000846475

Customer: County of Fresno

## Solution Quote

**COUNTY OF FRESNO - HW refresh for Webex Calling Multitenant - OP-000846475**

<b>Customer:</b> County of Fresno	<b>Primary Contact:</b> Antoine Grayson
<b>Ship To Address:</b> 333 W PONTIAC WAY CLOVIS, CA 93612-5613	<b>Email:</b> agrayson@fresnocountyca.gov
<b>Bill To Address:</b> 333 W Pontiac Way CLOVIS, CA 93612-5613	<b>Phone:</b> (559) 600-5800
<b>Customer ID:</b> SWCOUNTY056	<b>Inside Sales Representative:</b> Katrina Stebbins
<b>Customer PO:</b>	<b>Email:</b> KStebbins@onec1.com
	<b>Phone:</b> +19165044199

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
21	SL-4430-NA-A-L	Cisco ISR4430 Network Stack Advantage Lic		2	\$0.00	\$0.00
22	DNA-HSEC-UPGD	U.S. Export Restriction Compliance license for all ISRs		2	\$0.00	\$0.00
23	SDWAN-CLOUD-PF	Cisco SDWAN and SD-Routing Cloud Deployment Option		2	\$0.00	\$0.00
24	SSP-CSDSR	Controller Provisioning trigger for SD-Routing under CDCS		1	\$0.00	\$0.00
25	SSP-CDCS-B	Controller Provisioning for CDCS Service		1	\$0.00	\$0.00
26	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage		2	\$0.00	\$0.00
27	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded		2	\$0.00	\$0.00
					<b>5 Subtotal:</b>	\$12,114.64
<b>6</b>						
28	VG400-4FXS/4FXO	Cisco VG400 Analog Voice Gateway		19	\$2,948.81	\$56,027.39
29	CON-SNT-VG4004FO	SNTC-8X5XNBD Cisco VG400 Analog Voice Gateway Start Date:15-Jan-2026	60	19	\$1,721.30	\$32,704.70
30	PWR-VG400-AC	AC Power Supply for Cisco VG400		19	\$0.00	\$0.00
31	SVG400UK9-179	Cisco VG400 Series IOS XE Universal Image		19	\$0.00	\$0.00
32	SL-VG400-UC-K9	Unified Communication License for VG400 Series		19	\$0.00	\$0.00
33	SL-VG400-SEC-K9	Unified Communication Security License for Cisco VG400		19	\$208.43	\$3,960.17
34	FL-VG4XX-CC	Cloud Calling license for Cisco VG4xx Series		19	\$243.54	\$4,627.26
35	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		19	\$0.00	\$0.00
36	ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit		19	\$71.95	\$1,367.05
					<b>6 Subtotal:</b>	\$98,686.57
<b>7</b>						
37	FL-VG4XX-CC=	Cloud Calling license for Cisco VG4xx Series - SPARE		30	\$243.54	\$7,306.20
					<b>7 Subtotal:</b>	\$7,306.20
					<b>Total:</b>	<b>\$227,285.58</b>



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 1 of 3

Documents #: OP-000763801  
SO-001008932

Solution Name: COUNTY OF FRESNO -  
Webex Calling MultiTenant -  
OP-000763801

Customer: County of Fresno

## Solution Summary

### COUNTY OF FRESNO - Webex Calling MultiTenant - OP-000763801

<b>Customer:</b> County of Fresno	<b>Primary Contact:</b> Antoine Grayson
<b>Ship To Address:</b> 333 W PONTIAC WAY CLOVIS, CA 93612-5613	<b>Email:</b> agrayson@fresnocountyca.gov
<b>Bill To Address:</b> 333 W Pontiac Way CLOVIS, CA 93612-5613	<b>Phone:</b> (559) 600-5800
<b>Customer ID:</b> SWCOUNTYO56	<b>Inside Sales Representative:</b> Katrina Stebbins
<b>Customer PO:</b>	<b>Email:</b> KStebbins@onec1.com
	<b>Phone:</b> +19165044199

Solution Summary	Billing Frequency	Due	Total Project
Professional Services	One-Time	\$990,514.08	\$990,514.08
Maintenance			
Manufacturer Maintenance	Prepaid	\$127,677.00	\$127,677.00
Resale Services	Prepaid	\$4,224,384.00	\$4,224,384.00
<b>Project Subtotal</b>			<b>\$5,342,575.08</b>
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycling Fee			NOT INCLUDED
<b>Project Total</b>			<b>\$5,342,575.08</b>

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.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 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.onec1.com/agreements>. 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 and any applicable supporting document (s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

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.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

**Special Comment to Solution Summary:**



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 2 of 3

Documents #: OP-000763801  
SO-001008932

Solution Name: COUNTY OF FRESNO -  
Webex Calling MultiTenant -  
OP-000763801

Customer: County of Fresno

Cisco SaaS without Auto Renewal - By signing this Order or issuing a PO against this Order, Customer acknowledges it has read and agrees to the terms of the Cisco Software as a Service (SaaS) Terms of Service available at <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> (the "SaaS Terms of Service"). In accordance with the SaaS Terms of Service, this Order encompasses overage and usage SKUs, and all charges associated with such overage and usage incurred throughout the term are payable by Customer. Seller will invoice Customer the additional overage and usage charges beyond the standard billing cycle if these features are utilized. Notwithstanding anything in the SaaS Terms of Service to the contrary, Seller and Customer agree that the Cisco SaaS services identified in this Order shall expire at the end of the term. Unless Seller and Customer extend or renew the Cisco SaaS services in writing, Customer will lose all access to the Cisco SaaS services immediately upon expiration of the Cisco SaaS services term. Estimated credit(s) based upon start date listed. Estimated credits cannot be applied to prior invoices.

Sub817935  
60 Months and from 30-Jan-2026 to 29-Jan-2031  
No Auto Renewal

Sub2034938  
60 Months and from 02-Dec-2025 to 01-Dec-2030  
No Auto Renewal

## Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
<b>Collaboration Sub817935</b>						
1	A-FLEX-3	Collaboration Flex Plan 3.0	60	1	\$0.00	\$0.00
2	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	60	8300	\$0.00	\$0.00
3	SVS-FLEX-SUPT-BAS	Cisco Support Standard	60	7000	\$0.00	\$0.00
4	A-FLEX-FILESTG-ENT	File Storage Entitlement	60	168000	\$0.00	\$0.00
5	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	60	8300	\$0.00	\$0.00
6	A-FLEX-MSG-ENT	Messaging Entitlement	60	8300	\$0.00	\$0.00
7	A-FLEX-C-PRO	Webex Calling Entitlement	60	6000	\$0.00	\$0.00
8	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	60	3500	\$0.00	\$0.00
9	A-FLEX-ERC	Emergency Response Center Call fee per location search US Comment: Usage Fee: Per Instance	60	1	\$31.39	\$0.00
10	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	60	7000	\$0.00	\$0.00
11	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	60	3500	\$0.00	\$0.00
12	A-FLEX-EACL	EntW Webex Calling	60	5000	\$7.45	\$2,235,000.00
13	A-FLEX-EACL-S-ENT	Webex Calling Standard - EA	60	2300	\$0.00	\$0.00
14	A-FLEX-EACL-S	Webex Calling Standard - EA	60	2000	\$6.30	\$756,000.00
15	A-FLEX-SRST-E	SRST Endpoints (1)	60	12000	\$0.00	\$0.00
16	A-FLEX-EDGECON-1GB	Webex Edge Connect 1GB Peering Link US/UK/AMSTERDAM	60	1	\$2,774.00	\$166,440.00
17	A-FLEX-DI-ENT	Webex Calling dedicated instance entitlement	60	1	\$0.00	\$0.00
18	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	60	1000	\$0.00	\$0.00
19	A-FLEX-EDGCON-1G-R	Webex Edge Connect 1GB Peering Link for Redundancy	60	1	\$1,387.00	\$83,220.00
<b>Collaboration Sub817935 Subtotal:</b>						<b>\$3,240,660.00</b>
<b>Contact Center Sub2034938</b>						
20	A-FLEX-3-CC	Flex 3.0 for Contact Center	60	1	\$0.00	\$0.00



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 3 of 3

Documents #: OP-000763801  
SO-001008932

Solution Name: COUNTY OF FRESNO -  
Webex Calling MultiTenant -  
OP-000763801

Customer: County of Fresno

## Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
21	A-FLEX-P-C-AGT-ENT	Webex Contact Center Concurrent Premium Agent Entitlement	60	70	\$0.00	\$0.00
22	A-FLEX-WCC-P-C	Webex Contact Center Premium Concurrent Agent	60	70	\$95.62	\$401,604.00
23	A-FLEX-P-CC	On Prem to Webex Contact Center - Premises Ent	60	1	\$0.00	\$0.00
24	A-FLEX-WCC-P-C-O	Webex Contact Center Premium Concurrent Agent Overage	60	1	\$124.10	\$0.00
		Comment: Usage Fees: Per Agent				
25	A-FLEX-S-C-AGT-ENT	Webex Contact Center Concurrent Standard Agent Entitlement	60	150	\$0.00	\$0.00
26	A-FLEX-CJIVR-ENT	WxCC Additional Cisco IVR Ports Entitlement	60	1	\$0.00	\$0.00
27	A-FLEX-C-IVR-O	Webex Contact Center Addl IVR Ports Overage	60	1	\$51.10	\$0.00
		Comment: Usage Fees: Per Port				
28	SVS-CSS-SUPT-SSPT	Solution Support for Collaboration	60	1	\$2,127.95	\$127,677.00
29	A-FLEX-WCC-S-C-O	Webex Contact Center Standard Concurrent Agent Overage	60	1	\$83.95	\$0.00
		Comment: Usage Fees: Per Agent				
30	A-FLEX-WCALL-ENT	Webex Calling Entitlement	60	1	\$0.00	\$0.00
31	A-FLEX-WCC-S-C	Webex Contact Center Standard Concurrent Agent	60	150	\$64.68	\$582,120.00
32	A-FLEX-RS-GB-O	Additional Recording Storage - Gb Overage	60	1	\$0.02	\$0.00
		Comment: Usage Fees: Per GB				
Contact Center Sub2034938 Subtotal:						\$1,111,401.00
c1 ps						
33	SERVICES-CISCO CC	C1 Cisco Contact Center Resource Tier# 3 Senior (UCE)		4	\$277.00	\$1,108.00
34	SERVICES-CISCO CC	C1 Cisco Contact Center Resource Tier# 3 Senior (VSE)		595	\$306.00	\$182,070.00
35	SERVICES-CISCO UC	Cisco UC - Tier 3 Senior		1607	\$306.00	\$491,742.00
36	SERVICES-PROGRAM MGMT	Cisco - Program Manager		286	\$366.00	\$104,676.00
37	SERVICES-PROJECT MGMT	Cisco - Senior Project Manager		571	\$304.00	\$173,584.00
38	SUB-CISCO CC	Training provided by GTS- Fixed Fee		224	\$166.67	\$37,334.08
c1 ps Subtotal:						\$990,514.08
Total:						\$5,342,575.08



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025

Page #: 1 of 2

Documents #: OP-000874623  
SO-000989457

Solution Name: Renewal CISCO SMARTnet  
12-19-2026

Customer: County of Fresno

## Solution Summary

### Renewal CISCO SMARTnet 12-19-2026

<b>Customer:</b> County of Fresno	<b>Primary Contact:</b> Antoine Grayson
<b>Ship To Address:</b> 333 W PONTIAC WAY CLOVIS, CA 93612-5613	<b>Email:</b> agrayson@fresnocountyca.gov
<b>Bill To Address:</b> 333 W Pontiac Way CLOVIS, CA 93612-5613	<b>Phone:</b> (559) 600-5800
<b>Customer ID:</b> SWCOUNTY056	<b>Inside Sales Representative:</b> Katrina Stebbins
<b>Customer PO:</b>	<b>Email:</b> KStebbins@onec1.com
	<b>Phone:</b> +19165044199

Solution Summary	Billing Frequency	Due	Total Project
Maintenance			
CISCO Maintenance	Prepaid	\$2,808,920.95	\$2,808,920.95
<b>Project Subtotal</b>			<b>\$2,808,920.95</b>
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycling Fee			NOT INCLUDED
<b>Project Total</b>			<b>\$2,808,920.95</b>

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.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 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.onec1.com/agreements>. 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 and any applicable supporting document (s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

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.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

## Solution Quote



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/23/2025  
Page #: 2 of 2  
Documents #: OP-000874623  
SO-000989457  
Solution Name: Renewal CISCO SMARTnet  
12-19-2026  
Customer: County of Fresno

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
1	CON-SNT-1	SMARTNET MAINTENANCE, 8X5XNBD	60	1	\$2,808,920.95	\$2,808,920.95
					<b>Total:</b>	<b>\$2,808,920.95</b>