



C1 Statement of Work



Maintenance/Managed Services Support Agreement

PREPARED FOR: Pecos Valley Regional Communications Center

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Client Executive
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1. ACCOUNT CONTACTS/LOCATION DETAILS

1.1 Customer Contact Information

Customer: Pecos Valley Regional Communications Center

Primary Contact: Alison Herring

Ship to Address: 1 St. Mary's Pl, Roswell, NM 88203

Email: a.herring@roswell-nm.gov

Phone: 575.624.7590 Ext.1

Purchaser: Pecos Valley Regional Communications Center

Bill to Address: 1 St. Mary's Pl, Roswell, NM 88203

Attention: Alison Herring

Customer ID: VTWPECVAL0001

Contract Start Date: 7/1/2026

1.2 C1 Contact Information

Client Executive: Melanie Hager

Email: mhager@onec1.com

Phone: 651-796-7009 (office)

505-459-8448 (mobile)



2. SCOPE OF WORK – TERMS AND CONDITIONS

2.1 Introduction

This Statement of Work ("SOW") is entered into on the first day of the month immediately following signature of this SOW ("Effective Date") by Pecos Valley Regional Communications Center ("Customer"), and ConvergeOne, Inc., ("C1"). This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions and the State of New Mexico Department of Information Technology Price Agreement # 40-36100-24-05893.

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.

The Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent the Customer's agreement with each document in this Order.

Unless signed, this Order will be valid for a period of sixty (60) days following the date hereof. Due to rapidly changing prices in the market for third-party Products and/or Services, after the expiration of the foregoing 60-day period, the Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s). Thereafter, this Order will no longer be of any force and effect.

3. COVERED TECHNOLOGIES

The table below summarizes the products that are eligible for support under this SOW ("Supported Product Types") by their product type ("Product Category"). C1 will provide the services as described in this SOW, only to the devices listed in Appendix A ("Supported Products") at sites as indicated in Appendix A ("Supported Sites") of this SOW.



This table may be updated over the Term as needs and scope are defined by Customer. Any changes to the Supported Products or the scope of the managed services to be delivered by C1 to Customer pursuant to this SOW will be by mutual agreement of the Parties and documented via the Contract Change Control process outlined in this SOW.

Table 3-1

<i>Support Type</i>	<i>Supported Product Types</i>	<i>Manufacturer</i>
C1 Managed Services	Intrado Viper Call Handling Equipment (13 positions)	Intrado
Manufacturer Support	Intrado ECATS Recurring Services, Intrado Total Protection Services (13 positions)	Intrado

4. MANAGED SERVICE ELEMENTS

This section describes each of the service elements included with the scope of this SOW.

4.1 Service Desk

- Service Desk is a centralized function serving as a single point-of-entry for all Customer requests related to the services provided under this SOW.
- Service Desk is accessible during Service Hours by Customer's Help Desk or authorized personnel with a working knowledge of the Customer's technical environment as it relates to the Supported Products at Supported Sites covered under this SOW.
- Service Desk supports the following tasks and workflows:
 - Receipt of Customer's service requests and trouble reports
 - Event assessment and assignment of incident classification according to agreed incident prioritization criteria,
 - Update status of service requests and/or trouble tickets based on agreed intervals or with change in status.
 - Review, validation, and closure of tickets.
- Tickets may be submitted to the Service Desk via the following methods:
 - Phone call to the Service Desk
 - Request submitted via Seller's web portal.
 - Requests submitted via the ITSM ticketing system integration.
 - Events received from Seller's element monitoring system.

4.2 Proactive Monitoring



Seller will monitor pre-defined events and system generated alerts for the Supported Products (as applicable for those systems that are appropriately equipped and capable of being monitored) at Supported Sites covered under this SOW.

- Seller will support the following event management tasks and workflows:
 - Event filtering and categorization according to criticality
 - Event authentication and notification via pre-defined time-based correlation rules
 - Event correlation, automated Ticket creation
- Alarms will be addressed according to the Incident Management process defined below

4.3 Incident Management

- Incident Management provides lifecycle management of incidents 24x7x365, including escalation management through the various levels of remote and on-site resolution to ensure service objectives are achieved. Seller will remotely isolate and troubleshoot incidents that occur on Supported Products at Supported Sites as identified through proactive monitoring, or notification from Customer.
- Within the Incident Management process, Seller will support the following tasks and workflows:
 - Create incident tickets for incidents discovered through proactive monitoring, or as reported by Customer Coordinators.
 - Assess and assign incident classification according to agreed incident prioritization criteria.
 - Investigate, diagnose, and isolate incident.
 - Assign a Technician and/or Engineer to perform troubleshooting of identified troubles and remotely resolve if possible,
 - Provide case management of trouble tickets until incident resolution including:
 - Provides regular status of trouble tickets based on agreed intervals or with change in status,
 - Performs escalation management within Seller and Customers organizations as appropriate.
 - Confirm resolution of incident and close trouble ticket with supporting vendor.
 - Quality control of the resolution.

As the Customer Success Center (“CSC”) receives a notification, a trouble ticket is created, and the severity level is determined. Severity Levels are classified from Severity Level One (P1) to (P4).

The following table provides the guidelines for the Priority levels assigned to Incident tickets associated with the services delivered under this SOW.



Table 4-1: Incident Classifications

Priority Level	Definition
Priority 1 (P1)	The site is Fully Down and cannot process any 911 calls
Priority 2 (P2)	The supported system is operating with reduced functionality, causing significant impact to business operations. Significant impact that has a reasonable likelihood of leading to a system outage if not addressed. • P2 - Admin lines are down • P2 - Several Positions are down (Must be >= 50% down, such as 2 of 4) • P2 - ANI/ALI is down • P2 - Text2911 is down • P2 - Abandoned calls not available (treated with a level of urgency)
Priority 3 (P3)	The supported system is operating with reduced functionality, causing little to no impact to business operations. • P3 - Single Position is down (Site operations must be <= 50% down, such as 2 out of 8) • P3 - CAD spill not working • P3 - ITRR not recording radio audio, one-off call behavior (low impact issue) • P3 - ePrinter not collecting call data • P3 - Critical alarm reported from Manufacturer (alarm = service impact)
Priority 4 (P4)	Little or no impact to the supported system. • P4 - MIS/eCats is down – equipment can process calls, eCats is just not collecting data • P4 - Changes in Configurator, such as an agent change or button labeling • P4 - Minor alarm as reported from C1 monitoring • P4 - Requests for System info or 'how-to-do' XYZ • P4 - Can't Transfer from 911 to admin lines

3rd Party Vendor Management – Maintenance support:

- When replacement parts are required, the assigned Technician or Engineer will coordinate with the appropriate Customer maintenance vendor to ensure the part is ordered and installed. As required, Seller will engage the appropriate Customer maintenance vendors on the Customer's behalf to expedite replacement, coordinate shipment, and restore configurations. Replacement parts are included within the scope of this agreement for the technologies listed in the Supported Products.
- When on-site support is required, the assigned Technician or Engineer will coordinate with the appropriate Customer maintenance vendor to ensure the dispatch is ordered according to the commitments under the Customer's separate maintenance agreement. On-site support is subject to the terms of Customer's separate maintenance agreements.
- Seller will keep a record of Customer's separately contracted equipment maintenance agreements (to include information on coverage hours, service entitlements, vendor service levels). Customer must notify Seller of any changes to such agreements.



4.5 Change Management

Change Management is the process of managing the review, approval, and scheduling of changes related to the Supported Products. Any activity with the potential to temporarily or permanently impact the availability, reliability, security or performance of Supported Products is defined as a change. Seller will provide a designated point of contact to receive requests for change (RFC) initiated by Customer and to initiate requests for change (RFC) with Customer on behalf of Seller as needed.

Seller will follow the change type classifications as described below:

- Normal low-risk change: A change that requires no service outage but must be approved by a designated Customer approver before implementation with a scheduled start time of no sooner than two (2) business days after requested approval date.
- Normal Moderate Risk change: A change that contains risk of unplanned business disruption or requires a service outage. Must be approved by a designated Customer approver before implementation with a scheduled start time of no sooner than five (5) business days after requested approval date.
- Normal high-risk change: A change that contains risk of unplanned business disruption or requires a service outage. Must be approved by a designated Customer approver before implementation with a scheduled start time of no sooner than ten (10) business days after requested approval date.
- Emergency: A change done to restore service during an Incident. Must be approved by a designated Customer approver before implementation.

Seller will be responsible for the following change management activities:

- Create and review Request for Change (RFC) documents.
- Support Customer in obtaining approvals for change requests. This includes supporting Customer in representing requested change to Customer's change approvers and Change Advisory Board.
- Provide approvals on behalf of Seller.
- Coordinate change schedule and implementation.
- Track change status and report results.

5. SERVICES TERM AND PRICING

5.1 Summary of Fees

Recurring Managed Services and Manufacturer Maintenance Fees

Table 4-2: Minimum Annual Fees



Service Type	Service Description	Qty	Annual Fee	Total Annual Fees
C1 Managed Services	Maintenance and Support Intrado Viper Call Handling Equipment (13 positions)	1	\$124,375.00	\$124,375.00
Manufacturer Maintenance	Intrado ECATS Recurring Services, Intrado Total Protection Services (13 positions)	1	\$46,623.30	\$46,623.30
	Taxes	1	\$14,142.93	\$14,142.93
	Total Minimum Annual Fees			\$185,141.23

Annual Coverage Period: 7/1/2026 – 6/30/2027

5.2 Pricing Terms

- Pricing represents the total minimum recurring fees due throughout the term of this SOW.
- Price does not include hardware, software, or manufacturer support for Supported Products.
- Pricing includes all services as described in this SOW and Attachments. Any changes to the license quantities, service descriptions, Supported Sites, or Supported Products may impact pricing. Changes will be subject to the Contract Change Control Process.
- The initial user, agent, employee and server volumes for invoicing purposes will be validated during the onboarding process. Changes will be subject to the Contract Change Control Process.
- Prices exclude taxes, fees, surcharges, or applicable freight. Customer will be invoiced for applicable taxes and applicable freight when due unless proper tax-exempt documentation is provided by Customer in advance.

5.3 Invoicing & Payment

- An initial invoice will be issued within thirty (30) days following the Term Start Date and shall include the annual service fee specified herein.
- The Customer may receive separate invoices for one-time fees, non-recurring services fees, minimum recurring fees, and Overage Fees as applicable.
- If Customer's internal processes require issuance of purchase orders in order to allow timely payment of invoices due, Customer will issue such purchase orders in a timely manner to ensure invoicing and payment is carried out in accordance with this SOW and the



Agreement. If Seller does not receive a purchase order from Customer, it will not release Customer from its obligations to pay Seller for Services as described in this SOW.

- Seller will be entitled to invoice Customer and Customer agrees to pay Seller for the Services and late payment charges in accordance with this SOW and the Agreement.

5.4 Term

Coverage Period 7/1/2026 – 6/30/2029*

Year 1 - 7/1/2026 – 6/30/2027

Year 2 – 7/1/2027 – 6/30/2028

Year 3 – 7/1/2028 – 6/30/2029

***Please see non-appropriation termination language in section 6.**

6. NONAPPROPRIATION / TERMINATION / CONTRACT TERM

A purchase order ("Purchase Order") or signed Solution Summary will be issued by Purchaser to fund the services as described in this SOW for the first year of the Term. Purchaser reasonably believes that funds will be available and appropriated to make all Payments under this agreement. If sufficient funds are not appropriated, or otherwise made available, for the acquisition of the Product in a subsequent fiscal year, then the Purchaser may terminate, without penalty, this agreement, in whole but not in part, as of the last day for which funds were appropriated or otherwise made available but shall be obligated to pay all charges incurred through the end of that fiscal year. Purchaser shall give forty-five (45) days written notice to Contractor prior to any such termination. Purchaser agrees not to acquire, lease or use similar products for the same purpose as the Product purchased hereunder for a period of one (1) year after termination of the Purchase Order. If Purchaser should terminate for convenience, the termination must be in whole and not in part, and the parties agree that the vendor's reasonable costs associated with the purchase order and its termination shall be equal to the amount of the present value of the remaining unpaid payments to include all remaining years in the Term, discounted at equivalent U.S. Treasury (H.15) T-bill rates as of the date of the initial purchase order, plus any other amounts then due and owing as of the termination date, which Purchaser agrees to pay. Purchaser agrees not to terminate for convenience unless the need for the functions the Product were procured to perform no longer exists.



7. GENERAL PROVISIONS

All Services under this Statement of Work shall be performed exclusively by personnel located within the United States (“Onshore Resources”). The use of any personnel located outside of the United States (“Offshore Resources”) is prohibited unless the Client provides prior written approval. Any such approval must be explicit and documented in writing before Offshore Resources are engaged in the performance of Services.

Notwithstanding any other provision of the Contract or any documents incorporated therein or referenced thereby, all Client data shall at all times remain within, and be stored, processed, accessed, viewed, transmitted, and received exclusively within, the contiguous United States. Any exception to this requirement must be expressly requested by the Client and approved in advance in writing.

8. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by C1. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

Signature

Printed Name

Title

Date



APPENDIX A – SUPPORTED PRODUCTS AND SUPPORTED SITES

Supported Sites	Supported Products	Service Type
Primary Site Address: Pecos Valley Regional Communications Center 1 St. Mary's Pl Roswell, NM 88203	Intrado Viper Call Handling Equipment	Service Desk, Incident Management, Proactive Monitoring and Onsite Dispatch



APPENDIX B – LIMITATIONS OF LIABILITY

Notwithstanding any contrary provisions contained in the State of New Mexico Department of Information Technology Price Agreement # 40-36100-24-05893, C1 and Customer acknowledge and agree to the following:

(a) Customer acknowledges that the Services may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customer's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond C1's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of C1 or its third party suppliers); (v) if Customer's equipment fails to function, is not properly configured or is defective.

(b) SHOULD CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF C1, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO C1 BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL C1 BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EVEN IF C1 IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, C1'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD-PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER.