NEC
NEC Corporation of America
Biometrics Solutions Division

MAINTENANCE AGREEMENT

Customer: TCSO
Contract: IDS 1266

This Maintenance Agreement ("AGREEMENT") has been made by and between **NEC Corporation of America** (hereinafter referred to as "NEC") a Nevada Corporation with a location at 3929 W John Carpenter Freeway, Irving, Texas 75063, and the **County of Tulare Sheriff's Office** (hereinafter referred to as "CUSTOMER") with a location at **833 S. Akers Street, Visalia CA 93277**

This Agreement shall replace and supersede any prior agreements between the CUSTOMER and NEC for the provision of the services described in paragraph 1 of this Agreement, including Tulare County Agreement Number 24373, entered into on December 15, 2009, and NEC Contract Number IDS1266 entered into on January 1, 2012.

1. SCOPE OF THE AGREEMENT

It is the intent of this AGREEMENT that NEC will maintain the hardware and software, if applicable, covered hereunder which is listed in Exhibit I hereto, (the" PRODUCTS") in good working condition, furnish Remedial Maintenance during the Principal Period of Maintenance Coverage and be responsible to the maintenance needs of the CUSTOMER subject to the conditions herein. As used herein, the "Principal Period of Maintenance Coverage" is the period between 8:00 A.M. and 5:00 P.M. (US Pacific time) Monday through Friday, excluding US holidays with next day response for each incident. As used herein, "Remedial Maintenance" shall mean maintenance performed by the NEC which results from system failure and which is performed as required, on an unscheduled basis.

2. TERM OF AGREEMENT

This Agreement shall be effective from **November 23, 2018**, and shall continue for a period of one (1) year.

3. ELIGIBLE EQUIPMENT

3.1   NEC supplied PRODUCTS in good working order is eligible for inclusion under this AGREEMENT.

3.2   The CUSTOMER may, subject to written acceptance by NEC, add additional PRODUCTS under the terms and conditions of this AGREEMENT by executing an Addendum to this AGREEMENT. Upon NEC's written acceptance, the maintenance and support service charges will be adjusted and/or a CUSTOMER-issued purchase order will be provided to NEC for the additional PRODUCTS being requested. NEC maintenance prices then in effect shall apply and the term of such Addendum shall be the same as this AGREEMENT.

4. RESPONSIBILITIES OF NEC

4.1   For the charges stated herein, NEC shall maintain the covered PRODUCTS in compliance with manufacturing specifications by providing unscheduled, on-call emergency remedial maintenance as required during the Principal Period of Maintenance Coverage.

4.2   NEC will provide and bear the cost during the Principal Period of Maintenance Coverage of all labor.

4.3   NEC will install, without charge, during the Principal Period of Maintenance Coverage, all mandatory engineering changes and such other engineering changes that NEC deems necessary.

5. SERVICE LIMITATIONS

5.1 Charges for maintenance service resulting from CUSTOMER-Requested NEC performance outside the Principal Period of Maintenance Coverage or for reasons other than normal wear and tear, will be invoiced separate from the maintenance contract invoicing. Such charges will be invoiced at the current NEC Special Maintenance Service Rates as set forth in Exhibit II attached hereto. NEC Special Maintenance Service Rates are subject to change without prior notice. CUSTOMER agrees to pay for such services within thirty (30) days after invoice date.

5.2 The following are examples of causes other that normal wear and tear: unauthorized attempts by other than NEC personnel to repair, maintain, modify or move the PRODUCTS; catastrophe, accidents or acts of God; failure of equipment not maintained by NEC or failure due to use of non-NEC recommended supplies or media; fault or negligence of CUSTOMER; CUSTOMER error; improper use or misuse of the PRODUCTS; causes external to the PRODUCTS such as, but not limited to, fluctuations or failure of electrical power, air conditioning, or humidity control.

5.3 Maintenance services does not include (1) operating supplies or accessories, cleaning supplies necessary for CUSTOMER preventive maintenance of the PRODUCTS.

5.4 To permit continuity of service, the CUSTOMER shall give NEC at least thirty (30) days prior written notice of its intent to move and or re-configure the PRODUCTS listed herein. This provision expressly excludes re-configuration of any NEC provided software without NEC's express written consent in advance. In the event the new PRODUCTS location is more than ten (10) miles from the existing installation, NEC reserves the right to increase maintenance rates for the new location. Charges for services and material furnished by NEC to dismantle, prepare for shipment, and install PRODUCTS in the new location will be at the then current NEC Special Maintenance Service Rates. Shipment of PRODUCTS and associated cost is the responsibility of the CUSTOMER.

6. END OF LIFE

6.1 NEC will maintain the installed PRODUCTS for a minimum of one (1) years from the date of contract agreement between both parties. Maintenance beyond two (2) years may be extended annually, upon mutual written agreement by both parties. NEC will use discretion in selection of substitute part or parts if exact duplicate is not available. Both parties agree to consult in good faith with each other in order to obtain a mutually acceptable solution, in case NEC, for reasons beyond NEC's control, is unable to obtain any suitable parts for or maintain equipment during either period of time. Please see Exhibit III referencing End of Life letter.

7. RESPONSIBILITIES OF CUSTOMER

7.1 The CUSTOMER shall notify NEC immediately of PRODUCTS failure and will allow NEC prompt and free access to the PRODUCTS. CUSTOMER agrees to allow NEC use of necessary data communication equipment at no charge subject only to CUSTOMER security regulations, which shall be provided to NEC in advance for review.

7.2 The CUSTOMER will provide a single contact for all aspects of this engagement, including scheduling, defining and requirements and ensuring delivery of necessary information.

7.3 The CUSTOMER shall perform level one support on all related equipment which includes rebooting of servers, clearing of logs, maintaining Database queue sizes, stopping and starting of services and performing the role of smart hands when service is being performed.

8. CONFIDENTIALITY

8.1 CUSTOMER and NEC (each a "Recipient") shall protect and keep confidential all non-public information ("Confidential Information") disclosed by the other party (each a "Discloser"), whether or not it is marked or identified as "Confidential Information" by the Discloser, and shall not, except for the purposes of performing the services defined in this AGREEMENT, use or disclose any such

Confidential Information. Confidential Information shall include, without limitation, computer programs, code, algorithms, know-how, methodology, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, pricing and fee schedules, financial and product development plans, customer lists, information regarding distribution channels, forecasts, and strategies.

8.2   Upon termination or expiration of this AGREEMENT, at Discloser's request Recipient shall return to Discloser all written materials that contain any Confidential Information. The obligations of confidentiality shall not apply to any information which: (i) was previously known to Recipient; (ii) is or becomes publicly available, through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser; (iv) is independently developed by Recipient; or (v) is required to be disclosed as a matter of law.

9.   HARDWARE AND SOFTWARE SUPPORT AND MAINTENANCE

9.1   NEC shall support all hardware and software licensed to CUSTOMER for use with NEC equipment in accordance with NEC's standard hardware and software support procedures.

9.2   NEC hardware and software support and maintenance provided under this AGREEMENT is contingent upon the CUSTOMER maintaining all files at revision levels prescribed by NEC and upon the CUSTOMER fully protecting all NEC proprietary or confidential information.

9.3   CUSTOMER agrees not to (i) rent, lease, or loan the maintenance and support services or any part thereof, or provide or use the maintenance and support services on a third party's behalf; (ii) permit third parties to benefit from the use of the maintenance and support services; (iii) reverse engineer, decompile, or disassemble any NEC provided software that provides the maintenance and support services, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any NEC provided software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

10.   CHARGES

10.1   Under the terms of this AGREEMENT, CUSTOMER will pay NEC as set forth in 11.1 below, for maintenance and support services covered under this AGREEMENT. CUSTOMER will pay CONTRACTOR for services rendered prior to the execution of this AGREEMENT within thirty (30) days of execution thereof.

10.2   The monthly charge for Preventive and Repair Maintenance Services shall be as specified in Exhibit (II).

10.3   NEC may change the monthly charges after the Initial Term or at the end of any Renewal Term by giving the CUSTOMER ninety (90) days prior written notice. The increased charges shall not exceed NEC's established charges for maintenance and support services or three (3%) percent annually, from thhe effective date of the adjustment. The charges for additional PRODUCTS added by CUSTOMER to this AGREEMENT will be the current established rates at the time the PRODUCTS is added.

10.4   In addition to the charges due under this AGREEMENT, the CUSTOMER agrees to pay or reimburse NEC any taxes or charges resulting from this AGREEMENT which are levied by a taxing authority, except for taxes based upon NEC net income. If claiming a sales tax or similar exemption, CUSTOMER must provide NEC with tax exemption certificates where deliveries are to be made or services performed.

11.   METHOD OF PAYMENT

11.1   Invoice documentation furnished by NEC under this AGREEMENT, unless advance payment is requested, shall be invoiced in arrears.

11.2 Payment for maintenance and support services shall be made by remittance to the account of NEC in a bank designated by NEC.

CUSTOMER shall make payment of the fees in advance, at the rate of:

$109,563.00 for the first annual period during the term of this AGREEMENT

11.3 Monthly charges for fractional parts of a calendar month shall be computed at the rate of one thirtieth (1/30) of the monthly rate for each day or fraction thereof.

11.4 Payment is due within thirty (30) days from the date of invoice. Any invoices not paid within sixty (60) days shall incur a service charge of one and one-half percent (1 1/2%) per month on any outstanding, overdue balance. If payment is not made within sixty (60) days, NEC reserves the right to suspend maintenance and support services until such invoices are paid.

11.5 Purchase Order means a CUSTOMER-issued document used for ordering services under this AGREEMENT. All Purchase Orders are subject to review and acceptance by an authorized representative of NEC. No preprinted Purchase Order terms shall be binding upon NEC, unless otherwise expressly agreed to in writing by an authorized representative of NEC.

11.6 Remittance shall be sent to the following adresss unless otherwise direct by written instruction:

NEC Corporation of America
Lock Box 22529
22529 Network Place
Chicago, IL 60673-1225

12. LIMITATION OF LIABILITY

12.1 THE MAXIMUM LIABILITY OF NEC TO THE CUSTOMER OR ANY PERSON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SALE, SERVICE OR USE OR OTHER EMPLOYMENT OF ANY PRODUCT UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL AMOUNT PAID TO NEC BY REASON OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY SHOWN TO HAVE BEEN CAUSED DIRECTLY BY NEC'S GROSSNEGLIGENCE.

NEITHER NEC NOR CUSTOMER SHALL INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION HAS ARISEN, OR IN THE CASE OF NON-PAYMENT, MORE THAN EIGHTEEN (18) MONTHS FROM THE DATE OF LAST PAYMENT OR PROMISE TO PAY. THIS LIMITATION DOES NOT APPLY TO ANY ACTION FOR NON-PAYMENT OF TAXES.

IN NO EVENT SHALL NEC BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM LOSS OF USE, DATA OR PROFITS OR A THIRD PARTY'S UNAUTHORIZED USE OF THE PRODUCTS OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT.

THE FOREGOING COVENANTS AND SERVICE COMMITMENTS ARE EXCLUSIVE AS TO BOTH PRODUCTS OR SERVICES PROVIDED HEREUNDER. NEC EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.

13. FORCE MAJEURE

13.1 It is expressly agreed that NEC shall not be liable for any loss or damage resulting from delays in performance or from failure to perform due in whole or in part to insurrection, civil war, revolutions, war (declared or undeclared), any Governmental Act, fires, floods, epidemics, embargoes, lockouts, strikes and for any other cause beyond NEC's reasonable control.

14. INSURANCE

14.1 NEC shall have and maintain in full force and effect for the duration of this AGREEMENT insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the NEC, its agents, representatives, or employees.

14.2 NEC shall maintain coverage and limits no less than:

(a) Comprehensive General Liability of $1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, and $2,000,000 in aggregate.

(b) Comprehensive Automobile Liability (any auto) of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability including Technology Professional Liability of $1,000,000 limit for claims arising out of professional services caused by the CONTRACTOR's errors, omissions, or negligent acts and shall be sufficiently broad to respond to the obligations of this agreement and shall include, but not limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invation of privacy violations, information theft, extortion and network security and coverages for breach response costs as well as regulatory fines and penalties and credit monitoring expenses.

(d) Workers' Compensation limits as required by the State of California and employers Liability limits of $1,000,000 per accident.

(e) Umbrella Liability of $1,000,000.

14.3 The County of Tulare, its officers, agents, officials, employees and volunteers shall be made an additional insured on General Liability Auto Liability and Umbrella Liability policies.

14.4 With respect to "bodily injury" or "property damage" claims directly arising out of the operations performed by or on behalf of the named insured, NEC, such insurance as is afforded by these policies is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insured, CUSTOMER, provided claims that give rise are from the Named Insured's negligence and arising out of operations for the CUSTOMER.

14.5 NEC agrees to waive all rights of subrogation, except for commercial general liability, against the County of Tulare, its officers, agents, officials, employees, and volunteers from losses arising from work performed by the CONTRACTOR for the CUSTOMER.

14.6 Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

14.7 Certificate Holder shall read:
Tulare County, its officers, agents, officials, employees and volunteers
833 S. Akers Street
Visalia, CA 93277

15. GENERAL

15.1 If either party neglects to perform any of its obligations under this AGREEMENT, and such failure continues for a period of thirty (30) days after written notice thereof, the other party shall have the right to terminate this AGREEMENT. Non-payment of duly presented invoices shall constitute a material breach and shall give rise to a unilateral cancellation sixty (60) days after the invoice date.

15.2 Either party's failure to enforce any provisions of this AGREEMENT will not be deemed a waiver of that provision or of the right to enforce it in the future.

15.3 This AGREEMENT shall be governed by the laws of the State of California.

15.4 Any notice required or authorized by this AGREEMENT shall be given by first-class mail, addressed to NEC Corporation of America, at the address set forth or addressed to the CUSTOMER at its address set forth.

Notices to CUSTOMER shall be addressed to:

County of Tulare Sheriff's Office
Fiscal Manager
      833 S. Akers Street
Visalia, CA 93277
(559) 802-9450

With a copy to:

Tulare County Sheriff's Office
Cyber Forensics Investigation Unit Manager
1105 S. O Street
Tulare, CA 93274
(559) 735-1921

Notices to NEC shall be addressed to:

NEC Corporation of America
10850 Gold Center Drive, Suite 200
Rancho Cordova, CA 95670
Attn: Cindy Taylor – Administrative Support Specialist
Email: Cindy.Taylor@necam.com
Phone: (319) 463-7070

With a Copy to:

NEC Corporation of America
3929 W John Carpenter Freeway
Irving, TX 75063
Attn: Legal Division – Contract Administration Department
Email: necamcontracts@necam.com

15.5 This AGREEMENT may be amended only expressly and in writing signed by an authorized representative of both parties.

15.6 This AGREEMENT, including the attached Exhibit (I) and Exhibit (II), contains the entire AGREEMENT and only understanding between the parties and supersedes all prior agreements either written or oral relating to the subject matter hereof. NEC hereby gives notice of objection to any additional or inconsistent terms set forth in any Purchase Order or other document issued by CUSTOMER and CUSTOMER agrees that any work done by NEC shall be governed exclusively by the terms and conditions of this AGREEMENT. No modifications of this AGREEMENT will be binding on either party, unless made in writing and signed by persons authorized to sign agreements on behalf of CUSTOMER and NEC.

WITNESSETH

CUSTOMER agrees to purchase, and CONTRACTOR agrees to provide the maintenance and support services in accordance with the terms and conditions set forth herein and per any referenced attachments, for the Initial Term hereof, at the prices set for by NEC on the commencement date of this AGREEMENT.

CUSTOMER

By: _____
J, Steven Worthley

Title: _____
Chairman, Tulare County Board of Supervisors

Date: _____

NEC CORPORATION OF AMERICA

By: _Roffie Buown_

Title: _Senior VP_

Date: _October 23, 2018_

NEC CORPORATION OF AMERICA

By: _____

Title: _VP_

Date: _10/30/18_

APPROVE AS TO FORM:
COUNTY COUNSEL
BY _Eni Scott_
DEPUTY 2018/618

<u>**EXHIBIT I:**</u>

ON-SITE SERVICES AGREEMENT

Bill To (Customer)
County of Tulare Sheriff's Office Fiscal Manager 833 S Akers Street Visalia, CA 93277

Product Location (Customer)
Same

Total Annual Maintenance Cost 11/23/18 – 11/22/19	$109,563

Central Site Equipment List					
Customer:	Tulare County Sheriff Office -- Main site				
Address:	2404 W. Burrel Avenue				
City:	Visalia				
State:	California		Contract Type: 7x24		
Zip:	93291				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Rack	4220	Rack and Accessories	1		included
KVM Switch	2160AS		1		included
KMM		Keyboard, Monitor, Mouse tray	1		included
PDU		16A, 120 - 240V	2		included
Switch	PC5424		1		included
Switch	PC5424		1		included
Power Supply	RPS600		1		included
UPS	1PDLA3000RM2U	3000VA, 120V	1		included
UPS	1PDLA3000RM2U	3000VA, 120V	1		included
Sub-System					
Server	R610	Matching Unit	1		included
		Processor, Xeon, X5570	1		included
		Processor, Xeon, X5570	1		included
		Memory, 4GB, Dual RDIMM	8		included
		HDD, 146GB, 15K, 2.5, SAS	2		included
Software			1	Server 2008 R2 Std, 5CAL	included
			1	PIDPlus MU 2.0 Service	included
			1	Microsoft Visual C++ 2005 Redistributable x64	included

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Sub-System					
Server	R610	Matching Unit	1		included
		Processor, Xeon, X5570	1		included
		Processor, Xeon, X5570	1		included
		Memory, 4GB, Dual RDIMM	8		included
		HDD, 146GB, 15K, 2.5, SAS	2		included
Software			1	Server 2008 R2 Std, 5CAL	included
			1	PIDPlus MU 2.0 Service	included
			1	Microsoft Visual C++ 2005 Redistributable x64	included
Sub-System					
Server	R610	Matching Unit	1		included
		Processor, Xeon, X5570	1		included
Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
		Processor, Xeon, X5570	1		included
		Memory, 4GB, Dual RDIMM	8		included
		HDD, 146GB, 15K, 2.5, SAS	2		included
Software			1	Server 2008 R2 Std, 5CAL	included
			1	PIDPlus MU 2.0 Service	included
			1	Microsoft Visual C++ 2005 Redistributable x64	included

Equipment Type	Model	Internal Configuration	Cnt	OS / Middleware / Application S/W	Annual Maint.
Sub-System					
Tape Library	TL2000	LT04-120 Tape Library Unit	1		included
Sub-System					
Server	R610	IPC Server	1		included
		Processor, Xeon, X5570	1		included
		Processor, Xeon, X5570	1		included
		Memory, 2GB, Dual RDIMM	6		included
		HDD, 73GB, 15K, 2.5, SAS	5		included
Software			1	Server 2008 R2 Std, 5CAL	included
			1	NEC Extraction Gateway Server	included
				IPC Core Application	included
			1	Aware WSQ Lic	included
Sub-System					
Server	R610	DM /MM Server	1		included
		Processor, Xeon, X5570	1		included
		Processor, Xeon, X5570	1		included
		Memory, 2GB, Dual RDIMM	6		included

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
		HDD, 146GB, 15K, 2.5, SAS	4		included
Software			1	Server 2008 R2 Std, 5CAL	included
			1	PID Algorithm - PID Base App. Lic	included
			1	PID Algorithm - PID Base Inflator Kicker	included
			1	PID Palm Database Inflator Kicker	included
			1	PID Server Inflator Kicker	included
				NEC PIDPlus Enterprise Matcher 2.0 MM-DM and SM	included
				J2SE Development Kit 5.0 Update 17	included
Sub-System					
Server	R710	DXF Server	1		included
		Processor, Xeon, X5570	1		included
		Processor, Xeon, X5570	1		included
		Memory, 2GB, Dual UDIMM	6		included
		HDD, 450GB, 15K, 3.5, SAS	1		included
Software			1	O/S - Server 2008 R2 Std, 5CAL	included
			1	DXF - Core Tier 1	included
				NEC DXF Workflow Manager 1.6 x86	included
				NEC DXF Workstation Interface 2.2 x64	included
				NEC DXF Streamed Lob Service 2.0 x64	included
				NEC DXF SystemService 2.2 x64	included
				NEC DXF TLI Notification Service 1.0	included
				NEC DXF UDBService 2.2 x64	included
				NEC DXF User Session Service 1.2 x64	included
				NEC DXF What Is My IP Service 1.0 x64	included
				NEC DXF Archive Service 1.7.5.0 x86	included
				NEC DXF Job Package Service 1.3 x64	included
				NEC DXF FastID Service 2.0 x64	included
				NEC DXF PID Service 1.0 x64	included
				Oracle Client 11gR2 x86	included
				Oracle Client 11gR2 x64	included
			1	DXF - Sys Admin Core S/W - Tier 1	included

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
				NEC DXF Global Admin Service 2.1	included
			1	**DXF-RD - Tier 1** (Reports Database s/w)	included
				SQL Server 2008 Standard 5 CAL	included
			1	**DXF-IPC Core-Tier 1**	included
				NEC DXF IPC Job Server 1.2.1 x64	included

				1	DXF-NIST SSO - Tier 1	included
					NEC DXF External Communicator Service 1.0	included
					NEC DXF External Simulator Service 1.0	included
				1	DXF-ESSO - Tier 1	included
					NEC DXF ESSO Browse 1.1	included
					NEC DXF ESSO Service Provider 1.2	included
				1	DXF-LS - Tier 1	included
					NEC DXF Livescan Service 1.2 x86	included
					NEC DXF Livescan Valtab Update Service 1.0	included
				1	DXF-PRT- Tier 1	included
				1	DXF Tenprint , Verification (Finger and Palm) - New	included
				1	DXF Latent Workstation (Finger and Palm) - New	included
				1	Acronis Backup and Recovery 10 Advanced Server Appl client lic	included
				1	Acronis Backup and Recovery 10 Universal Restore for Advanced Server Appl client lic	included
				1	DXF-Slap - Tier 1	included
				1	DXF-Fusion - Tier 1	included
				1	DXF Archive Module - Tier 1	included
				1	DXF Archive Manager - Tier 1	included
					NEC DXF Archive Service 1.7.5.0 x86	included
Sub-System						
Server	R510	Unified Database Server	1			included
		Processor, Xeon, X5570	1			included
		Processor, Xeon, X5570	1			included
		Memory, 4GB, Dual RDIMM	6			included
		HDD, 600GB, 15K, 3.5, SAS	6			included
Software				1	Red Hat Enterprise Linux	included
				1	Oracle 11gR1 Standard Edition 2-lic.	included
				1	Oracle APM STD ED (3-MD15-8Y9)	Included
				1	Backbone-Netvault Linux backup S/W	included
				1	Acronis Backup and Recover 10 Appl.	included
Sub-System						
Print Server	GX960SFF	Print Server	1			included
		Processor, Core2Quad	1			Included
		Memory, 4GB, DDR2	1			Included
		HDD, 160GB, SATA	1			Included
Printer	4510DT		1			Included

Software			1	Windows 7 Pro O/S	Included
				NEC Print Server S/W	Included
			1	Accuprint Server	included
			1	NISTPack For Workstation	included

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Sub-System					
Fast ID	GX960SFF	Fast ID Workstation	1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
				NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Tulare County Sheriff Office - CRIME LAB	
Address:	36008 Road 112	
City:	Visalia	
State:	California	Contract Type: 8x5
Zip:	93291	

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Sub-System					
Software			1	Windows 7 Pro O/S	Included
			1	Roxio Creator	Included
			1	NEC Global Admin Client	Included
			1	IFW Client Applications	Included
			1	Aware WSQ	included
Sub-System					
Software			1	Roxio Creator	Included
			1	Windows 7 Pro O/S	Included
			1	NEC Global Admin Client	Included
			1	IFW Client Applications	Included
			1	Aware WSQ	included

Remote Site Equipment List

Customer:	County Porterville Substation

Address:	291 N. Main St				
City:	Porterville				
State:	California		Contract Type: 8x5		
Zip:	93257				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Sub-System			ID		
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Porterville PD				
Address:	350 North D Street				
City:	Porterville				
State:	California		Contract Type: 8x5		
Zip:	93257				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint
D Sub-System			I		
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Exeter PD

Address:	100 North C Street				
City:	Exeter				
State:	California	Contract Type: 8x5			
Zip:	93221				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Sub-System		ID			
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Lindsay P.D.				
Address:	185 North Gale Hill Avenue				
City:	Lindsay				
State:	California	Contract Type: 8x5			
Zip:	93247				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint.
Sub-System		ID			
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Farmersville P.D.
Address:	909 W. Visalia Ave

City:	Farmersville				
State:	California		Contract Type: 8x5		
Zip:	93223				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	Annual Maint
Sub-System					
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Tulare PD		
Address:	260 South M Street		
City:	Tulare		
State:	California		Contract Type: 8x5
Zip:	93274		

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System					
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Woodlake PD
Address:	350 North Valencia Boulevard

City:	Woodlake				
State:	California		Contract Type: 8x5		
Zip:	93286				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System					
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Dinuba PD				
Address:	680 South Alta Avenue				
City:	Dinuba				
State:	California		Contract Type: 8x5		
Zip:	93618				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System		ID			
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Visalia Main PD
Address:	303 S. Johnson St.

City:	Visalia				
State:	California		Contract Type: 8x5		
Zip:	93291				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System					
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	**DXF Fast-ID WS 1:1**	included
			1	**DXF Fast-ID WS 1:N**	included
Sub-System					
Software			1	Roxio Creator	included
			1	Windows 7 Pro O/S	included
			1	NEC Global Admin Client	included
			1	IFW Client Applications	included
			1	Aware WSQ	included

Remote Site Equipment List

Customer:	Visalia PD North				
Address:	204 NW 3rd Ave				
City:	Visalia				
State:	California		Contract Type: 8x5		
Zip:	93291				

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System		ID			
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included

			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Bob Wiley Detention Center	
Address:	36714 Road 112	
City:	Visalia	
State:	California	Contract Type: 8x5
Zip:	93291	

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System					
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included
			1	Roxio Creator	Included
			1	DXF Fast-ID WS 1:1	included
			1	DXF Fast-ID WS 1:N	included

Remote Site Equipment List

Customer:	Pretrial	
Address:	36712 Road 112	
City:	Visalia	
State:	California	Contract Type: 8x5
Zip:	93291	

Equipment Type	Model	Internal Configuration	Qty	OS / Middleware / Application S/W	
Sub-System			ID		
Fast ID	GX960SFF		1		included
		Processor, Core2Quad	1		Included
		Memory, 4GB, DDR2	1		Included
		HDD, 160GB, SATA	1		Included
Monitor	P2010H		1		Included
Scanner	DFR-2100	USB2G	1		included
Software			1	Windows 7 Pro O/S	Included
			1	NEC fast ID client application	Included
			1	Livescan API Run Time Lic	Included
			1	WSQ 1000 Run Time Lic	Included

				1	Roxio Creator	Included
				1	DXF Fast-ID WS 1:1	included
				1	DXF Fast-ID WS 1:N	included
Total Annual Maintenance Cost 11/23/18 – 11/22/19						**$109,563**

NEC
NEC Corporation of America
Biometrics Solutions Division

EXHIBIT II

SPECIAL MAINTENANCE SERVICE CHARGES

The charge for Special Maintenance Services shall be computed as follows:

S = (WH + TH) x Current Hourly Rate + SP where:

S = Special Maintenance Charge

WH = Working hours spent on maintenance

TH = Round trip traveling hours between Contractor's service location and the site.

SP = Spare parts cost at the then-current price.

Special Maintenance Charges Hourly Rates:

	PPM	After Hours
Hourly Rate	$240.00	$360.00
Minimum Charge	2 Hours	2 Hours

NEC

June 11, 2018

Lieutenant David Singleton
Tulare County Sheriff's Office
1105 S. "O" Street
Tulare, CA 93274
Office (559) 687-7001

<u>EXHIBIT III</u>

Lt. Singleton,

NEC Corporation of America has greatly appreciated the opportunity to partner with and support the Tulare County Sheriff Department by providing our Automated Fingerprint Identification System (AFIS) solution. NEC values the relationship we have with the County of Tulare.

As you may know, the Information Technology industry has established life-cycle standards for equipment and software ranging from three to seven years. The Tulare County AFIS system was installed 9 years ago in 2009. As end of service life approaches, spare parts and support resources become difficult if not impossible to maintain. Updated technologies and improved capabilities have also become available, further adding to the desirability by most agencies for technology refreshment.

The NECAM Service and Support Management Team has studied the availability of parts and support for the hardware and third party software used on your AFIS and determined that we can no longer provide guaranteed support for your system after November 2018. NECAM is going to provide best effort support for all software and hardware associated with your AFIS.

a. Dell no longer provides maintenance contracts or guaranteed support on the servers
b. Oracle no longer provides support on the Oracle version used
c. NEC no longer provides support on the Search Engines
d. NEC is no longer providing updates or change orders for the core AFIS product.
e. Microsoft no longer supports the operating systems

NECAM is prepared to offer Tulare County Sheriff Department a seamless and low-risk transition of your AFIS to our next generation technology, which is NEC's Integra ID MBIS. Upon your request, your account manager will provide you with a future roadmap or update path that is designed specifically to meet your critical business needs. Please contact her at Kelly.Gallagher@necam.com or 916-463-7003.

If you have any questions or concerns my contact information is listed below. I look forward to continuing our partnership going forward.

Sincerely,

Jeff Siao
Manager, Service and Support Operations
NEC Corporation of America
Jeff.siao@necam.com
(714) 809-2119