An NEC Solution for
National Cooperative Purchasing Alliance

Advanced Communications Solutions
Request for Proposal
Solicitation Number 21-16

July 21, 2016
Electronic Copy

Submitted By:
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Submitted To:
Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601
Table of Contents

EXECUTIVE SUMMARY ..................................................................................................................................... 4
CORPORATE OVERVIEW ................................................................................................................................. 5
1. SIGNATURE FORM .................................................................................................................................... 7
2. NCPA ADMINISTRATION AGREEMENT ..................................................................................................... 8
3. VENDOR QUESTIONNAIRE ...................................................................................................................... 11
4. VENDOR PROFILE ................................................................................................................................... 15
5. PRODUCTS AND SERVICES / SCOPE ........................................................................................................ 23
6. REFERENCES ........................................................................................................................................... 27
7. PRICING .................................................................................................................................................. 35
8. VALUE ADDED PRODUCTS AND SERVICES .............................................................................................. 36
9. REQUIRED DOCUMENTS ........................................................................................................................ 38
10. ATTACHMENTS ....................................................................................................................................... 51
    SAMPLE MASTER PURCHASE AGREEMENT
    ORGANIZATION CHART
Executive Summary

NEC of America (NEC) would like to thank National Cooperative Purchasing Alliance for providing us the opportunity to respond to the request for proposal for Advanced Communications Solutions. NEC welcomes the opportunity to assist National Cooperative Purchasing Alliance in rapidly deploying the proposed NEC solution.

NEC Corporation is one of the world’s leading providers of Internet, broadband network and enterprise business solutions dedicated to meeting the specialized needs of its diverse and global base of customers. NEC delivers tailored solutions in the key fields of computer, networking and electron devices, by integrating its technical strengths in IT and networks, and by providing advanced semiconductor solutions through NEC Electronics Corporation.

NEC’s solutions, products and services are backed by the leadership and expertise of one of the most successful global companies, conducting business for more than 100 years. NEC has over 98,000 employees worldwide with over $24 Billion in annual revenue and more than 1,000 employees in over 24 US Offices. Thousands of enterprises across North America, including Fortune 1000 companies and major vertical industries such as healthcare, education, and hospitality, trust NEC Corporation of America to deliver unparalleled excellence and customized solutions for their unique networking and communications needs.
Corporate Overview

NEC Corporation of America:

Established July 1, 2006, from the combined operations of NEC America, NEC Solutions America and NEC USA, NEC Corporation of America is a leading technology provider of strategic IT and communications solutions. Serving carrier, small-to-medium business and large enterprise clients across multiple vertical industries, NEC Corporation of America provides its customers greater access to a rich portfolio of technology and professional services, enhanced opportunities and competitive solutions.

Effective companies are built on the vision of an agile and collaborative organization that leverages technology to meet business objectives. As the U.S. subsidiary of NEC Corporation, NEC Corporation of America leverages NEC’s global network of resources and experience to help customers achieve a competitive edge. Comprised of business units and innovation centers throughout the United States, NEC Corporation of America offers its clients direct access to market-leading technologies and resources, ranging from server and storage solutions to IP voice and data solutions, biometric identification, optical network and microwave radio communications solutions.

Fulfilling customer needs through comprehensive and innovative IT and network solutions is central to NEC’s mission.

NEC Corporation:

On 17 July 1899, Nippon Electric Company, Limited (renamed NEC Corporation, effective April, 1983, both expressed as NEC hereafter) Japan’s first joint venture with foreign capital, was established by Kunihiko Iwadare in association with the U.S. firm Western Electric Company (presently Alcatel-Lucent).

The basic aim of the new company, expressed in the slogan “Better Products, Better Service,” was to carry out the promise to provide its customers with world-class products and dependable follow-up service. The notion of follow-up service didn’t take root among Japanese businesses until a full half-century later, whereas NEC had from the beginning embraced a concept that developed into what we now call Customer Satisfaction (CS).

World and domestic firsts in technology and research development, made possible by managerial innovation and backed by establishment, improvement and reform of its various personnel systems, as well as the early mounting of environmental projects, make it possible to say that NEC’s history has been marked by constant innovation for more than a hundred years. NEC is empowered by the DNA of innovation.
NEC Corporation is a leader in the integration of IT and network technologies that benefit businesses and people around the world. By providing a combination of products and solutions that cross utilize the company's experience and global resources, NEC's advanced technologies meet the complex and ever-changing needs of its customers. NEC brings more than 100 years of expertise in technological innovation to empower people, businesses and society.

**NEC Group Core Values**

NEC brings together and integrates technology and expertise to create the ICT-enabled society of tomorrow. We collaborate closely with partners and customers around the world, orchestrating each project to ensure all of its parts are fine-tuned to local needs. Every day, our innovative solutions for society contribute to and enable people to live brighter lives.

NEC will create “an information society friendly to humans and the earth” by contributing to customers and society through the practice of the NEC Way. A more concrete application of this principle is our declaration of becoming a “Social Value Innovator.” We have developed a corporate key image of “orchestrating a brighter world,” reflecting the principle to our business activities.

NEC serves to society and customers with values contributes to by continuing to present to society or customers values such as safety, security, efficiency and equality through the power of ICT to offer solutions to social problems. We hope that our contribution underpins the medium- to long-term development of the NEC Group.
Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Assignment of Contract

- No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
♦ Tax Exempt Status
  ➢ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

♦ Payments
  ➢ The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

♦ Adding authorized distributors/dealers
  ➢ Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  ➢ Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  ➢ Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  ➢ Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

♦ Pricing
  ➢ All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.
  ➢ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

♦ Warranty
  ➢ Proposals should address each of the following:
    ▪ Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    ▪ Availability of replacement parts
    ▪ Life expectancy of equipment under normal use
    ▪ Detailed information as to proposed return policy on all equipment

♦ Indemnity
  ➢ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
♦ Franchise Tax
  ➢ The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

♦ Supplemental Agreements
  ➢ The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

♦ Certificates of Insurance
  ➢ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

♦ Legal Obligations
  ➢ It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

♦ Protest
  ➢ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    ▪ Name, address and telephone number of protester
    ▪ Original signature of protester or its representative
    ▪ Identification of the solicitation by RFP number
    ▪ Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  ➢ Any protest review and action shall be considered final with no further formalities being considered.

♦ Force Majeure
  ➢ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer
period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Miscellaneous

  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy

  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

♦ Contract Administration
  ➢ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

♦ Contract Term
  ➢ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.

♦ Contract Waiver
  ➢ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

♦ Products and Services additions
  ➢ Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

♦ Competitive Range
  ➢ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

♦ Deviations and Exceptions
  ➢ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor’s complete line of products and/or services, when possible.

♦ Estimated Quantities
  ➢ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is __________ million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

♦ Evaluation
  ➢ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent’s whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent’s are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents’ proposals or prices.

Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

- Past performance is relevant information regarding a vendor’s actions under previously awarded contracts; including the administrative aspects of performance; the vendor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor’s businesslike concern for the interests of the customer.
Evaluation Criteria

◆ Pricing (40 points)
  ➢ Electronic Price Lists
    ▪ Products, Services, Warranties, etc. price list
    ▪ Prices listed will be used to establish both the extent of a vendor’s product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  ➢ Product Delivery within participating entities specified parameters
  ➢ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  ➢ Vendor’s ability to perform towards above requirements and desired specifications.
  ➢ Quantity of line items available that are commonly purchased by the entity.
  ➢ Quality of line items available compared to normal participating entity standards.

◆ References (15 points)
  ➢ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

◆ Technology for Supporting the Program (10 points)
  ➢ Electronic on-line catalog, order entry use by and suitability for the entity’s needs
  ➢ Quality of vendor’s on-line resources for NCPA members.
  ➢ Specifications and features offered by respondent’s products and/or services

◆ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and Training
  ➢ Customer Service
Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

<table>
<thead>
<tr>
<th>Company name</th>
<th>NEC Corporation of America</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>3929 West John W Carpenter Freeway</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Irving, TX 75063</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>214-262-5000</td>
</tr>
<tr>
<td>Fax No.</td>
<td>214-262-5154</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:Lainey.Gordon@necam.com">Lainey.Gordon@necam.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>Taichiro Hashizawa</td>
</tr>
<tr>
<td>Position with company</td>
<td>Executive Vice President</td>
</tr>
<tr>
<td>Authorized signature</td>
<td></td>
</tr>
</tbody>
</table>
2. NCPA Administration Agreement

NEC agrees to negotiate in good faith the final terms and conditions of this agreement, should NEC be selected as the preferred vendor for this engagement. It is requested that the Master Purchase Agreement provided with this response be incorporated into any resulting agreement(s).

This Administration Agreement is made as of August 1, 2016, by and between National Cooperative Purchasing Alliance ("NCPA") and NEC ("Vendor").

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2016, referenced as Contract Number 01-60, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Advanced Communications Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA;

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

❖ General Terms and Conditions
  ➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  ➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  ➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  ➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  ➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region...
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the
Master Agreement, or (ii) for any payments required to be made with respect to such
order, and (c) shall not be obligated, liable or responsible for any failure by the Public
Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the
due authorization and approval necessary to purchase under the Master Agreement. NCPA
makes no representations or guaranties with respect to any minimum purchases required
to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or
Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate
  supplemental agreement to further define the level of service requirements over and above
  the minimum defined in this contract i.e. invoice requirements, ordering requirements,
specialized delivery, etc. Any supplemental agreement developed as a result of this contract
  is exclusively between the Public Agency and Vendor. NCPA, its agents, members and
  employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect,
    provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through
    the termination of this Agreement and all indemnifications afforded by Vendor to NCPA
    shall survive the term of this Agreement.

- Fees and Reporting
  - Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total
    purchase price paid to Vendor for the sale of products and/or services pursuant to the
    Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be
    measured on a calendar year basis.

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
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<tbody>
<tr>
<td>0 - $30,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$30,000,001 - $50,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$50,000,001+</td>
<td>1%</td>
</tr>
</tbody>
</table>

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the
  Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a
  period of four (4) years from the date NCPA receives the accounting. In the event of such
  an audit, the requested materials shall be provided at the location designated by Region 14
  ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a
  resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the
  amount of such underpayment, together with interest on such amount and shall be
  obligated to reimburse NCPA's costs and expenses for such audit.

- The awarded vendor shall electronically provide NCPA with a detailed monthly or
  quarterly report showing the dollar volume of all sales under the contract for the previous
  month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us.
  Reports are due on the fifteenth (15th) day after the close of the previous month or
  quarter. It is the responsibility of the awarded vendor to collect and compile all sales under
the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
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**Total** __________

- **General Provisions**
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder.
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

---

**National Cooperative Purchasing Alliance:**

- **Name:** Matthew Mackel  
  - **Title:** Director, Business Development  
  - **Address:** PO Box 701273, Houston, TX 77270  
  - **Signature:**  
  - **Date:** August 1, 2016

---

**Vendor:** NEC Corporation of America

- **Name:** Taichiro Hashizawa  
  - **Title:** Executive Vice President  
  - **Address:** 3929 W. John Carpenter Freeway, Irving, TX 75063  
  - **Signature:**  
  - **Date:** August 3rd, 2016
Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- **States Covered**
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

- **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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<td>Alabama</td>
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<td>Wisconsin</td>
</tr>
<tr>
<td>Florida</td>
<td>New Hampshire</td>
<td>West Virginia</td>
</tr>
<tr>
<td>Georgia</td>
<td>New York</td>
<td>Wyoming</td>
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<tr>
<td>Hawaii</td>
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<td>Idaho</td>
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<td>Illinois</td>
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<td>Indiana</td>
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<tr>
<td>Iowa</td>
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<tr>
<td>Kansas</td>
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<td></td>
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<tr>
<td>Kentucky</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Louisiana</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maine</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Somoa ☐ Northern Marina Islands
☐ Federated States of Micronesia ☐ Puerto Rico
☐ Guam ☐ U.S. Virgin Islands
☐ Midway Islands

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➢ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

NEC Response: Through our vast National network of certified Associates, Integrators and Distributors include: Large Integrators, Service Disabled Veteran Owned Small Businesses, HUBZone, Woman Owned and other small disadvantaged and MWBE businesses that utilize various programs and vehicles.

▫ Minority / Women Business Enterprise
  • Respondent Certifies that this firm is a M/WBE ☐

▫ Historically Underutilized Business
  • Respondent Certifies that this firm is a HUB ☐

Residency

➢ Responding Company’s principal place of business is in the city of Irving, State of Texas.

Felony Conviction Notice

➢ Please Check Applicable Box;
  ☐ A publically held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony.
  ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  ☐ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

Distribution Channel

Which best describes your company’s position in the distribution channel:

☐ Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other: ___
Processing Information

➢ Provide company contact information for the following:

Sales Reports / Accounts Payable

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Mary McCollum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Sr. Contract Administration Manager</td>
</tr>
<tr>
<td>Company:</td>
<td>NEC Corporation of America</td>
</tr>
<tr>
<td>Address:</td>
<td>3929 West John W Carpenter Freeway</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Irving, TX 75063</td>
</tr>
<tr>
<td>Phone, Email:</td>
<td>214-262-6000, <a href="mailto:Mary.McCollum@necam.com">Mary.McCollum@necam.com</a></td>
</tr>
</tbody>
</table>

Purchase Orders

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Jane Taylor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Billing Supervisor</td>
</tr>
<tr>
<td>Company:</td>
<td>NEC Corporation of America</td>
</tr>
<tr>
<td>Address:</td>
<td>3929 West John W Carpenter Freeway</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Irving, TX 75063</td>
</tr>
<tr>
<td>Phone, Email:</td>
<td>214-262-6245, <a href="mailto:Jane.Taylor@necam.com">Jane.Taylor@necam.com</a></td>
</tr>
</tbody>
</table>

Sales and Marketing

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Lainey Gordon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Vertical Practice Specialist – State and Local Government</td>
</tr>
<tr>
<td>Company:</td>
<td>NEC Corporation of America</td>
</tr>
<tr>
<td>Address:</td>
<td>3929 West John W Carpenter Freeway</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Irving, TX 75063</td>
</tr>
<tr>
<td>Phone, Email:</td>
<td>214-262-3711, <a href="mailto:Lainey.Gordon@necam.com">Lainey.Gordon@necam.com</a></td>
</tr>
</tbody>
</table>

Pricing Information

➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
   - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

   Yes □ No

➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

   Yes □ No
4. Vendor Profile

Please provide the following information about your company:

♦ Company’s official registered name.

**NEC Response:** NEC Corporation of America

♦ Brief history of your company, including the year it was established.

**NEC Response:** On 17 July 1899, Nippon Electric Company, Limited (renamed NEC Corporation, effective April, 1983, both expressed as NEC hereafter) Japan's first joint venture with foreign capital, was established by Kunihiko Iwadare in association with the U.S. firm Western Electric Company.

The basic aim of the new company, expressed in the slogan “Better Products, Better Service,” was to carry out the promise to provide its customers with world-class products and dependable follow-up service. The notion of follow-up service didn’t take root among Japanese businesses until a full half-century later, whereas NEC had from the beginning embraced a concept that developed into what we now call Customer Satisfaction.

World and domestic firsts in technology and research development, made possible by managerial innovation and backed by establishment, improvement and reform of its various personnel systems, as well as the early mounting of environmental projects, make it possible to say that NEC’s history has been marked by constant innovation for more than a hundred years. NEC is empowered by the DNA of innovation.
Company’s Dun & Bradstreet (D&B) number.

**NEC Response:** The Company’s D&B number is 147255405.

Company’s organizational chart of those individuals that would be involved in the contract.

**NEC Response:** An organizational chart is provided in the attachments section of this response.

Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.

**NEC Response:** NEC operates across the country with a highly mobile, remote workforce. While coverage is in all the states checked in Tab 3 - Questionnaire, this does not directly correlate to a brick and mortar building. The following is a list of the physical buildings by state. This does not include locations outside of the United States.
## Headquarters

<table>
<thead>
<tr>
<th>State</th>
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</thead>
<tbody>
<tr>
<td>TX</td>
<td>Irving</td>
<td>3929 W. John Carpenter Freeway</td>
<td>214-262-2000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Irving, TX 75063</td>
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## NECAM Office Locations

### Regional Locations

<table>
<thead>
<tr>
<th>State</th>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>AZ</td>
<td>Tempe</td>
<td>1938 E. Highland Ave STE F104-624</td>
<td>(mailbox only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tempe, AZ 85016</td>
<td></td>
</tr>
<tr>
<td>CA</td>
<td>Santa Clara</td>
<td>3151 Jay Street, Suite 110</td>
<td>408-844-1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Santa Clara, CA 95054</td>
<td></td>
</tr>
<tr>
<td>CA</td>
<td>Long Beach</td>
<td>3900 Kilroy Airport Way, Suite 200</td>
<td>562-506-2300</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long Beach, CA 90806</td>
<td></td>
</tr>
<tr>
<td>CA</td>
<td>Rancho Cordova</td>
<td>10850 Gold Center Drive, Suite 200</td>
<td>916-463-7000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rancho Cordova, CA 95670</td>
<td></td>
</tr>
<tr>
<td>WA</td>
<td>Bellevue</td>
<td>14335 NE 24th St, Suite 104</td>
<td>425-373-4400</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bellevue, WA 98007</td>
<td></td>
</tr>
<tr>
<td>TX</td>
<td>DFW Airport</td>
<td>1213 N 28th Ave. DFW Airport, TX 75261</td>
<td>214-262-2582</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CT</td>
<td>Shelton</td>
<td>4 Forest Parkway Shelton, CT 06484</td>
<td>203-926-5400</td>
</tr>
<tr>
<td>MD</td>
<td>Fulton</td>
<td>11830 W. Market Place, Suite N Fulton, MD 20759</td>
<td>240-456-4260</td>
</tr>
<tr>
<td>NJ</td>
<td>Lawrenceville</td>
<td>11 Princess Road, Suite D-E</td>
<td>609-671-5900</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lawrenceville, NJ 08648</td>
<td></td>
</tr>
<tr>
<td>NY</td>
<td>Albany</td>
<td>10 Walker Way Section 2 Albany, NY 12205</td>
<td>518-218-4200</td>
</tr>
<tr>
<td>VA</td>
<td>Arlington</td>
<td>1820 North Fort Myer Drive, Suite 500 Arlington, VA 22209</td>
<td>NA</td>
</tr>
<tr>
<td>VA</td>
<td>Manassas</td>
<td>10642 Wakeman Ct. Manassas, VA 20110</td>
<td>NA</td>
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### NEC Laboratories America, Inc

<table>
<thead>
<tr>
<th>State</th>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA</td>
<td></td>
<td>10080 North Wolfe Rd., Suite SW3-35</td>
<td>408-863-6000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cupertino, CA 95014</td>
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### NEC Logistics America

<table>
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<tr>
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<tbody>
<tr>
<td>CA</td>
<td></td>
<td>18615 Ferris Place Rancho Dominguez, CA 90220</td>
<td>310-603-0577</td>
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<tr>
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### NEC Display Solutions of America

<table>
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<tr>
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<tbody>
<tr>
<td>IL</td>
<td></td>
<td>500 Park Blvd., Suite 1100</td>
<td>630-467-3000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Itasca, IL 60143</td>
<td></td>
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### NEC Enterprise Communications Technologies, Inc. (formerly NEC Sphere)

<table>
<thead>
<tr>
<th>State</th>
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<tbody>
<tr>
<td>IL</td>
<td></td>
<td>300 Tri State International, Suite 150</td>
<td>847-793-9600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lincolnshire, IL 60069</td>
<td></td>
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### NEC Financial Services, LLC

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>NJ</td>
<td></td>
<td>250 Pehle Ave., Suite 704</td>
<td>201-845-5800</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Saddle Brook, NJ 7663-5888</td>
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### NEC Laboratories America, Inc

<table>
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</thead>
<tbody>
<tr>
<td>NJ</td>
<td></td>
<td>4 Independence Way Princeton, NJ 08540</td>
<td>609-520-1555</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
List the names of key contacts at each with title, address, phone and e-mail address.

- Lainey Gordon, State and Local Vertical Practice, 214-262-3711, lainey.gordon@necam.com
- John Shroeder, Government Markets Mgr., 214-262-8011, john.shroeder@necam.com
- Mary McCollum, Contract Admin Mgr., 214-262-5530, mary.mccollum@necam.com
- Jane Taylor, Billing Supervisor, 214-262-6245, jane.taylor@necam.com
- Marc Hebner, Regional Sales Director, 214-262-6315, marc.hebner@necam.com
- Terry Taler, Regional Sales Director, 214-262-5594, terrence.taler@necam.com
- David Bukoski, Regional Sales Director, 203-926-5419, david.bukoski@necam.com
- Wade Irwin, Regional Sales Director, 214-262-2560, wade.irwin@necam.com

Define your standard terms of payment.

**NEC Response:** Standard terms are Net30. From the time the equipment ships, the invoice is set to be paid in thirty (30) days.

Who is your competition in the marketplace?

**NEC Response:** NEC’s competition consists of manufacturers and services providers of the following: Unified Communications, Software Defined Networking, Biometrics, servers, and storage.

Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

**NEC Response:** NEC Corporation of America is a wholly owned subsidiary of NEC Corporation, Inc. Audited financials for NEC Corporation can be found with the 2015 Annual Report included with this response.

What differentiates your company from competitors?

**NEC Response:** NEC has been providing solutions that help improve the way people live, work and communicate for over 117 years. With almost 100,000 NEC employees around the world and 9 global research laboratories, NEC has produced over 64,000 technology patents. NECAM has been headquartered in the US for over 50 years and has maintained a presence in Irving, Texas for over 30 years. Our financial services organization is over 30 years old supporting both our Enterprise and SMB customers with innovative financing solutions. Our customers find this to be a huge benefit in partnering with NEC.

NEC conducts business globally in over 160 countries with our Global HQ in Japan. Our network of global research labs employ over 1,000 research professionals allocating over $1.2 Billion or more than 5% of NEC annual revenue to innovation and developing solutions that
contribite to society. NEC has been recognized as one of the 50 most innovative companies globally. This commitment to innovation keeps NEC and its customers at the cutting-edge of technology.

One of the greatest differentiators for NEC is that while we are a B2B Enterprise, our Solutions truly focus on the end user. NEC’s approach to business begins with building a resilient and agile infrastructure that enables predictive business to operate at a lower cost while providing better service and flexibility. It is about embracing the latest business applications that empower the workforce to deliver better services and improved collaboration to customers. This ultimately improves organizational competitiveness and places the workforce in full command by providing them with a user-centric self-service business experience.

♦ Describe how your company will market this contract if awarded.

**NEC Response:** NEC is well positioned to market the NCPA contract through our vast network of authorized solutions integrators, our direct sales organization as well as directly to our installed base and potential end user customers. NEC will begin by planning and hosting a series of webinars to rollout the contract and educate our various segments on the strength of this contract and plans to utilize NCPA resources as subject matter experts. As a second step, we plan to post on our contracts website the details and source information relevant to the our NCPA contract. Thirdly, we will equip our sales and business development managers with details on the contract as a vehicle when working with State, local, municipal, K-12, higher education and all publicly funded entities.

♦ Describe how you intend to introduce NCPA to your company.

**NEC Response:** NCPA will be introduced through hand selected channel partners who will be added to the contract. Outside of those individuals, NEC will share the information with webinars, blog posts, internal email notifications, and the like to increase awareness and opportunities to utilize NCPA. Webinars will be the most utilized tool in order to share information, updates, and traction on a quarterly basis.

♦ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

**NEC Response:** NEC’s online ordering capabilities are inherent in our configuration tool. Typically, a configuration is engineered, reviewed, agreed upon and then ordered all from the same configuration tool. We also maintain an on-line parts list with MSRP pricing, however, we do not maintain an on-line catalog that can be ordered from.

♦ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

**NEC Response:** NEC’s mission is to provide customers with world-class, end-to-end support for every aspect of their communications network. From design and implementation to integration, maintenance and network upgrades, we provide a staff
of experienced technical professionals and state-of-the-art resources to support every aspect of your communications network. Add to this our direct expertise of NEC and third-party technologies and customer get a world-class infrastructure, expert support and faster technical-issue resolution.

Services Support

- National Technical Assistance Center (NTAC)
  NEC’s NTAC provides helps keep your business running smoothly by providing exceptional support services to protect your technology investment 24 hours a day, seven days a week, 365 days a year. The NTAC is comprised of experienced representatives who support direct customers and authorized dealers that utilize various support services.

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Networking (ProgrammableFlow)</td>
<td>1-877-632-0064</td>
<td><a href="mailto:support@necam.com">support@necam.com</a></td>
</tr>
<tr>
<td>Enterprise Software</td>
<td>1-877-632-0064</td>
<td><a href="mailto:support@necam.com">support@necam.com</a></td>
</tr>
<tr>
<td>Information Analytics</td>
<td>1-800-240-0632</td>
<td><a href="mailto:insidesales@necam.com">insidesales@necam.com</a></td>
</tr>
<tr>
<td>Server Solutions</td>
<td>1-877-632-0064</td>
<td><a href="mailto:support@necam.com">support@necam.com</a></td>
</tr>
<tr>
<td>Storage Solutions (SANS)</td>
<td>1-877-632-0064</td>
<td><a href="mailto:support@necam.com">support@necam.com</a></td>
</tr>
<tr>
<td>Storage Solutions (HYDRAstor)</td>
<td>1-877-632-0064</td>
<td><a href="mailto:support@necam.com">support@necam.com</a></td>
</tr>
<tr>
<td>UNIVERGE Communication- US</td>
<td>1-877-463-2267</td>
<td><a href="mailto:gsc@necam.com">gsc@necam.com</a></td>
</tr>
</tbody>
</table>

Product Support

- **Customer Product Information & Demonstrations**
  - End-User Product Demonstrations
  - Additional UNIVERGE® Product Demos
  - Rehabilitation Act of 1973: Section 508

- **NEC Networking & Communications Product Support**
  - Software Assurance Program
  - System Documentation
  - Product Archive
  - Supported Software Matrix by Product

- **General Support Information**
  - Return Material Authorization Policy & Procedure
  - Purchase Order Standard Terms & Conditions
Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

NEC Response: NEC has developed a long term environmental policy through 2030. Below are the goals that we as a corporation strive to achieve.

Goals
(1) Low carbon: Contribute to overall CO2 reductions through IT solutions
(2) Low carbon: Improve the energy efficiency of products
(3) Strengthen activities aimed at preserving ecological biodiversity
(4) Promote the conservation and recycling of resources

1. Low carbon: Contribute to overall CO2 reductions through IT solutions
Provide IT solutions that help curb overall CO2 emissions as well as NEC’s efforts to curb CO2 emissions in its manufacturing processes and offices.
- Reduce CO2 emissions by 50 million tons by fiscal year 2031
- Reduce CO2 emissions by 15 million tons by fiscal year 2018

2. Low carbon: Improve the energy efficiency of products
Increase the energy efficiency of products and curb their CO2 emissions.
- Fiscal year 2031:
  90% improvement in the weighted average (*1) of all products
  80% improvement in each product group (as compared to products in 2005)
- Fiscal year 2018:
  80% improvement in the weighted average of all products
  70% improvement in each product group (as compared to products in 2005)

3. Strengthen activities aimed at preserving ecological biodiversity
Enrich activities based on the NEC Group Principles for Conserving Biodiversity.
- Provide solutions that contribute to the conservation of ecological biodiversity, including earth observation technologies via satellite and wireless sensor terminals that monitor natural ecological systems.
- Further reinforce NEC’s leading initiatives in "Forestation," "Rice Paddy Planting" and "MDD Exercises" (*2).

4. Promote of resource recycling and resource saving
Address the issue of oil resource depletion by promoting the use of bioplastics.
- Bioplastics adopted by all major products (*3) by fiscal 2017
- (*1)Energy conservation results base on product performance
- (*2)MDD: NEC Make-a-Difference Drive
  Volunteer activities that NEC Group employees worldwide take part in.
- (*3)Excluding products such as those with few plastic parts and those whose performance would be degraded by the use of bioplastics.
Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

NEC Response: NEC’s Federal Tax ID Number (FEIN) is 20-0665337. Upon request, NEC will provide specific current licenses, registrations, certifications, and other relevant documentation to particular task orders.

NEC is well positioned to work with NCPA through our vast national network of certified Integrators, Associates, Partners and Distributors to include, large integrators, Service Disabled Veteran Owned Small Businesses, HUBZone, Woman Owned and other small disadvantaged businesses utilizing a variety of programs and vehicles.
5. Products and Services / Scope

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) categories. List all categories along with vendors’ capability to fulfill

**NEC Response:** NEC Corporation of America is well represented by the list below in technologies that we have a specialization. In addition, please see our Smart Government Solutions Portfolio detailed on the following pages.

- Core System Capabilities
  - Software Centric / Cloud Centric Solutions
  - Management Interface
  - Business Continuity
  - Reporting
  - Licensing
  - E911
  - Security
  - Software Development
- Mobility
- Rich Presence
- Business Voice Services
  - Hosted IP PBX Service
  - SIP Trunks
  - IP Telephones
  - Auto Attendant
  - Voicemail
  - Unified Messaging
  - PRI Trunks
  - POTS
- Call Recording
- Unified Communications
  - Desktop Client
  - Instant Messaging
  - Softphone
  - Video Telephony
- Contact Center
- Audio Conferencing
- Web Collaboration
- Mass Notification and Emergency Conferencing
- Services
  - Assessment Consulting
  - Cloud Services
  - Maintenance and Support Services
  - Outsourced Services
  - Remote Managed Services
Smart Government Solutions - Delivered by One NEC

Corporate Overview
Headquartered in Irving, Texas, NEC Corporation of America (NEC) is a leading technology developer and manufacturer providing solutions that improve the way people work and communicate. NEC delivers interoperable Solutions for Society that are aligned with our customers’ priorities to create new value for people, businesses and society, with a special focus on safety, security and efficiency.

NEC delivers one of the industry’s strongest and most innovative portfolios of communications, analytics, security, biometrics and technology solutions that unleash customers’ productivity potential. Through these solutions, NEC combines its best-in-class technology, leveraged with a robust partner ecosystem, to solve today’s most complex business problems.

NEC Corporation of America is a wholly-owned subsidiary of NEC Corporation, a global technology leader with a 100,000+ employees worldwide, a presence in 160 countries, $25 billion in revenues and ranked among the Top 50 Most Innovative Companies.

Why NEC?
NEC has worked with and provided Federal, Department of Defense (DoD), State and Local government entities IT and communications technologies for over 50 years in the North American marketplace. Our Smart Government solutions deliver unmatched reliability, security and unsurpassed features, quality and manageability to meet the unique requirements of government organizations. With NEC’s Smart Government solutions, service to customers, communities and constituents will never be comprised.

Security
With security top of mind in the public sector, NEC offers numerous solutions to keep people, assets and data safe. Through our high performance, rock-solid, multi-modal biometrics identity management solutions, NEC offers security right at your finger tips...literally. NEC’s biometrics technology delivers the highest ranking accuracy and speed, validated by the National Institute of Standards and Technology (NIST), in facial recognition and detection. Utilized by law enforcement extensively to identify people and used by businesses that want to protect access to their assets, NEC’s biometric solutions offer a wide-range of security choices.

For unified communications and collaboration, NEC’s UNIVERGE 3C solution offers the most stringent security and interoperability requirements of the U.S. Department of Defense (DoD) with its JITC (Joint Interoperability Task Command) accreditation. With UNIVERGE 3C, organizations can ensure their communications are secure.

- JITC Certified voice communications
- Emergency Notification Facial Recognition
- Finger Print Recognition
- Managed Security
Consolidation
Designed to meet the next generation of Data Center and Highly Distributed environments, NEC delivers the highest levels of availability, scalability, and density through multiple consolidation methods. Virtualize the network with Software Defined Networking (SDN), utilize the functionality of the Cloud, or deploy the fault-tolerant servers with virtualized applications and 99.999% availability for mission critical applications are just a few examples of Smart Government solutions available from NEC. NEC’s high performance, capacity-optimized and highly available consolidation and storage solutions support backup, long-term data archive and disaster recovery for all enterprises.

- Cloud – UCaaS, IaaS
- Software Defined Networks - SDN
- Servers
- Storage
- Grid Backup
- High Availability Clustering

Software Defined Networking  2016 HIS Leader Award

Introduced in 2011, and installed in production networks around the world, NEC’s ProgrammableFlow® Networking Suite was the first commercially available Software-Defined Network (SDN) solution to leverage the OpenFlow protocol. SDN enables full network virtualization and allows enterprises, data centers and service providers to easily deploy, control, monitor and manage secure multi-tenant network infrastructure.

NEC’s SDN solution automates and simplifies network administration for greater agility, and provides a network-wide programmable interface for unifying the deployment and management of network services with the rest of IT infrastructure. This open network architecture separates the network control plane from the data plane – centralizing and streamlining network administration.

Cloud
NEC offers a broad range of cloud solutions all built on NEC’s enterprise-grade infrastructure for improved operational agility, flexibility, resiliency, scalability and security. Our Infrastructure-as-a-Service (IaaS) allows you complete control over enterprise applications, without having to maintain the infrastructure and datacenter elements, and with UNIVERGE BLUE Business Cloud Services, NEC takes our proven, full complement of sophisticated unified communications (UC), collaboration and contact center applications to the cloud to enable organizations to be more agile and competitive. We provide the flexibility to choose the deployment model and applications to fit an organization’s specific requirements.

Mobility
NEC’s offers powerful application suites of customizable communication and collaboration tools, and delivers them to multiple endpoints and wireless devices. The result is an empowered workforce where personnel have real-time access to the information they need and the freedom to communicate outside conventional settings. NEC’s mobility offerings appeal to traffic congested capital cities and younger workers’ desires to have more flexibility.

- Unified Communications
- Contact Center
- Emergency Notification
- UC Clients for Mobile Devices & Wireless Telephones
- Audio/Video Conferencing and Collaboration
Analytics and Big Data
Overlooked information is lost potential. NEC’s field-tested analysts and best-in-class Analytics technologies can steer any governmental organization in the right direction and keeping it on the right track by delivering actionable insights with the most value which are best suited to their goals, decision-making ambitions and processes.

- Managed Analytics
- Predictive Analytics
- Financial Performance Management
- Data Warehousing
- Big Data Solutions & Analytics for IoT

Innovations for Government
NEC strives to be at the cutting edge of new technologies and consumer trends. SDN, Cloud, Mobility and Biometrics are the current technologies that the Public/Government Sectors are investigating and moving towards. With this in mind, NEC is unveiling the next level of government solutions with Smart Cities and The Internet of Things (IoT).

Smart Cities
NEC’s Smart City solutions support cities as they continuously evolve. As challenges arise during each stage of development, NEC helps cities quickly respond. Smart City solutions are flexible infrastructure solutions designed to keep developers and residents ahead of the curve by evolving in response to their ever-changing needs. They are designed to enable high-quality urban living over many generations while contributing to a comfortable, eco-friendly environment.

Internet of Things (IoT)
NEC understands the real value of sensor gathered information – that is its effectiveness is in applied analysis of the big data the sensors provide. NEC combines the integration of data analytics with unified communications and internet connectivity to enable the facilitation of a timely, actionable response to these results. By utilizing the Internet of Things, the sensors can measure anything from air quality to graffiti detection. When paired with video analytics, NEC helps cities achieve their goals of being smart without comprising safety.

- Video Analytics
- Flexible sensing platforms
- Pipeline Management
- Multimodal Transport and Pedestrian Counting
- HOV Passenger Detection
7. **Pricing**

- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor’s List Price
  - Percent Discount to NCPA participating entities

- Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- **Not To Exceed Pricing**
  - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

**NEC Response:** As required, pricing has been submitted on the electronic media provided with this response.
8. Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

**NEC Response:** NEC’s value-add takes form through our Smart Enterprise approach to helping customers tackle business challenges.

At NEC – Our commitment to Orchestrating a Brighter World can be seen in our Smart Enterprise solutions that improve the way people live, work and communicate. These solutions have a special focus on safety, security and operational efficiency leveraging decades of award winning technology innovation. It’s this technical innovation that allows us to enable people to live brighter lives.

It is over 117 years of technological innovation in Unified Communications, Biometrics, Analytics, SDN, Hardware, Storage and Services, that all come together to form the Smart Enterprise Platform. The platform by which NEC builds solutions that solve for some of today’s most complex business challenges. These solutions have a special focus on safety, security and operational efficiency.

Today’s Smart Enterprises leverage technologies to optimize their business, drive workforce engagement and create a competitive edge. To convey the business benefits of integrated solutions, NEC has identified 4 areas of customer value for the Smart Enterprise: Business Agility, Cloud Delivery, Collaborative Communities and Assured Services.

**Business Agility:** Smart businesses need ways to be more agile, providing faster, better responses to customers by empowering their workforce with versatile applications and mobile devices that enable them to connect and function anywhere, anytime.

**Cloud Delivery:** Smart businesses also need ways to enhance responsiveness through flexible on-premise, cloud, or hybrid deployment models that enable business growth and promote efficiencies.

**Collaborative Communities:** Smart businesses need ways to stimulate productive interaction through powerful tools that provide a rich user experience for engagement and collaboration across teams and the customers they serve.

**Assured Services:** Finally, Smart businesses need ways to ensure continuity and services through highly available, secure, and scalable infrastructure designed for business continuity. From fault tolerant servers to SDN and data storage, the smart enterprise is dependent on a reliable set of infrastructure solutions.
Value Add Program: RESOLVE Plus

The RESOLVE Plus Program provides customers with direct access to NTAC for engineering support for NEC platforms. The program also provides support for software applications through NEC’s Software Assurance Program.

Remote Engineering Support of Large Volume End-Users to Compliment the Services You Receive from Your NEC Authorized Representative

NEC’s RESOLVE Plus is a subscription program designed to complement the support you receive from your NEC authorized representative. This program provides you with direct access to NEC’s National Technical Assistance Center (NTAC) for engineering support plus complete software support coverage for your NEC platform software and applications through NEC’s Software Assurance.

RESOLVE Plus Includes:

- Access to various NEC premise-based engineering activities to ensure the proper functioning of your equipment. These activities may include:
  - Technical consultation
  - Remote MAT operation for diagnostic or testing purposes
  - Lab simulation and testing of custom requested programming or database design configurations
  - Software modifications
- Telephone support calls to NEC Field Services during normal business hour to assist you with routine information or emergency situations.
- After hour support to NEC Field Services 24x7 to assist you with emergency situations.
- An initial set of CD-ROM–based documentation for new systems plus access to the IRMS Knowledgebase.
- Access to NTAC’s online web-based call record service that enables you to find information on all service calls on your systems for any time period during your subscription.
- Complete software support coverage and upgrades on current systems with SWA
- Free online technical training and certifications
- Priority service from a dedicated NEC representative - Ensures that any issues you may have will be resolved expeditiously to your satisfaction.
- Annual Conference – Offers valuable information and discussions on topics ranging from technical overviews to future product development and enhancements. A selected person from your organization can attend free of charge.
9. Required Documents

NEC agrees to negotiate in good faith the final terms and conditions of the NCPA Administration Agreement, should NEC be selected as the preferred vendor for this engagement. It is requested that the Master Purchase Agreement provided with this response be incorporated into any resulting agreement(s). The terms and conditions in this section for products and services purchased under the final Administration Agreement are subject to negotiation on a case by case basis.
Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: NEC Corporation of America
Print Name: Taichiro Hashizawa
Address: 3929 West John W Carpenter Freeway
City, State, Zip: Irving, TX 75063
Authorized Signature: [Signature]
Date: July 18, 2016
Contractor Requirements

Contractor Certification
Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date

July 18, 2016
Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name: NEC Corporation of America
Address: 3929 West John W Carpenter Freeway
City/State/Zip: Irving, TX 75063
Telephone No.: 214-262-6000
Fax No.: 214-262-5154
Email address: Lainey.Gordon@necam.com
Printed name: Taichiro Hashizawa
Position with company: Executive Vice President
Authorized signature: [Signature]
ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“Recovery Act”), the following terms and conditions apply. As used in this Section, “Contractor/Grantee” means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve
transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

**JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

**PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;

b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;

c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
   i. the name of the project or activity;
   ii. a description of the project or activity;
   iii. an evaluation of the completion status of the project or activity; and
   iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

d. For any subcontracts or subgrants equal to or greater than $25,000:
   i. The name of the entity receiving the subaward;
   ii. The amount of the subaward;
   iii. The transaction type;
   iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
   v. Program source;
   vi. An award title descriptive of the purpose of each funding action;
   vii. The location of the entity receiving the subaward;
   viii. The primary location of the subaward, including the city, state, congressional district and country; and
   ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
   x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) $25M or more in annual gross revenue from Federal awards.

e. For any subcontracts or subgrants of less than $25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.

f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section
SEGREATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be commingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code.

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.
If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:

   a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act”, 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective
employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.


d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:


Other States:  Cities, Towns, Villages, and Boroughs

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No.  Counties and Parishes

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**No.**

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3. Banks School District
4. Beaverton School District
5. Bend / La Pine School District
6. Bend-La Pine School District
7. Brooking Harbor School District No.17-C
8. Canby School District
9. Canyonville Christian Academy
10. Cascade School District
11. Cascades Academy of Central Oregon
12. Centennial School District
13. Central Catholic High School
14. Central Point School District No. 6
15. Central School District 13J
16. Clackamas Education Service District
17. Coos Bay School District
18. Coos Bay School District No.9
19. Coquille School District 8
20. County of Yamhill School District 29
21. Creswell School District
22. Crossroads Christian School
23. Culver School District No.15
24. Dallas School District No. 2
25. David Douglas School District
26. Dayton School District No.8
27. De La Salle N Catholic HS
28. Deschutes County SD No.6 - Sisters SD
29. Douglas County School District 116
30. Douglas Education Service District
31. Dufur School District No.29
32. Gildale School District
33. Gladstone School District
34. Dayton School District No.8
35. Estacada School District No.108
36. Forest Grove School District
37. Gaston School District 511J
38. Gen Conf of SDA Church Western Or
39. Gladstone School District
40. Gildale School District
41. Glendale School District
42. Grants Pass School District 7
43. Greater Albany Public School District
44. Gresham-Barlow School District
45. Harney County School Dist. No.3
46. Harney Education Service District
47. Head Start of Lane County
48. Heritage Christian School
49. High Desert Education Service District
50. Hood River County School District
51. Jackson Co School Dist No.9
52. Jefferson County School District 509-J
53. Jefferson School District
54. Klamath Falls City Schools
55. La Grande School District
56. Lake Oswego School District 7J
57. Lane County School District 4J
58. Lane County School District 69
59. Lebanon Community Schools No.9
60. Lincoln County School District
61. Linn Co. School Dist. 95C - Scio SD
62. Lost River Jr/Sr High School
63. Lowell School District No.71
64. Marion County School District 103 - Washington Es
65. McMinnville School District No.40
66. Medford School District 549C
67. Mitch Charter School
68. Molalla River Academy
69. Molalla River School District No.35
70. Monroe School District No.1J
71. Morrow County School District
72. Mt. Angel School District No.91
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74. Multisensory Learning Academy
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<td>MID-COLUMBIA CENTER FOR LIVING</td>
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<td>NORTH BEND CITY- COOS/JURRY HOUSING AUTHORITY</td>
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<td>NORTHWEST FOOD PROCESSORS ASSOCIATION</td>
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<td>NORTHWEST LINE JOINT APPRENTICESHIP &amp; TRAINING COMMITTEE</td>
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<td>NORTHWEST REGIONAL EDUCATIONAL LABORATORY</td>
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<td>NORTHWEST YOUTH CORPS</td>
</tr>
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<td>133</td>
<td>OHSU FOUNDATION</td>
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<td>135</td>
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<td>OPEN MEADOW ALTERNATIVE SCHOOLS, INC.</td>
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<td>OREGON CITY CHURCH OF THE NAZARENE</td>
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<td>OREGON COAST COMMUNITY ACTION</td>
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<td>OREGON DEATH WITH DIGNITY</td>
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<td>OREGON DONOR PROGRAM</td>
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<td>OREGON EDUCATION ASSOCIATION</td>
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<td>OREGON MUSEUM OF SCIENCE AND INDUSTRY</td>
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<td>OREGON PROGRESS FORUM</td>
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<td>OREGON REPERTORY SINGERS</td>
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<td>OREGON STATE UNIVERSITY ALUMNI ASSOCIATION</td>
</tr>
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<td>148</td>
<td>OREGON SUPPORTED LIVING PROGRAM</td>
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<td>OSLC COMMUNITY PROGRAM</td>
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<td>PACIFIC CASCADE FEDERAL CREDIT UNION</td>
</tr>
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<td>153</td>
<td>PACIFIC FISHERY MANAGEMENT COUNCIL</td>
</tr>
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<td>154</td>
<td>PACIFIC INSTITUTES FOR RESEARCH</td>
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<td>PACIFIC STATES MARINE FISHERIES COMMISSION</td>
</tr>
<tr>
<td>156</td>
<td>PARALYZED VETERANS OF AMERICA</td>
</tr>
<tr>
<td>157</td>
<td>PARTNERSHIPS IN COMMUNITY LIVING, INC.</td>
</tr>
<tr>
<td>158</td>
<td>PENDLETON ACADEMIES</td>
</tr>
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<td>159</td>
<td>PENTAGON FEDERAL CREDIT UNION</td>
</tr>
<tr>
<td>160</td>
<td>PLANNED PARENTHOOD OF SOUTHWESTERN OREGON</td>
</tr>
<tr>
<td>161</td>
<td>PORT CITY DEVELOPMENT CENTER</td>
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<td>162</td>
<td>PORTLAND ART MUSEUM</td>
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<td>PORTLAND BUSINESS ALLIANCE</td>
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<td>164</td>
<td>PORTLAND HABILITATION CENTER, INC.</td>
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<td>165</td>
<td>PORTLAND SCHOOLS FOUNDATION</td>
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<td>166</td>
<td>PORTLAND WOMENS CRISIS LINE</td>
</tr>
<tr>
<td>167</td>
<td>PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND</td>
</tr>
<tr>
<td>168</td>
<td>PRINGLE CREEK SUSTAINABLE LIVING CENTER</td>
</tr>
<tr>
<td>169</td>
<td>PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.</td>
</tr>
<tr>
<td>170</td>
<td>QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.</td>
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<td>171</td>
<td>REBUILDING TOGETHER - PORTLAND INC.</td>
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<td>172</td>
<td>REGIONAL ARTS AND CULTURE COUNCIL</td>
</tr>
<tr>
<td>173</td>
<td>RELEVANT LIFE CHURCH</td>
</tr>
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<td>174</td>
<td>RENEWABLE NORTHWEST PROJECT</td>
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<td>ROGUE FEDERAL CREDIT UNION</td>
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<td>ROSE VILLA, INC.</td>
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<td>SACRED HEART CATHOLIC DAUGHTERS</td>
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<td>SAIF CORPORATION</td>
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<td>SAINT ANDREW NATIVITY SCHOOL</td>
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<td>SEXUAL ASSAULT RESOURCE CENTER</td>
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<td>SHERIDAN JAPANESE SCHOOL FOUNDATION</td>
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<td>SHERMAN DEVELOPMENT LEAGUE, INC.</td>
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<td>SOUTHERN OREGON HUMANE SOCIETY</td>
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<td>THE EARLY EDUCATION PROGRAM, INC.</td>
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<td>THE OREGON COMMUNITY FOUNDATION</td>
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<td>TRAINING EMPLOYMENT CONSORTIUM</td>
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<td>TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE</td>
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10. Attachments

- SAMPLE MASTER PURCHASE AGREEMENT
- ORGANIZATIONAL CHART
MASTER PURCHASE
AGREEMENT
(“MPA”)

This Master Purchase Agreement is entered into as of the last date signed by a party below (the “Effective Date”) between NEC Corporation of America, a Nevada corporation, having its primary place of business at 6535 N. State Highway 161, Irving, TX 75039-2402 (“NEC”) and

____________________________________ having its primary place of business at
___________________________________ (“Customer”) (collectively, the “Parties” or individually a “Party”) and is as follows:

1. DEFINITIONS:

1.1 “Acceptance” means the date upon which Customer issues a formal Notice of Acceptance that installed Products are operating in conformity with the applicable Specifications or Services have been satisfactorily completed. Product Acceptance will be deemed to have occurred fifteen (15) days after completion of all Acceptance Tests unless a written notice of deficiency is provided by Customer to NEC within ten (10) days of the Acceptance Test. Acceptance of delivered-only Products will be deemed to occur ten (10) days after Delivery unless a written notice of defect is provided NEC. Placement of the Deliverables into beneficial use at any time will be deemed Acceptance.

1.2 “Acceptance Tests” those mutually agreed tests performed by NEC together with Customer to ensure that the Deliverables materially conform to the Specifications prior to Acceptance.

1.3 “Appendix” means any document attached and incorporated into this MPA outlining supplemental terms and conditions specific to the provision of Products and/or Service(s) and which are accompanied by Exhibits containing the price quotes and Services Statements of Work.

1.4 “Deliverables” means the (i) Documentation (ii) Products and (iii) Services provided by NEC pursuant to this MPA as more fully described in the applicable Appendices.

1.5 “Delivery” means the date upon which ordered Products are delivered to NEC’s point of shipment for transport to the Customer. Shipment is EX WORKS (Incoterms 2010) unless otherwise agreed by the Parties in writing in an Appendix, Proposal or contract amendment.

1.6 “Documentation” means any operating manuals, technical manuals, programming manuals, modification manuals, flow charts, drawings and software listings that are designed to assist or supplement the understanding, application or operation of the Deliverables.

1.7 “Exhibit” means a Deliverables description and price for Products and/or Services offered to Customer in an Appendix hereto; or, during the Term, as a subsequent price quotation for additional Purchases.

1.8 “MPA” collectively means this Master Purchase Agreement and all Appendices, Exhibits/SOW’s attached hereto or as may be subsequently added by amendment or written acceptance of a Proposal or quote for additional Purchases.

1.9 “NEC Affiliate” means a corporation or other entity controlling, controlled by or under common control with NEC either now or in the future. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities of such entity, by contract or otherwise.

1.10 “Products” means both hardware Products sold and Software Products licensed to Customer by NEC.

1.11 “Proposal” means a written NEC quotation for the sale of Deliverables subject to this MPA.

1.12 “Project” means a transaction-specific order for Deliverables as a standalone sale of Products and/or Services and is not intended to include ongoing Services.

1.13 “Purchases” During the Term, Customer may make additional Purchases under this MPA by the issuance of a Purchase Order referencing this MPA or by written acceptance of an NEC Proposal or SOW Exhibit for Deliverables.

1.14 “Purchase Order” means a Customer-issued document used for ordering Products and/or Services under this MPA. 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.

1.15 “Services” means the installation, integration, consulting, maintenance, professional or other related Services performed for Customer by NEC hereunder as described in the applicable Appendix or Proposal.

1.16 “Software” means the machine-readable object code software programs licensed to Customer by NEC or its suppliers.

1.14 “Specifications” means the mutually agreed functional performance parameters for the Deliverables as set forth in the applicable Appendix and related Exhibit(s) or as described in NEC’s Documentation.

1.15 “Statement of Work” or “SOW” means a tasking document incorporated with the Services Appendix that specifies the Services to be performed by NEC for Customer with respect to this MPA; or, any amendment hereto adding an Exhibit. More specifically, a Statement of Work is intended to clearly define the basic requirements and objectives of a project, and set the scope and boundaries of such project, including but not limited to, what work will be done, what work is excluded, when it will be performed and the roles and responsibilities of the Parties.

2 GENERAL This MPA establishes the general terms and conditions under which NEC shall sell and/or license Products to, and/or perform Services for, Customer.

3. TERM The Term of this MPA shall commence on the Effective Date and shall continue for a period of three (3) years unless otherwise terminated as outlined herein. Unless one Party notifies the other of its intent to terminate this MPA not more than sixty (60) and not less than thirty (30) days prior to the expiration of the then-current Term, the Term shall be automatically extended for an additional three year term. If the Term of any Appendix and related Exhibit exceeds the Term of the MPA, then the MPA shall be deemed to be co-terminous with the then-existing Appendix. No new Appendices or Proposals or Purchase Orders may be issued or accepted under the otherwise expired MPA.

4. PAYMENT Unless otherwise expressly agreed to by the Parties in writing, all payments are due within thirty (30) days from the date of an invoice. All invoices will be sent to Customer via email (“E-Invoicing”) using the email address(es) of the contact(s) provided to NEC by Customer, unless Customer expressly elects to opt out of E-Invoicing. If Customer changes its contact(s) for the receipt of E-Invoicing, Customer will promptly notify NEC of such change. If Customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge Customer interest equal to the lesser of 1.5% per month [eighteen percent (18%) per annum] or the maximum rate allowed by law on such undisputed portion. NEC’s provision of Products and/or Services is subject credit approval for each transaction. Customer understands that any information obtained by NEC from any third party credit bureau for the purpose of verifying Customer’s credit worthiness will be held in confidence and will remain the property of NEC, whether or not credit is extended.

5. LIMITATION OF LIABILITY IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES EXCEEDING THE FEES PAID OR OWED TO THE OTHER PARTY UNDER THE TRANSACTION GIVING RISE TO THE CLAIM; AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), ARISING OUT OF THIS MPA, (INCLUDING ANY DAMAGES ARISING UNDER ANY CLAIM OR NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY), EVEN IF THE PARTY INCURRING SUCH DAMAGES HAS ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO EITHER PARTY’S INDEMNITY OBLIGATIONS (SECTIONS 7 & 11) OR
6. LIMITED WARRANTY –

6.1 PRODUCTS NEC represents and warrants that all Products manufactured by NEC, or an NEC Affiliate, will be free from defects in material and workmanship and will operate substantially in accordance with manufacturers’ specifications for the period stated in the applicable Appendix. Software Products are not warranted to operate uninterrupted or error-free. For Products not manufactured by NEC or an NEC Affiliate, NEC will pass the manufacturer’s warranty through to Customer to the extent NEC is lawfully permitted to do so. Third party pass through warranties will be provided upon request.

6.2 The sole and exclusive remedy for a Product warranty claim during the warranty term is the repair or replacement of the affected Products at NEC’s option. If the Products cannot be repaired or replaced, then NEC shall refund to Customer the depreciated value of the Products as shown on Customers books and records utilizing industry standard accounting practices. Additional warranty terms may be included in a Products-specific Appendix to this MPA. Warranty may be voided by Customers failure to operate or maintain the Products in accordance with Products Documentation or by modification or misuse.

6.3 SERVICES NEC represents and warrants that all Services provided to Customer pursuant to any Appendix or SOW shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the Specifications and requirements set forth in Appendix 2 and applicable Exhibit, and for the period stated or incorporated therein.

6.4 The sole and exclusive remedy for a Services warranty claim asserted within 30 days of completion of the Services, or as otherwise provided in an Appendix/Exhibit, is the re-performance and correction of the Services.

6.5 If any warranty claim defect is determined by NEC to be due to Customers actions or omissions, then the cost of the warranty claim investigation or corrective work is chargeable to Customer at then-standard labor rates. Additional warranty terms may be included in a Deliverable-specific Appendix.

6.6 EXCEPT AS SPECIFICALLY PROVIDED IN THIS MPA AND THE APPLICABLE APPENDIX, NEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS AND/OR SERVICES COVERED HEREUNDER, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ANY USE OR RESULTS OF USE OF PRODUCTS, AND ALL WARRANTIES RELATED TO THIRD PARTY PRODUCTS, MATERIAL, SERVICES OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED.

7. INDEMNIFICATION

7.1 Except as excluded in 7.3, NEC will defend and indemnify Customer against any third party claims or suits (“Actions”) against Customer as provided hereafter:

7.1.1 Any third party allegations of personal injury (including death) or damage to tangible property arising from NEC’s performance of this MPA (“Personal Damage Claims”); or,

7.1.2 Any third party claim of infringement of a United States patent or copyright due to Customer’s use of the Products and/or Services (“Infringement Claims”).

7.2 The foregoing indemnity obligations are conditioned upon: (a) Customer notifying NEC promptly in writing of the Action, (b) Customer gives NEC (or the Products manufacturer or Service provider, as applicable) the sole right to defend and settle any suit, (c) Customer fully cooperates in the defense when and as requested by NEC; and, (d) no acknowledgment of claim validity. Should Customer's continued use of Products and/or Services be enjoined as a result of an Infringement claim, NEC may at its option and expense, either: (i) procure for Customer the
right to continue using the affected Products and/or Service(s), or (ii) replace or modify the same so that infringement is eliminated. If neither of those options are feasible, NEC will (iii) refund the depreciated value of the infringing Product based upon a 12 month straightline depreciation schedule.

7.3 The foregoing indemnity shall not apply to any claims or suits concerning: (a) the negligence or willful misconduct of Customer; (b) items manufactured by NEC at Customer's request and according to Customer's specifications, (c) use of Products and/or Services in a manner or for a purpose not contemplated by this MPA, (d) equipment or software used by Customer in conjunction with the Products, but which was not supplied by NEC, (e) commercial merchandise available on the open market or its equivalent. Except for third party Personal Damage Claims of NEC's gross negligence or willful misconduct, the indemnity shall not exceed the amounts NEC is actually paid by Customer under the business transaction giving rise to the claim.

8. TITLE & RISK OF LOSS Title to delivered hardware Products shall pass upon Delivery. Title to Software Products shall remain at all times in NEC or NEC’s licensors. Risk of loss shall pass in accordance with EX WORKS shipment terms (Incoterms 2010) unless otherwise noted in an Appendix or Exhibit for the relevant Deliverable.

9. TERMINATION FOR DEFAULT In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this MPA, that is susceptible to cure, the non-defaulting Party may terminate this MPA provided that the defaulting Party had been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

10. ASSIGNMENT NEC may assign this MPA to any NEC Affiliate upon prior written notice to Customer, otherwise, this MPA may not be assigned by either Party without the express written consent of the other Party. No transfer or assignment of this MPA, or of any interest hereunder, shall release either Party from its obligations hereunder incurred prior to transfer. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. IMPORT EXPORT CONTROLS Customer hereby acknowledges that the Products supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer Products without first obtaining all required U.S. Government authorizations or licenses. NEC and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. Additional governmental terms and conditions are contained in Schedule A, Government Terms.

CUSTOMER ALSO AGREES TO INDEMNIFY AND HOLD NEC HARMLESS FROM ANY COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO CUSTOMER’S NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

12. FORCE MAJEURE Except for the obligation to pay monies due and owing, neither Party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the Party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions or other Acts of God.

13. ALTERNATIVE DISPUTE RESOLUTION

13.1 Any dispute, claim or controversy arising out of or relating to this MPA or the breach, termination, enforcement, interpretation or validity thereof, shall first be escalated to Senior Management of each company for resolution. If a resolution is not achieved within a reasonable time, a party may request Arbitration under JAMS rules before three arbitrators. The location of the arbitration shall be selected by the Party
responding to the Demand for Arbitration. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing Party. Nothing herein shall preclude the parties from agreeing to mediation prior to binding Arbitration.

14. GOVERNING LAW
This MPA will be governed and construed for all purposes in accordance with the laws of the State of New York without giving effect to conflict of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to personal and exclusive jurisdiction of Texas Federal and State Courts, as applicable, in the County of Dallas.

15. CONFIDENTIALITY
15.1 “Confidential Information” as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing Party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the Party receiving the information. If the disclosing Party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other Party within ten (10) days of such disclosure.

15.2 Notwithstanding the foregoing definition, the term Confidential Information does not include information which: (i) has been published by the disclosing Party or is otherwise in the public domain through no fault of the receiving Party; (ii) is properly within the legitimate possession of the receiving Party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving Party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving Party; (iv) is independently developed by the receiving Party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing Party, in writing, prior to its disclosure.

15.3 Each Party understands and agrees that in the performance of Services under this MPA, or in contemplation thereof, that a Party may have access to Confidential Information of the other Party. The receiving Party agrees that all Confidential Information disclosed by the other Party shall be held in confidence and used only in performance of Services under this MPA. The receiving Party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

15.4 Confidential Information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law; provided, however, that the receiving Party first gives notice to the disclosing Party and has, as appropriate: (i) fully cooperated in the disclosing Party’s attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

16. INTELLECTUAL PROPERTY
16.1 Customer acknowledges and agrees that the Products and/or Services may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, “Intellectual Property Rights”) owned or controlled by NEC or the Products manufacturer, and that NEC or the manufacturer, respectively shall continue to be the sole owner of all Intellectual Property Rights in the Products.

16.2 Unless otherwise noted in a Software click-wrap license, NEC End User License
Agreement ("EULA") or Appendix/Exhibit, upon payment of the applicable license fee, Customer is granted a personal, non-transferrable, non-exclusive, fully-paid up right and license to use the delivered Software in the United States solely in conjunction with the delivered hardware for its internal business purposes and not for resale.

16.3 Customer acknowledges and agrees they shall not transfer possession of the licensed Products to third parties unless NEC consents and the third party acquires the related hardware, pays a license transfer fee to NEC and executes an NEC EULA. Customer agrees that it will not copy (except for one archival copy), reverse compile, disassemble, alter, add to, delete from or otherwise modify the licensed Product unless such modification was an intended feature of the licensed Product.

16.4 NEC’s licensors are intended third party beneficiaries of this section even though they are not a signatory to this MPA.

17. RELATIONSHIP OF THE PARTIES
NEC undertakes performing its obligations pursuant to this MPA as an independent contractor. Nothing contained herein or done pursuant to this MPA shall make either Party or its agents or employees the legal representative, agent or employee of any other Party for any purpose whatsoever.

18. RESTRICTIVE COVENANTS
18.1 Customer hereby certifies that the Products sold or licensed hereunder are sold or licensed to Customer as a final purchaser or licensee who is acquiring such Products for its own internal use and not for resale, remarketing or distribution.

18.2 Each Party agrees that it shall not actively solicit or hire any employees or contractors of the other Party who have directly been involved in the performance of Services under this MPA without the prior written consent of such Party. Each Party's obligations under this Section shall continue for a period of one (1) year after completion of the applicable Services without regard to conflict of law principles. For violation of this provision, each Party agrees to pay, as liquidated damages to the non-breaching Party, an amount equal to 100% of the affected employees' base salary for the twelve (12) month period immediately preceding the breach.

19. SECTION HEADINGS The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this MPA.

20. SEVERABILITY If any provision of this MPA is for any reason held to be unenforceable, all other provisions of this MPA will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

21. SURVIVAL OF OBLIGATIONS The respective obligations of Customer and NEC under this MPA which by their nature would continue beyond the termination, cancellation or expiration of the MPA, shall survive termination, cancellation or expiration.

22. WAIVER OF TERMS AND CONDITIONS Failure of either Party to enforce any of the terms or conditions of this MPA shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

23. NOTICES Notices required under this MPA shall be sufficient if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties as specified below. All notices or communication shall be deemed given when received by the intended recipient.

If to Customer

If to NEC
NEC Corporation of America
Attn: Legal, Contracts Management
6535 N. State Highway 161
Irving, TX 75039

24. ORDER OF PRECEDENCE. The Appendices and Exhibits hereto are intended to provide supplemental terms to
this MPA. In the event of conflict between the terms of the MPA and any Appendix or a mutually agreed SOW/Proposal, the terms of this MPA shall control unless specifically modified in the Appendix or SOW/Proposal.

25. COMPLETE AGREEMENT This MPA including all Appendices and Exhibits is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the Parties with regard to the subject matter contained herein. There are no conditions, understandings, contractual agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. The rights and remedies explicitly contained in this Agreement are exclusive, not cumulative and the parties accept these remedies in lieu of all other rights and remedies available at law or otherwise, in contract (including warranty) or in tort (including negligence), for any and all claims of any nature arising under this Agreement or any performance or breach arising out of this Agreement. THIS MPA MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

26. ELECTRONIC SIGNATURES The parties hereby agree and consent to the signing of this MPA, any Appendices or Exhibits, or contract amendments may be accomplished by electronic signature and shall have the same validity and effect as an original handwritten signature.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this MPA to be executed.

Standard Appendices (check if included):
☐ Product Appendix 1
☐ Services Appendix 2
☐ Other Exhibits

The foregoing Appendices are included as of the Effective Date of this MPA. Other Products or Services may be added by additional Appendices/Exhibits as part of an offer to Customer accepted by a Purchase Order, an NEC Proposal accepted in writing, or a contract amendment executed by the Parties.

NEC CORPORATION OF AMERICA

By: Name:

Date:

Schedules A – D on following pages
MPA SCHEDULE A
GOVERNMENT TERMS

Customer understands and agrees that certain governmental and regulatory requirements and proscriptions may apply to the parties use, or tendering, of Deliverables as noted hereafter.

A. Import/Export:

In executing the MPA the Customer certifies none of the Products supplied to Customer hereunder will be exported, re-exported, or otherwise transferred by Customer:

- To a U.S. embargoed or highly restricted destination, (15 United States Code of Federal Regulations (“CFR”) Part 746)

- For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D1 under 15 CFR, Supplement No. 1 to Part 740, (15 CFR Part 740)

- To, or made available by Customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles, (15 CFR Part 744)

- To parties on any of the following U.S. Government’s lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Denied parties List:
http://www.bis.doc.gov/dpl/thedenialli st.asp

Unverified List:
http://www.bis.doc.gov/enforcement/un verifiedlist/unverified_parties.html

Customer’s obligation under this clause shall survive the expiration or termination of this MPA. Customer agrees to maintain a record of exports, re-exports, and transfers of the Products for five years and to forward within that time period any required records to NEC or, at NEC’s request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with this MPA.

B. Health Insurance Portability and Accountability Act:

NEC Services rendered under this MPA do not involve the business of creating, maintaining, receiving, storing or transmitting Protected Health Information (“PHI”) as described in 45 CFR Sec 160.308 of the Health Insurance Portability and Accountability Act (“HIPAA”). The services offered by NECAM do not require access on a routine basis to PHI, and any exposure to electronic PHI (“EPI”) (collectively referred to hereafter as “PHI”) is purely on a random or occasional basis incidental to ensuring that the electronic transmission conduit of the Covered Entities’ network is operating properly and is properly maintained. As a result, NECAM is not a Business Associate under HIPAA, but nonetheless, will abide by, and is compliant with, reasonable safety and security measures designed to protect any PHI that may come into its possession.
B.1 Definitions:

B.1.1 “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B.1.2 “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

B.1.3 “Covered Entity” means any health care provider that transmits health information covered by the HIPAA Transaction Rule whether directly or through a business associate.

B.2. NEC Safeguards & Requirements

Except as excluded hereafter, as of the Effective Date of the MPA NEC is compliant with certain HIPAA statutory provisions although NEC is not a Business Associate:

Administrative Safeguards of 164.308;
Physical Safeguards of 164.310;
Technical Safeguards of 164.312;
Organizational Requirements of 164.316

The following statutory provisions are not applicable due to the fact that PHI is not retained, transmitted, used or stored by NEC in its network management or maintenance operations:

Administrative Safeguards:
164.308(a)(3)(i) Workforce security policies re: PHI
164.308(a)(4)(i) Information access management of PHI

Technical Safeguards:
164.312(a)(2)(ii) Encryption & decryption of PHI
164.312(b) Audit controls to examine activity in system containing PHI
164.312(c)(1) Integrity policy for PHI
164.312(c)(2) Mechanism to authenticate PHI
164.312(d) Person or entity authentication
164.312(e)(1) Transmission Security
164.312(e)(2)(i) Integrity controls preventing improper modification
164.312(e)(ii)(2) Encryption of PHI

Organizational Requirements:
164.314(a)(1) Business Associate contract-cure or termination for breach
164.314(a)(2)(i) Business Associate contract obligating safeguards & reporting
164.314(a)(2)(ii) Other arrangements-governmental entities
The foregoing compliance measures are reasonable and acceptable under HIPAA given the nature and extent of the Services being delivered by NEC and its subcontractors.

B.3 Agents and Subcontractors of NECAM
NECAM shall ensure that any agent, including a subcontractor shall comply with the same restrictions and conditions that apply through this MPA to NEC with respect to the random exposure to PHI. NEC shall ensure that any agent who may incidentally obtain PHI, including a subcontractor, agrees to implement the same degree of care and safeguards to protect such information as is provided in this agreement.

B.4. Records Available to Covered Entity and Secretary
NEC shall make available records, to the extent that such records exist, related to the use, disclosure, security and privacy protection of PHI that may have been randomly exposed during the course of performing services for a Covered Entity. Given the random nature of such exposure and the destruction obligation the Covered Entity acknowledges that reports of individual events may not be retained, however, NEC shall make reasonable efforts to make available to the Covered Entity or the Secretary of the United State Department of Health and Human Services any information about the incident and its confidentiality policies solely for purposes of investigating or auditing the Covered Entities' compliance with the HIPAA privacy and security regulations.

B.5. Retention and Destruction:
This provision also shall apply to PHI in possession of subcontractors or agents of NEC. NEC and its agents or subcontractors shall retain no copies of the PHI it may have incidentally acquired and will destroy such records immediately or upon completion of services for which the PHI was disclosed. However, NEC, its agents or subcontractors shall maintain the confidentiality of all Customer information as provided in Section 14 of the MPA and shall continue to maintain the information related to such exposure and destruction for a period of six years after termination of the MPA.
SCHEDULE B
PROJECT COMPLETION CHECKLIST

When NEC has achieved Project Completion, NEC will submit this checklist to Customer. Within 15 days of receipt, Customer will either (a) sign and return this checklist to NEC as confirmation that the Project is complete, or (b) provide NEC with written notice (“Punchlist”) specifically detailing how the Project fails to materially conform to the specifications of this SOW. If Customer fails to provide a Punchlist or sign and return this checklist to NEC within 15 days of receipt, the Project will be complete and NEC will be entitled to invoice Customer in accordance with Volume II Financial Pricing.

NEC will promptly correct any Punchlist items properly identified by Customer in accordance with the requirements of the SOW and upon completion, resubmit this checklist to Customer. Upon NEC’s correction of all bona fide Punchlist items, Customer will promptly sign this checklist and return it to NEC. If Customer fails to sign and return this checklist to NEC within five (5) days of NEC’s correction of Punchlist items, the Project will be complete and NEC will be entitled to invoice Customer in accordance with Volume II Financial Pricing.

**IMPLEMENTATION**

**TASKS/DELIVERABLES**

<table>
<thead>
<tr>
<th>COMPLETED?</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. <Input bullets to correspond with tasks and Deliverables outlined in the SOW>
2. <Additional bullets may be required>
3. Include as many bullets as are appropriate to outline the full scope of the Project.

This is to confirm that as of _________________ NEC has completed Services and provided the Deliverables under the _________________ SOW effective _______________.

Submitted by: Acknowledged and Agreed:

**NEC Corporation of America**

By: By:

Name: Name:

Title: Title:

Date: Date:
SCHEDULE C
CHANGE REQUEST

In accordance with Section 8 of the SOW (Change Management Procedures), NEC Corporation of America, Inc. (“NEC”) and _____________________________________ (“Customer”), certify, by the signature of an authorized representative, that this Change Management Request will amend and be fully incorporated into the existing Statement of Work (SOW) for _______________________________________________________.

1. Change Request Number:

2. Reason for Change Request:

3. Changes to Appendix:

4. Schedule Impact:

5. Cost Impact:

<table>
<thead>
<tr>
<th>SOW/Change Request</th>
<th>Equipment</th>
<th>Services</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Previous Project Price</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>b. Change Order Price</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>c. New Value of SOW:</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

Unless otherwise expressly agreed to by the parties in writing, all Change Orders will be invoiced or credited upon Project Completion. Sales taxes, if applicable, are not included in the Change Order Price but will be invoiced separately unless Customer has provided NEC with a valid sales tax exemption certificate prior to the date of invoice.

6. Purchase Order Issuance (check here, if applicable): Customer will issue a written PO to NEC, or will issue an amendment to the original PO issued under this SOW, for the total Change Order Price.

Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

Upon execution by authorized representatives of the parties, this Change Request becomes a binding change order (“Change Order”).
SCHEDULE D
Acceptable Use Policy (AUP)

The Acceptable Use Policy for the SERVICES (the “Policy” or “AUP”) is designed to protect NEC and its subcontractors, their customers, and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by NEC. NEC reserves the right to modify the Policy at any time.

Prohibited uses include:

- Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, and trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. NEC services may not be used to solicit Subscribers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
- Unauthorized use, or forging, of mail header information (e.g. "spoofing").
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
- Obtaining or attempting to obtain service by any means or component with intent to avoid payment.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any NEC Subscribers or end-users by any means or component.
- Knowingly engage in any activities that will cause a denial-of-service (e.g., mail bombs) to any NEC Subscribers or end-users whether on the network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the Acceptable Use Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using NEC's or its subcontractors services to interfere with the use of the network by other Subscribers or authorized users.

Subscriber is responsible for the activities of its Subscriber base/representatives or end-users and, by accepting SERVICES from NEC or its subcontractors, is agreeing to ensure that its representatives or end-users abide by this Policy. Complaints about Subscribers/representatives or end-users of Subscriber will be forwarded to the NEC Subscriber's postmaster for action. If violations of the AUP occur, NEC reserves the right to terminate SERVICES with or take action to stop the offending Subscriber from violating the AUP as NEC deems appropriate, without notice. The then-current version of this AUP may be obtained, upon request, from NEC.

Report policy violations to: abuse@NECAM.com.