



THIRD AMENDMENT TO MAINTENANCE AGREEMENT

This **Third Amendment** is made to the Agreement – San Bernardino County Contract 18-874 - between the **San Bernardino County** (“**Customer**”) and **NEC Corporation of America** (“**NEC**”) effective dated December 4, 2018 (the “**Agreement**”). The following modified and added terms and conditions are made a part of the Agreement effective when signed by NEC and Customer, together known as (“**Parties**”).

WHEREAS NEC and Customer are parties to that NEC Maintenance Agreement – San Bernardino County Contract 18-874 with an effective date of December 4, 2018 (“**Agreement**”); and

WHEREAS, the Amended Agreement term expires on October 19, 2021 (“**Termination Date**”); and

WHEREAS, NEC and Customer now wish to extend the term of the Agreement from the Agreement Termination Date through October 19, 2022; and

NOW, THEREFORE, in consideration of the mutual covenants and understanding contained herein, the Parties hereby agree to amend the Agreement as follows:

1. Section 2, “Term of Agreement” is amended as follows: This Agreement shall be effective from October 20, 2021 and shall continue for a period of one (1) year (“**Renewal Term**”). After the Renewal Term, the parties may mutually agree, in writing, to renew the Agreement thereafter for additional twelve (12) month terms, upon the same terms and conditions contained herein (“**Renewal Term(s)**”), except NEC may adjust its service rates to conform to NEC’s prevailing local service rates for the renewal term. After the Initial Term, either party may terminate this AGREEMENT at any time upon ninety (90) days written notice.
2. Section 11.4 “Method of Payment” is amended as follows: If Payment for properly invoiced and approved maintenance charges under this Agreement is not remitted within sixty (60) days of proper invoice, NEC reserves the right to suspend further maintenance services under this Agreement upon ten (10) days written notice to CUSTOMER. Payment is due within sixty (60) days from the date of the invoice. Any invoices not paid within sixty (60) days shall incur a service charge of one and one-half percent (1 ½%) per month on any outstanding, overdue balance. If payment is not made within sixty (60) days, NEC reserves the right to suspend maintenance and support services until such invoices are paid.
3. Pricing for this term is as set forth in the attached Exhibit I: MBIS Maintenance Renewal Quote dated October 23, 2021.
4. All other terms and conditions in the Agreement, not amended above, will remain in effect. Alterations to this Amendment will not be valid unless accepted in writing by an NEC officer or authorized designee. To become effective, this Amendment must be signed by both parties:

NEC NEC Corporation of America

SAN BERNARDINO COUNTY

NEC CORPORATION OF AMERICA

By: _____
Authorized Signature

By: Jeff Siao
Authorized Signature

Date: _____

Date: 11/9/2021

Name and Title: Curt Hagman, Chairman,
Board of Supervisors
(please type or print)

Name and Title: Jeff Siao Sr. Manager - Supp
(please type or print)

NEC NEC Corporation of America

October 23, 2021

Lieutenant Albert Anolin
 County of San Bernardino
 880 East Mill Street
 San Bernardino, CA 92415

****Quote****

Dear Lt. Anolin:

The term of your maintenance agreement on your NEC MBIS (Multimodal Biometric Identification System) equipment is due for renewal on October 20, 2021. The annual maintenance charges (AMC) for 2021/22 will be \$360,000.00. Please accept this letter as notification of the renewal of your NEC AFIS maintenance coverage effective October 20, 2021 through October 19, 2022.

Service	AMC
24x7 Maintenance & Support	\$ 296,608.00
Dedicated Onsite Engineer - 3 days per week	\$ 63,392.00
Total Annual Amount	\$ 360,000.00

This is not an invoice. Invoices will be sent separately from our billing team upon receipt of a purchase order.

The NECAM team is proud of our history supporting national, state and local law enforcement in their crucial roles and we are committed to providing you with excellent service and support. NEC appreciates your past business and we look forward to fulfilling your future AFIS needs.

Sincerely,

Cindy Taylor

Cindy Taylor
 Sr. Project Coordinator
 NEC Corporation of America
 Ph: 916-463-7070
cindy.taylor@necam.com

Certificate Of Completion

Envelope Id: E952BC6807E841D0B6BCE509D9DB9BF0	Status: Completed
Subject: Please DocuSign: San Bernardino County Maintenance Agreement Amendment No. 3(10232021) Final.docx	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kay James
Time Zone: (UTC-06:00) Central Time (US & Canada)	3929 W John Carpenter Fwy
	Irving, TX 75063-2909
	kay.james@necam.com
	IP Address: 143.101.224.5

Record Tracking

Status: Original	Holder: Kay James	Location: DocuSign
11/9/2021 2:37:38 PM	kay.james@necam.com	

Signer Events

Signer Events	Signature	Timestamp
Jeff Siao		Sent: 11/9/2021 2:38:43 PM
Jeff.siao@necam.com		Viewed: 11/9/2021 2:58:39 PM
Sr. Manager - Support and Services		Signed: 11/9/2021 3:00:10 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 143.101.236.240	

Electronic Record and Signature Disclosure:
 Accepted: 11/9/2021 2:58:39 PM
 ID: f1757372-21c4-4d21-a50b-0c1d14743438
 Company Name: NEC Corporation of America

In Person Signer Events

In Person Signer Events	Signature	Timestamp

Editor Delivery Events

Editor Delivery Events	Status	Timestamp

Agent Delivery Events

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events

Certified Delivery Events	Status	Timestamp

Carbon Copy Events

Carbon Copy Events	Status	Timestamp
Cindy Taylor	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/9/2021 3:00:11 PM
cindy.taylor@necam.com		Viewed: 11/9/2021 3:33:21 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 10/27/2021 11:28:44 AM		
ID: a506ec49-30b1-4509-8f88-4bdf260d7bdf		
Company Name: NEC Corporation of America		
Ashanti Jones	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/9/2021 3:00:12 PM
ashanti.jones@necam.com		
Contract Admin Mgr- Sr		
NEC Corporation of America		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/9/2021 2:38:43 PM
Certified Delivered	Security Checked	11/9/2021 2:58:39 PM
Signing Complete	Security Checked	11/9/2021 3:00:10 PM
Completed	Security Checked	11/9/2021 3:00:12 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, NEC Corporation of America (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact NEC Corporation of America:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: laura.letourneau@necam.com

To advise NEC Corporation of America of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at laura.letourneau@necam.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from NEC Corporation of America

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to laura.letourneau@necam.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with NEC Corporation of America

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to laura.letourneau@necam.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify NEC Corporation of America as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NEC Corporation of America during the course of your relationship with NEC Corporation of America.