

**A. CONTRACT 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 or has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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**

Company name NEC Corporation of America

Address 3929 W. John Carpenter Freeway

City/State/Zip Irving, TX 75063

Telephone No. 214-262-6000

Fax No.

Email address

Printed name

Position with company

Authorized signature

Marc. Hebner @ NECAM . com  
Marc Hebner  
VP Channel  
M. Hebner

**B. Term of contract** March 2020 **to** March 2023

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 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

**C. Equalis Group Contract Number** \_\_\_\_\_

**DOC #1 CLEAN AIR AND WATER ACT –**

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 O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: NEC Corporation of America

Title of Authorized Representative: VP Channel

Mailing Address: 3929 W. John Carpenter Fwy ; Irving TX 75063

Signature: M. Debur

**DOC #2 DEBARMENT NOTICE**

I, the Vendor, 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

Title of Authorized Representative: VP Channel

Mailing Address: 3929 W. John Carpenter Fwy; Irving, TX 75063

Signature: M. Heber

**DOC #5      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 proposal, 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 proposal, 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 proposal 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.

**VENDOR** NEC Corporation of America

**ADDRESS** 3829 W. John Carpenter Pkwy

Irving, TX 75063

**PHONE** 214-262-6000

**FAX** \_\_\_\_\_

**RESPONDANT**

M. Hebrer  
Signature

Marc Hebrer  
Printed Name

VP Channel  
Position with Company

**AUTHORIZING OFFICIAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company



DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

A. Company Name: NEC Corporation  
Street: 3929 W John Carpenter Freeway  
City, State, Zip Code: Irving, TX 75063

B. Complete as appropriate:

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

C. OR:

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

D. OR:

I Mark Hebner, an authorized representative of NEC Corporation of America, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

E. (Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
------	---------	----------

NEC Corporation of America is a wholly owned subsidiary of NEC Corporation of America

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

F. Mark Hebner VP Channel  
Authorized Signature and Title

1/17/2020  
Date

**A. DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**B. OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**C. Check the box that represents the type of business organization:**

☐ Partnership

☐ Limited Partnership

☐ Limited Liability  
Partnership

☒ Corporation

☐ Limited Liability  
Corporation

☐ Subchapter S  
Corporation

☐ Sole Proprietorship

DOC #5 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 proposal, 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 proposal, 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 proposal 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.

VENDOR NEC Corporation of America

RESPONDANT

ADDRESS 3929 W. John Carpenter Fwy

M. Hebner  
Signature

Irving, Tx 75063

Marc Hebner  
Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VP Channel  
Position with Company

PHONE 214-262-6000

AUTHORIZING OFFICIAL

FAX \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company



## **DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS**

### **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 statutes of the states it 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 Respondent 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 Region 10 ESC Participating entities in which work is being performed.

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### **Fingerprint & Criminal 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.

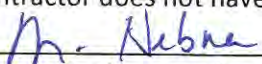
The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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.

  
\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

1/17/2021



**DOC #2 DEBARMENT NOTICE**

I, the Vendor, 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

Title of Authorized Representative: VP Channel

Mailing Address: 3929 W. John Carpenter Fwy; Irving, TX 75063

Signature: M. Nelson

**DOC #1 CLEAN AIR AND WATER ACT –**

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 O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: NEC Corporation of America

Title of Authorized Representative: VP Charnel

Mailing Address: 3929 W. John Carpenter Fwy; Irving, TX 75063

Signature:  Habue

**A. CONTRACT SIGNATURE FORM**

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Prices are guaranteed: **120 days**

Company name	NEC Corporation of America
Address	3929 W. John Carpenter Freeway
City/State/Zip	Irving, TX 75063
Telephone No.	214-262-6000
Fax No.	
Email address	
Printed name	<i>Marc Hebner @ necam - com</i>
Position with company	<i>Marc Hebner</i>
Authorized signature	<i>VP Channel</i> <i>M. Hebner</i>

**B. Term of contract** March 2020 **to** March 2023

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 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**C. Equalis Group Contract Number** \_\_\_\_\_

An NEC Solution for

## Region 10 ESC

Building and School Security Products and Services  
RFP #EQ-111519-04

January 17, 2020

Submitted By:

Lainey Gordon  
Vertical Practice – State and Local  
Government  
Enterprise Technology Services (ETS)  
NEC Corporation of America  
Cell: 469-315-3258  
Office: 214-262-3711  
Email: [Lainey.gordon@necam.com](mailto:Lainey.gordon@necam.com)  
[www.necam.com](http://www.necam.com)

Submitted To:

Ms. Sue Hayes  
Chief Financial Officer  
Region 10 ESC  
400 East Spring Valley Rd.  
Richardson, TX 75081



## **DISCLAIMER**

NEC Corporation of America (“NEC”) appreciates the opportunity to provide our response to Education Service Center, Region 10 (“Region 10 ESC”) for Building and School Security Products and Services. While NEC realizes that, under certain circumstances, the information contained within our response may be subject to disclosure, NEC respectfully requests that all customer contact information and sales numbers provided herein be considered proprietary and confidential, and as such, not be released for public review. Please notify Lainey Gordon at 214-262-3711 promptly upon your organization’s intent to do otherwise.

NEC requests the opportunity to negotiate the final terms and conditions of sale should NEC be selected as a vendor for this engagement.

NEC Corporation of America  
3929 W John Carpenter Freeway  
Irving, TX 75063  
<http://www.necam.com>

Copyright 2020

NEC is a registered trademark of NEC Corporation of America, Inc.

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# Executive Summary

NEC Corporation of America (NEC) would like to thank Region 10 ESC for providing us the opportunity to respond to the request for proposal for Building and School Security Products and Services. NEC welcomes the opportunity to assist Region 10 ESC in rapidly deploying the proposed NEC solution.

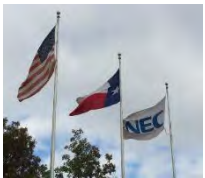
NEC Corporation is one of the world's leading providers of Internet, broadband network and enterprise business solutions dedicated to meeting the specialized needs of its diverse and global base of customers. NEC delivers tailored solutions in the key fields of computer, networking and electron devices, 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 109,000 employees worldwide with over \$24 Billion in annual revenue and more than 1,000 employees, contractors, and consultants in offices across the US. 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.

With our focus on Solutions for Society, NEC's goal is to lead the advancement of the world's social infrastructure by leveraging ICT and new business models. Our Solutions for Society activities will become the pillars of NEC over the company's next 100 years.

Based on its recent analysis of enterprise communications transformation strategies, Frost & Sullivan recognized NEC Corporation of America with the **North America Frost & Sullivan Company of the Year Award**. NEC's Smart Enterprise approach to enterprise communications provides holistic transformation options that help customers adapt and flourish in a complex business environment. NEC Smart Enterprise addresses unmet customer needs, implements best practices, and delivers superior customer purchase experience have all combined to win the trust of companies seeking to evolve their communications environment.

## Corporate Overview



### NEC Corporation of America:

Established 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 Kunihiro 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.

## Sustainability

NEC Corporation was selected to the 2017 "Global 100 Most Sustainable Corporations in the World," an index listing the world's 100 most sustainable corporations. This marks the third time NEC has been selected as one of the Global 100, following an announcement at the World Economic Forum held in Davos, Switzerland.

The Global 100 index has been published annually since its establishment in 2005 by Canadian publisher Corporate Knights Inc. The Global 100 were evaluated and selected from among approximately 4,900 corporations around the world based on efforts made toward twelve quantitative key performance indicators related to sustainability. NEC is one of four Japan-based corporations selected to the list.

### Global 100 Key Performance Indicators:

Prioritized for the Technology Hardware Storage and Peripherals Group

- Energy Intensity
- Carbon Intensity
- Water Intensity
- Waste Intensity
- Innovation Capacity
- Percentage Tax Paid
- CEO-Average Employee Pay
- Pension Fund Status
- Leadership Diversity
- Clean Capitalism Pay Link
- Supplier

## NEC Corporation Statistics FY2018

- Founded in 1899
- Revenues of \$24.95B USD.
- 109,390 Employees
- Presence in 55 Countries
- Fortune Global 500 Company
- 64,000 Patents
- \$965M in annual R&D
- 303 Consolidated Subsidiaries
- Major Operations Include Public Business, Enterprise Business, Telecom Carrier Business, System Platform Business





- Clean Air Productivity

As a social value creator, NEC will continue leveraging ICT to resolve challenges facing society as it aims to achieve the Sustainable Development Goals (SDGs) adopted by 193 UN members in 2015.

### **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.

# Tab 1 – Contract and Signature Form

## A. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS SUBMISSION FORMAT AND

### COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses will remain sealed by the Bonfire procurement application until the bid opening time specified. Responses received outside the Bonfire procurement application will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix D).

**NEC Response:** NEC has read and understands.

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Include a copy of the portion of the RFP document that you are responding to prior to your tabulated response in each section. This means that all pages prior to the Appendices must be included before Tab 1. Tabs should be used to separate the response into sections. The following items identified must be included behind the tabs listed below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

#### Binder Tabs

- Tab 1 – Entire Vendor Contract and Signature Form (Appendix A)
  - General T&C Acceptance Form (Appendix D)
  - Attachment A Exceptions Form (Attachment A, 1<sup>st</sup> Page)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – Pricing (Appendix C)
  - Attachment B Price List

Tab 6 – Value Add (Appendix G)

Tab 7 – Certificates (Appendix I)

Tab 8 – Supplementary Catalogs and Consumer Information (may be in a separate binder) (Appendix J)

Tab 9 – Required Documents

– Additional Required Documents (Appendix H)

**NEC Response:** NEC has read and understands.

- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

**NEC Response:** NEC has read and understands.

- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

**NEC Response:** NEC has read and understands.

- V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

**NEC Response:** NEC has read and understands.

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a

particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC’s Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.
- The communications prohibition shall not apply to the following:
  - Communications with Region 10 ESC’s purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC’s legal counsel; and
  - Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.
- Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC’s Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC’s representatives.
- Communication with any employee of Equalis Group

**NEC Response:** NEC has read, understands and complies.

VI. **Addenda:** If required, will be issued by Region 10 ESC to all those known to have registered and downloaded a complete set of Proposal documents from the Bonfire procurement application. The vendor shall acknowledge on the Signature Form the number of addenda received.

**NEC Response:** NEC has read, understands and complies.

**VII. Calendar of events (subject to change):**

<b><u>Event</u></b>	<b><u>Date:</u></b>
Issue RFP	11/15/2019
Deadline for receipt of questions via email	01/08/2019
Issue Addendum/a (if required)	01/08/2019
Proposal Due Date	01/17/2020
Approval from Region 10 ESC	02/19/2020
Contract Effective Date	03/01/2020

**CONDITIONS OF SUBMITTING PROPOSALS**

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

**NEC Response:** NEC has read and understands.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal



of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

**NEC Response:** NEC has read and understand.

- X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating 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. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

**NEC Response:** NEC has read and understands.

- XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

**NEC Response:** NEC has read and understands.

- XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

**NEC Response:** NEC has read and understands.

- XIII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being

provided. If none is indicated then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

**NEC Response:** NEC has read and understands.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

**NEC Response:** NEC has read and understands.

- XIV. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Respondent agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements. Submissions may be rejected for failing to submit samples as requested.

**NEC Response:** NEC has read, understands and complies.

- XV. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

**NEC Response:** NEC has read and understands.

- XVI. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

**NEC Response:** NEC has read, understands and complies.

- XVII. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

**NEC Response:** NEC has read, understands and complies.

- XVIII. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 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 awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.

**NEC Response:** NEC has read and understands. The products being quoted are considered Commercial

Off the Shelf Products (COTS) and subject to the attached Special Terms and Conditions.

- XIX. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is estimated to be over \$20 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

**NEC Response:** NEC has read and understands.

- XX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

**NEC Response:** NEC has read and understands.

- XXI. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

**NEC Response:** NEC has read and understands.

#### **A. AWARD PROCESS**

- XXII. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

**NEC Response:** NEC has read and understands.

- XXIII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

#### **B. Products/Pricing (40 Points)**

1. Ability to provide a comprehensive solution for all products and services defined herein
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers to verify that they received contract pricing
5. Payment methods

6. Other factors relevant to this section as submitted by the Respondent

**C. Performance Capability (30 Points)**

1. Ability to deliver, design, and install products and services nationally
2. Response to emergency orders and maintenance repair/requests
3. Shipping charges
4. Return and restocking policy and applicable fees
5. History of meeting the delivery, installation, and maintenance timelines
6. Ability to meet service and warranty needs of members
7. Customer service/problem resolution
8. Invoicing process
9. Contract implementation/Customer transition
10. Financial condition of vendor
11. Website ease of use, availability, and capabilities related to ordering, returns and reporting
12. Respondent's safety record
13. Instructional materials
14. Other factors relevant to this section as submitted by the Respondent

**D. Qualification and Experience (20 Points)**

1. Respondent reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees
5. Location and number of salespersons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
10. Certifications in the Industry
11. Company profile and capabilities
12. Other factors relevant to this section as submitted by the Respondent

**E. Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent

**NEC Response:** NEC has read and understands.

**XXIV. Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

**NEC Response:** NEC has read, understands and complies.

XXV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

**NEC Response:** NEC has read and understands.

XXVI. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

**NEC Response:** NEC has read and understands.

XXVII. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

**NEC Response:** NEC has read and understands. All pricing is exclusive of any applicable taxes.

## **F. PROTEST OF NON-AWARD**

XXVIII. **Protest Procedure:** Any 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 Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

**NEC Response:** NEC has read and understands.

## **G. NON-COLLUSION, EMPLOYMENT AND SERVICES**

1. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:** It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

**NEC Response:** NEC has read, understands and complies.

#### H. **LIMITATION OF LIABILITY**

XXIX. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXX. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

**NEC Response:** NEC has read and understands. All product and services shall be subject to the Limitation of Liability section of the Special Terms and Conditions.

#### **Appendix A: VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of January 17, 2020, by and between NEC Corporation of America ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Building and School Security Products and Services ("the products and services").*

#### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

**NEC Response:** NEC has read, understands, and complies

#### **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope



additions and/or deletions.

- 2.2 **Automatic Renewal: One year** renewals will take place automatically unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

**NEC Response:** NEC has read, understands, and complies.

### **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

**NEC Response:** NEC has read, understands, and complies.

### **ARTICLE 4- FORMATION OF CONTRACT**

- 4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless

authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

**NEC Response:** NEC has read, understands, and complies.

## **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the

vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 the State of Texas 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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

**NEC Response:** NEC has read, understands, and complies.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain

fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

**NEC Response:** NEC has read, understands, and complies.

## **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and

express charges may be added to the invoice.

- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

**NEC Response:** NEC has read and added exceptions.

## ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.
- 8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [reporting@equalisgroup.org](mailto:reporting@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. 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. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)

	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ <b>*required</b>
	Admin Fee % <b>*required</b>
	Admin Fee \$ <b>*required</b>

**NEC Response:** NEC has read and added exception.

## ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member.

Vendor shall offer Region 10 ESC any published price reduction during the contract period.

- 9.5 **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 (Region 10 ESC or its Participating Members). 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.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

**NEC Response:** NEC has read and added exceptions.

#### **ARTICLE 10- PRICING AUDIT**

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

**NEC Response:** NEC has read and added exceptions.

#### **ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS**

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.



11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

**NEC Response:** NEC has read and added exceptions.

## **ARTICLE 12- SITE REQUIREMENTS**

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

**NEC Response:** NEC has read, understands, and complies.

## **ARTICLE 13- MISCELENOUS**

13.1 **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 in the subsequent fiscal year.”

13.2 **Disclosures:** Vendor 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.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The

insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

- 13.8 **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.
- 13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.10 **Venue**: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

**NEC Response:** NEC has read and understands.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

## CONTRACT SIGNATURE FORM

**NEC Response:** Form is attached.



**I. Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**J. Check one of the following responses to the General Terms and Conditions:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

**XVIII. Formation of Contract** – NEC has included Special Terms and Conditions within a separate document.

**4.1 Respondent contract documents** – NEC has included the End User's Licensing Agreement

**7.1 Delivery:** NEC cannot accept a seven (7) day guarantee for delivery.

**8.3 Reporting:** NEC does not accept monthly reporting. NEC requests quarterly reporting.

**10.1 Audit:** This should be limited to maximum of once a year, upon agreed upon time, at their cost and only with respected to billing under any agreement.

**11.7 Buy American requirement:** This relates to construction items. NEC is only providing fully constructed items. Therefore, this is not applicable.

**13.8 Legal Obligations:** Privacy and other applicable laws are subject to then current legislation. NEC reserves the right to review any participants requirements for acceptance at NEC's sole discretion.

**Attachment A** – NECAM Terms and Conditions

**Attachment B** – End User's Licensing Agreement

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## Tab 2 - Questionnaire

### 1. States Covered

Respondent must indicate any and all states where products and services can be offered.

**A. 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

## 2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?  
☒ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group?  
☒ Yes ☐ No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

**NEC Response:** Through NEC's Channel Partners, NEC offers a wide variety of diversity partners such as Woman Minority Owned business partners, Veteran Owned business partners, and Historically Underutilized business partners to name a few.

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?  
☒ Yes ☐ No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

## 3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

### c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

### d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

### e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**4. Residency**

Responding Company's principal place of business is in the city of Irving State of TX.

**5. Felony Conviction Notice**

Please check applicable box:

- ☐ A publicly 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 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**6. Processing Information**

Company contact for:

Contract Management

Contact Person: Jackson Chen

Title: Assoc General Counsel- Sr

Company: NEC Corporation of America

Address: 3929 W. John Carpenter Freeway

City: Irving State: TX Zip: 75063

Phone: 214-262- 3763 Fax: \_\_\_\_\_

Email: Jackson.chen@necam.com

Billing & Reporting/Accounts Payable

Contact Person: Kay James

Title: Contract Support Specialist

Company: NEC Corporation of America

Address: 3929 W. John Carpenter Freeway

City: Irving State: TX Zip: 75063

Phone: 214-262-5517 Fax: \_\_\_\_\_

Email: kay.james@necam.com

Marketing

Contact Person: Denise Borel

Title: Marketing Manager – Sr.

Company: NEC Corporation of America

Address: 3929 W. John Carpenter Freeway

City: Irving State: TX Zip: 75063

Phone: 214-262-2462 Fax: \_\_\_\_\_

Email: denise.borel@necam.com

**7. Distribution Channel: Which best describes your company's position in the distribution channel:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Manufacturer direct    | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input checked="" type="checkbox"/> Value-added reseller   | <input type="checkbox"/> Other _____                             |

**8. 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. ☒ Yes ☐ No  
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No  
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? ☐ Yes ☒ No



**9. Cooperative/Group Purchasing Experience**

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
GSA Schedule	GS-35F-0511T	6/26/2022
New York State OGS Manufacturer Umbrella	PM20910	11/29/2020
New Jersey State Contract	T1316	1/31/2020
State of Maryland PBX III	060B1400048	3/31/2020
National Cooperative Purchasing Alliance	01-60	8/31/2020
NASPO Valuepoint	AR3190	10/1/2024

# Tab 3 – Company Profile

## A. General Profile

1. Company's official registered name.

**NEC Response:** NEC Corporation of America

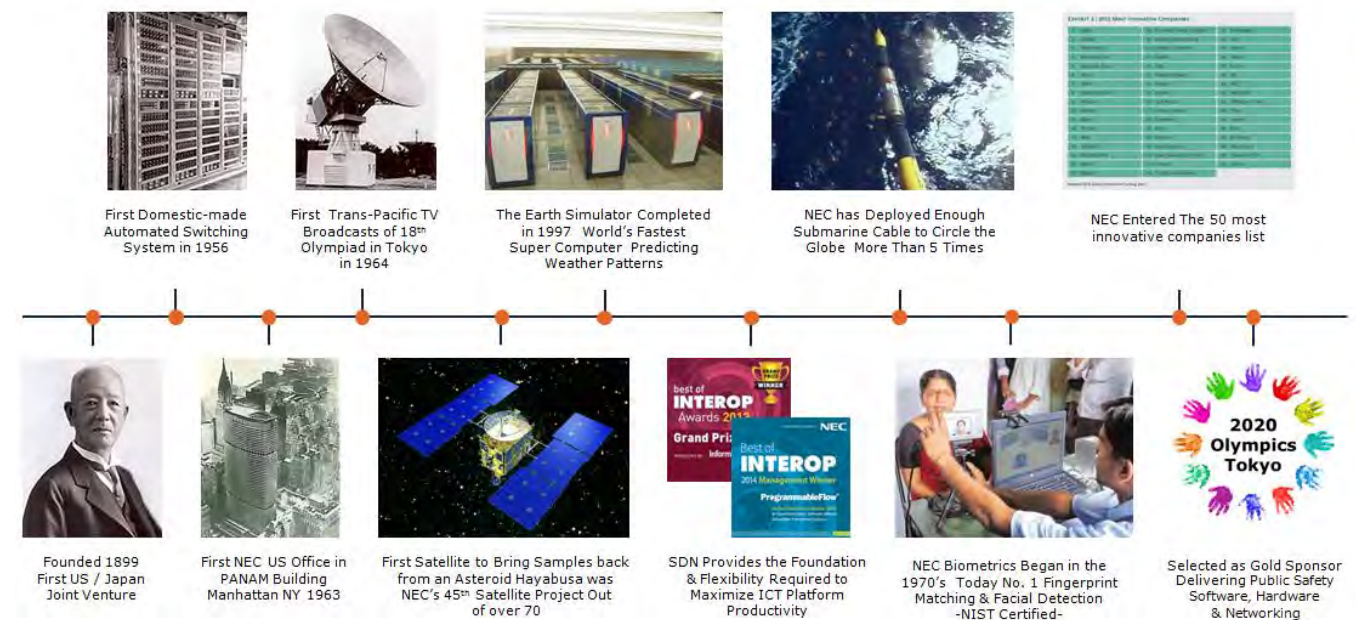
2. Brief history of your company, including the year it was established.

**NEC Response:** NEC Corporation of America (NEC) is a leading technology integrator providing solutions that improve the way people work and communicate. NEC delivers integrated 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. We deliver 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 solutions and technology, and leverages 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 presence in 160 countries and \$26 billion in revenues. For more information, visit [www.necam.com](http://www.necam.com)

NEC supports its customers through best-in-class development teams and channels across all NEC entities and geographical borders, in order to be the single-source provider of voice, data, video solutions and IT storage and server solutions for the connected enterprise. Through all of these solutions, NEC combines its best-in-class solutions and technology, and leverages a robust partner ecosystem to solve today's most complex business problems. Moreover, our end-users profit from the distinct advantage of our industry partnerships with established leaders.

NEC is a relationship-driven company, approaching each challenge and opportunity with the highest levels of commitment and consideration for our customers' long-term benefit.

### NEC Communication History/Milestones



At NEC, we have been delivering innovation for over 120 years. We were founded as a joint venture between Western Electric and Nippon Electric Corporation. This was the first joint venture of its kind between a US and Japanese

company. Later, we officially changed our name to NEC. NEC has both a rich history of innovation and a strong set of partnerships that allow us to focus on solving some of society's biggest challenges. Some of those innovations and milestones include:

- Developing the first Public Branch Telephone System (PBX) in 1927
- First to test Microwave Multiplex Communications in 1944
- NEC has now been in North America over 50 Years
- Development of the Earth Simulator to project the effects of global climate changes in 1997
- Discovery of single walled carbon nanotubes now used in bicycle components, wind turbines and marine parts and have potential uses in solar cells, paper batteries, and various medical devices
- NEC became one of the first Microsoft Partners in 1979
- In 1994, NEC was the first to deliver Service Oriented Communications
- NEC received the Top Innovation Award at Interop in 2012
- In 2014, NEC added DoD Certification for our UNIVERGE 3C solution – demonstrating our commitment to security and launched our new, next-generation UNIVERGE SV9000 communications platforms

In 2015, NEC became a Gold Partner for the Tokyo 2020 Olympic and Paralympic Games

- In 2016, NEC was named one of the [50 most innovative companies by Boston Consulting Group](#) and Frost & Sullivan honored NEC for its “astute strategies for migration of enterprise legacy communications systems to modern solutions” with a [2016 North America Frost & Sullivan Company of the Year Award](#). Other awards and acknowledgements include:
  - NEC's HYDRAsor® HS Series wins 2016 Top Gold Award at the 11<sup>th</sup> annual Hot Companies and Best Products Award in Storage Solution category
  - Frost & Sullivan's 2016 North America Company of the Year Award for Face recognition Technology for Government and Public Sectors
- In 2017, for the third time, [NEC was named to the “Global 100 Most Sustainable Corporations” List](#). As a social value creator, NEC will continue leveraging ICT to resolve challenges facing society as it aims to achieve the Sustainable Development Goals (SDGs) adopted by 193 UN members in 2015.

In 2019, independent testing done by the National Institute of Standards and Technology (NIST) of the U.S. Department of Commerce confirms that NEC's Facial Recognition technology is ranked #1 (for the 5th time) in providing the fastest, most accurate matching capability and is the most resistant to variations, such as ageing, race/ethnicity, camera angles and lighting conditions. Our long history of milestones has helped propel NEC to a position of leadership in the industry, one based on a track record of solving business challenges that also help make our lives better.

3. Company's Dun & Bradstreet (D&B) number.

**NEC Response:** 147255405

4. Corporate office location.

**NEC Response:** NEC Corporation of America  
3929 W. John Carpenter Freeway  
Irving, Texas 75063

5. List the total number of salespersons employed by your organization within the United States, broken down by market. If a dealer network is included as part of your response, please also list the total number of salespersons within the dealer network and your ability to train, influence, and incentivize those salespersons to sell this contract.

**NEC Response:** NEC Corporation of America has +270 salespersons.

i. Direct - 235

ii. Channel- 35

NEC Corporation of America's dealer network is extensive

iii. # of partners - +130

iv. # of sellers – with thousands of individual contributors.

6. List the number and location of offices, or service centers for all states being proposed in solicitation, including the dealer network where applicable. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

**NEC Response:** NEC covers all 50 states through a combination of Direct Sales and the dealer community. As the manufacturer, NEC has four major US offices in Rancho Cordova, CA, Lincolnshire, IL, Washington, D.C. and Irving, TX (Headquarters). The main distribution center is in Irving, TX. NEC has several smaller satellite offices and remote offices across the country.

CT	Trumbull	101 Merritt Blvd, Suite 207 Trumbull, CT 06611
MD	Fulton	11830 W. Market Place, Suite N Fulton, MD 20759
NJ	Lawrenceville	11 Princess Road, Suite D-E Lawrenceville, NJ 08648
NY	Albany	10 Walker Way Section 2 Albany, NY 12205
NY	Bethpage	1-15 Grumman Road West Bethpage, NY 11714
VA	Arlington	1820 North Fort Myer Drive Suite 400 Arlington, VA 22209
VA	Manassas	10642 Wakeman Ct. Manassas, VA 20110
NEC Financial Services, LLC	NJ	250 Pehle Ave., Suite 203 Saddle Brook, NJ -7663-5888
NEC Laboratories America, Inc	NJ	4 Independence Way Princeton, NJ 08540
TX	Irving	3929 W. John Carpenter Freeway Irving, TX 75063
TX	DFW Airport	1213 N 28th Ave. DFW Airport, TX 75261
NEC Display Solutions of America	IL	3250 Lacey Road, Suite 500 Downers Grove, IL 60515
NEC Enterprise Communications Technologies, Inc.	IL	300 Tri State International, Suite 150 Lincolnshire, IL 60069
AZ	Tempe	1938 E. Highland Ave STE F104-624 Tempe, AZ 85016 (mailbox only)
CA	Long Beach	3900 Kilroy Airport Way, Suite 200 Long Beach, CA 90806
CA	Rancho Cordova	10850 Gold Center Drive, Suite 200 Rancho Cordova, CA 95670
CA	Santa Clara	3151 Jay Street, Suite 110 Santa Clara, CA 95054
CA	Sunnyvale	440 N Wolfe Road, Suite 2091 Sunnyvale, CA 94085
NEC ECT	WA	14335 NE 24th St, Suite 104 Bellevue, WA 98007
NEC Laboratories America, Inc	CA	10080 North Wolfe Rd., Suite SW3-35 Cupertino, CA 95014
NEC Logistics America	CA	18615 Ferris Place Rancho Dominguez, CA 90220

NEC's channel community ranges from local partners to enterprise solution integrators.

There are over 130 partners across the country with several of those partners doing business in multiple states. For partners by State or Size, please refer to the links below.

[https://www.necam.com/HowToBuy/FindADealer/Request\\_2/](https://www.necam.com/HowToBuy/FindADealer/Request_2/)  
[https://www.necam.com/HowToBuy/FindADealer/Request\\_2/?d=2](https://www.necam.com/HowToBuy/FindADealer/Request_2/?d=2)

Covering the Country, the most relevant contacts are the contacts below. Please note they all, with the exception of one, report out of NEC's North American Headquarters.

- **David Bukoski:** Sales Director – Channel Sales, 101 Merritt Blvd, Suite 207, Trumbull, CT 06611  
Phone Number: 203-926-5419 Email Address: [David.Bukoski@necam.com](mailto:David.Bukoski@necam.com)
  - **Brett Broughton:** Strategic Accounts Director, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-2410 Email Address: [Brett.Broughton@necam.com](mailto:Brett.Broughton@necam.com)
  - **Wade Irwin:** Sales Director – West Coast, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-2580 Email Address: [Wade.Irwin@necam.com](mailto:Wade.Irwin@necam.com)
  - **Kurt Martin:** Sales Director – Enterprise Channel, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-8111 Email Address: [Kurt.Martin@necam.com](mailto:Kurt.Martin@necam.com)
  - **Stephen Spencer:** Sales Director – Channel Sales, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-5587 Email Address: [Stephen.Spencer@necam.com](mailto:Stephen.Spencer@necam.com)
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- a. Sales –
    - i. Marc Hebner, VP Channels Americas (resume attached)
      - [Marc.Hebner@necam.com](mailto:Marc.Hebner@necam.com) Office: (214) 262-6315
  - b. Sales Support
    - i. Ram Menghani, SVP NEC ECT (resume attached)
      - [Ram.Menghani@necam.com](mailto:Ram.Menghani@necam.com) Office: (214) 262-2454
  - c. Marketing
    - i. Joseph Salisbury, PhD VP Sales & Marketing (resume attached)
      - [Joe.Salisbury@necam.com](mailto:Joe.Salisbury@necam.com) Office: (678) 545-4665
  - d. Financial Reporting
    - i. Keith Terreri, CFO (resume attached)
      - [Keith.Terreri@necam.com](mailto:Keith.Terreri@necam.com) Office: (214) 262-3713
  - e. Executive Support
    - i. Allen Ganz, VP Customer Experience & Biometrics (resume attached)
      - [Allen.Ganz@necam.com](mailto:Allen.Ganz@necam.com) Office: (917) 684-1049
8. Define your standard terms of payment
- NEC Response:** NEC's standard terms are Net30.
9. Who is your competition in the marketplace?
- NEC Response:** NEC's provides an array of technology such that there is no manufacturer to compete directly with the entirety of the NEC portfolio. Areas where there are competitors:
- Facial Recognition: Indemia, Anyvision, Amazon

- Fiber Optic Perimeter Detection: Future Fiber Technologies, Optellios
- Security Consulting: Stanley Security
- Voice & Communication: Cisco, Avaya

10. Overall annual sales for last three (3) years;

**NEC Response:** Sales for the past three years can be found below.

Fiscal years ended / ending March 31	2016	2017	2018	2019	2020 (Forecast)
Revenue	2,824,833	2,665,035	2,844,447	2,913,446	2,950,000
Annual growth	-	-5.7%	6.7%	2.4%	1.3%
Domestic	2,221,698	2,094,068	2,104,268	2,224,345	-
Overseas	603,135	570,967	740,179	689,101	-
Operating profit	91,418	41,838	63,850	58,465	110,000
Ratio to Revenue	3.2%	1.6%	2.2%	2.0%	3.7%
Net profit	75,923	27,310	45,870	40,195	65,000

(In millions of yen).

<https://www.nec.com/en/global/ir/finance/pl.html?>

11. Overall public sector sales, excluding Federal Government, for last three (3) years;

**NEC Response:** NEC Corporation of America's sales within public sector, in the US, over the past 3 years have been approximately \$70 million.

NEC considers this information confidential and asks that it be redacted from the published response.

12. What is your strategy to increase market share?

**NEC Response:** NEC is dedicated to attaining year-over-year growth and increasing market share, particularly in the region. As NEC's North American headquarters is located in north Texas, there's a determined focus to execute and expand NEC's brand recognition in the region by NEC's executive team. NEC has partnered with the cities of Frisco & Dallas, the University of Texas at Dallas and the National Soccer Hall of Fame at Toyota Stadium in Frisco. NEC recently has employed a business development team to hunt for new customers for our cloud, telephony and biometric technologies into the region.

Coupled with our regional growth strategy, NEC continues to increase market share nationally and globally. NEC added 1,205 employees globally in 2019. NEC made several acquisitions in 2018 & 2019 and expanded the value we provide through additional M&As. We will accelerate our growth towards our fiscal 2021 target for international revenue of 200 billion yen (\$1,815,401,000 USD) and an operating profit ratio of 5%. At the same time, in Japan we have leveraged our major strength in facial recognition technology in a growing number of model cases, such as a solution that enables airline passengers to move through the stages from check-in to boarding using only facial recognition for authentication, and smooth authentication procedures for entry into international sports event venues. These initiatives will help to drive further growth from fiscal 2020 onward. As we move forward, we will look to expand our business through joint proposals to global carriers.

13. What differentiates your company from competitors?



**NEC Response:** As communications have evolved into IT-oriented technology, the desire to have a more natural integration of communications and business processes, and their related IT business components has been ongoing in many industries. NEC, in 2016, differentiated itself among competitors by merging our formerly separate IT and Communications Technology (ICT) business units into one – resulting in a complete end-to-end Smart Enterprise solution set and framework which now has evolved to include the Smart Workspace. Whether implementing on-premises, cloud or hybrid solutions, NEC’s Smart Enterprise solutions can meet the needs of organizations of all sizes.

This consolidation has already created new synergies and offerings such as our High Availability UC solution - NEC’s software-based UC comes preloaded onto our award-winning Fault Tolerant server for five nines (99.999%) reliability. Another offering is our Software Defined Networking Enabled UC solution which integrates the management of UC, networking and IT security to improve performance, security, manageability and quality of user experience while reducing the cost and complexity of delivering mission critical real-time applications.

NEC has also found a way to differentiate by streamlining processes & workflows across an organization via its Univerge Integration Platform. Work has changed and customers, employees and partners demand ever shorter response times, faster innovation and higher service levels. Smart enterprises are adopting digital workplace strategies to create rich and connected Customer and Employee Experiences that respond adequately to these rising expectations. NEC’s UNIVERGE Integration Platform (UIP) is software that interconnects disparate systems to become your own centrally managed application network. It seamlessly bridges IT and Communications infrastructures, integrates applications, data, devices and services and enables to dynamically design, manage and streamline workflows across an organization.

NEC consistently ranks among the world’s top enterprise IT & Communications Technology providers. With one of the industry’s strongest and most innovative portfolio of solutions, we unleash the potential of the Smart Enterprise with new approaches in how communications and IT services are delivered and managed. In North America, NEC serves enterprise (large) and small-to-midsized businesses across multiple verticals, including healthcare, education, hospitality and government.

14. Provide relevant information regarding your ordering process including your firm’s on-line catalog/ordering website if available, and the ability for purchasing group members to verify they are receiving contract pricing.

**NEC Response:** Given NEC’s channel model as well as the configurations required for the solutions provided, website ordering will not be applicable for entities purchasing from this contract. If awarded, NEC will create an Equalis Contract page with MSRP and Equalis Contract pricing to make price verification as easy as possible.

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

**NEC Response:**

NEC’s National Technical Assistance Center (NTAC) provides help to keep customers’ running smoothly by providing exceptional support services to protect their 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.

Data Networking (ProgrammableFlow)	1-877-632-0064	support@necam.com
Enterprise Software	1-877-632-0064	support@necam.com
Information Analytics	1-800-240-0632	insidesales@necam.com
Server Solutions	1-877-632-0064	support@necam.com
Storage Solutions (SANS)	1-877-632-0064	support@necam.com
Storage Solutions (HYDRAstor)	1-877-632-0064	support@necam.com
UNIVERGE Communication- US	1-877-463-2267	gsc@necam.com

16. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

**NEC Response:** NEC Corporation of America is responding to this contract as the manufacturer. The information requested would be most applicable to NEC's Channel Partner Community. If awarded, NEC will provide the above information with each channel partner requested for addition to the contract.

17. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

**NEC Response:** NEC schedules normal and planned outages during low peak hours. These outages are typically less than 10 minutes. Any unplanned outages are dealt with as high priority and are held to the less than 10 minute standard. Planned outages are related to system software updates.

18. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

**NEC Response:** The Contractor is subject to legal proceedings, claims and litigation arising out of the ordinary course of business. While the outcome of these matters may not be determinable, the Contractor does not expect any such matter to have a material adverse impact on its ability to perform, or comply with the subject contract.

19. Provide your ability to respond to emergency orders and maintenance/repair requests.

**NEC Response:** NEC responds to all emergency maintenance requests within 4 business hours and 24 business hours for routine service. NEC can provide proactive remote monitoring which captures and notifies of system errors and outages. This service enables NEC to provide rapid response and diagnosis of system faults.

20. Provide historical fill rates, average delivery timeframes, installation, and maintenance timelines met by specific distribution center or dealer.

**NEC Response:** As the manufacturer, NEC relies on the Channel Community to provide the information asked above.

Using the example of the NEC Direct sales organization, upon receiving an order or project, NEC

provides terms of a service level agreement based on the statement of work signed by the customer. Although the terms of each project will vary, NEC provides a deliverables agreement to the customer for the following areas:

- a) Delivery of hardware & software
- b) Installation timeframes
  - a. Time & Labor – i.e. dispatch labor, list price of materials, onsite hours etc
- c) Service Level Agreement – the response time in which NEC will be liable for any outages.

These terms will be determined by the customer with an effective date and an end date. Due to the nature of the project type and size, NEC will agree upon the best timeline with the customer. A Sample State of Work (SOW) can be provided upon request.

For maintenance, Standard service is 8X5 from 8am to 5pm. SLA for service is next business from the request or less than 4 hours for a major incident. Premium service is 24 X 7 with the SLA of 4 hours for major incidents and next business day for standard requests. A sample maintenance agreement can be provided upon request.

The information above is a sample from one of NEC's Solution Integrators. Each Integrator will have different timelines.

21. Describe services which will be made available under this contract such as design and consultation, installation, service plans and maintenance, and financing or lease programs.

**NEC Response:** Through this contract, NEC will make available system design and security consultation services. Installation of projects, project management and coordination services. Training and "train the trainer" services will be included. Software Assurance is made available through the manufacturer for software maintenance. NEC, in conjunction with a VAR, will also make available varying forms of security assessments. These include Site Vulnerability Assessments and Situational Awareness, Workplace Violence and Active Shooter Prevention Workshop. Leasing or financing will be obtainable through NEC Financial Services – additional information can be found in Appendix J.

## **B. Marketing/Sales**

22. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

**NEC Response:**

- a. A co-branded press release within first 30 days –  
**NEC will provide Announcement of award through any applicable social media sites – NEC will provide. We have Twitter, Facebook, LinkedIn, YouTube, Flickr**  
<https://www.facebook.com/NECAmerica>  
<https://twitter.com/NEC/>  
<http://www.youtube.com/InteractiveNEC>  
<http://www.flickr.com/photos/neccorp/>  
<https://www.linkedin.com/company/nec>

- b. Direct mail campaigns – **NEC has read, understands, and complies.**
- c. Co-branded collateral pieces – **NEC has read, understands, and complies.**
- d. Advertisement of contract in regional or national publications – **NEC has read, understands, and complies.**
- e. Participation in trade shows – **NEC has read, understands, and complies.**
- f. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website –
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials**NEC has read, understands, and complies. NEC will create a landing page for the Equalis Contract.**

23. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

**NEC Response:** In describing the benefits of a cooperative purchasing contract, NEC has found three elements to be vital: The Contract website, the NEC website, and a one page handout highlighting why an eligible entity would use this contract. The Contract website provides legitimacy, the NEC website explains how NEC fits into the picture, and the handout is a snapshot of why the entity should sign up as a member. NEC will use these three valuable resources to highlight the benefits of the contract.

24. Explain how your company plans to market this agreement to existing government customers.

**NEC Response:** NEC is well positioned to market the Equalis contract through our vast network of authorized solutions integrators to NEC's installed base and potential end user customers. NEC will begin by hosting a series of webinars to rollout the contract and educate our various segments on the strength of this contract and plans to utilize our Government and Contracts Teams resources as subject matter experts. As a second step, we plan to post on our contract's website the details and source information relevant to the Equalis contract which will be publicly available. Thirdly, we will equip our sales and business development managers with marketing material such as literature, email campaigns, webinars, and Powerpoint Presentations to share information on the Equalis Contract through customer engagements. That may include tradeshow, lunch and learns, conferences, and customer visits.

25. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

**NEC Response:** Please see chart.

PS	ACTIONS	PERSONNEL INVOLVED	TIMETA
	Assignment of stakeholders access to the NEC Anytime Portal	NEC Operations team	< 30 day
	Upload of collateral, training materials to the NEC Anytime Portal	NEC Marketing team	< 30 day
	NEC announcement on social media outlets, co-branded press release	NEC Marketing team	< 30 day
	Creation of landing page for the contract on NECAM's website	NEC Marketing team	< 30 day
	Webinar training to all NECAM sales & dealer organization	NEC Sales team	< 30 day
	Identify key NEC customers that pertain to the contract	NEC Sales team	< 60 day
	Identify key partner accounts that pertain to the contract	NEC Channel/Sales team	< 60 day
	Begin setting appointments with our partner community	NEC Channel/Sales team	< 60 day
	Invitation to NEC's annual ADVANTAGE event	NEC Marketing team	< 60 day
	Continued Marketing: inside sales campaign #1	NEC Marketing team	< 60 day
	Begin ongoing pipeline calls with partner network for Region 10 ESC opportunities	NEC Channel/Sales Directors	< 90day
	Continued Marketing: inside sales campaign #2	NEC Marketing team	< 90day

26. Describe how you intend on train your national sales force or dealer network on the Region 10 ESC agreement.

**NEC Response:** For any newly awarded Contract, NEC provides training internally and externally to our approved partners. This includes sharing all critical material to the contract such as the Terms and Conditions, pricing, and reporting. Training is initially provided through a webinar and in person training will be provided upon request. Personalized training for each partner is also scheduled. The contract team is also available at any point during an opportunity to answer questions and help the partner utilize the contract properly. Yearly updates are included with the Partner's Business Plan review. NEC intends on providing training during the Global Partner Meeting held in October of 2020.

27. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

**NEC Response:** NEC grants Region 10 ESC permission to utilize the NEC Logo(s). JPEG or other formats of the logo shall be provided upon request.

28. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

**NEC Response:** The numbers provided below are based on Region 10 ESC/ Texas customers. As the contract grows nationally, NEC estimates these numbers to increase.

\$ 1,500,00.00 in year one

\$ 3,000,000.00 in year two

\$ 4,500,000.00 in year three

### C. Administration

29. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information

as reference(s).

**NEC Response:** NEC has a long standing history with several Cooperative Purchasing Programs held directly and through the Partner Channel. With this experience, NEC developed a method for training, implementation, and selling. In the past, the success with coop programs has been with existing customers updating systems and with brand new logos. The high level steps are outlined below.

1. Announcements and training are provided to all NEC sales employees.
2. Account Managers vet and schedule training for Channel Partners. Channel Partners apply through NEC to be added to the program. Partners are expected to meet and uphold certain criteria for addition to the program.
3. Account Managers and Channel Partners educate customers directly and through marketing campaigns. Business Development also assists with customers and the quoting process.
4. The NEC Government and Contracts Teams help ensure a smooth sales process and enforce reporting quarterly.

**NEC redaction:** NEC requests the name of the contact and contact information be redacted from the published response.

**NEC Reference:** National Cooperative Purchasing Alliance (NCPA): Matthew Mackel Phone Number: 832.331.2985 and Email: [mmackel@ncpa.us](mailto:mmackel@ncpa.us)

30. Describe the capacity of your company to report monthly sales through this agreement.

**NEC Response:** NEC's Contracts team has several contracts that collect quarterly sales reports. Each partner onboarded to an NEC held State or National Contract agrees to providing timely and accurate sales reports. These two factors, with the assistance of sales, lead to a smooth reporting process each quarter. NEC takes sales reporting seriously and reserves the right to remove partners for inaccurate or late reporting.

31. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

**NEC Response:** As the Manufacturer, NEC does not provide any of the information above. The Channel Partner will be able to provide these types of reports and reporting will vary from Channel Partner to Channel Partner.

32. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**NEC Response:** In line with other State and Cooperative Contracts, NEC has found the most timely and accurate reporting to be provided quarterly as opposed to monthly.

33. Please provide your company's environmental policy and/or sustainability initiative.

**NEC Response:**

#### **Policy and Long-Term Guidelines for Environmental Initiatives**

As part of its Corporate Social Responsibility activities, NEC seeks to reduce environmental impacts in its own

business activities. At the same time, it is carrying out "environmental management" that contributes to reducing the environmental impacts of society as a whole through providing products and services. Also, to promote environmental management in NEC, it has established the "Environmental Policy" to express its environmental philosophy and action guidelines. Conduct that complies with the charter is expected of all NEC employees including executive officers.

### Environmental Policy

NEC views the operation of business in harmony with the environment as one of our top priority issues and is committed to reducing the environmental impact of the entire global supply chain and contributing to a sustainable society.

1. We will create social value focused on delivering ICT solutions and services leveraging advanced technologies to contribute to the adaptation, and we will contribute to the reduction of the environmental burden on customers and the global environment and to the mitigation of the impacts of climate change.
2. We will assess the environmental impact throughout the entire life cycle of ICT solutions and service development with considerations for reducing environmental burden.
3. We will comply with environmental laws and regulations associated with our business activities, honor agreements with stakeholders, and strive to conserve energy, save resources, and prevent environmental pollution caused by chemical substances and waste along the entire supply chain.
4. We will prioritize the procurement of environmentally friendly hardware, software, and services.
5. We will disclose environmental information regarding our business activities, ICT solutions and services to our stakeholders.
6. We will raise the environmental awareness of each and every one of our employees worldwide and contribute to the conservation of the global environment through the promotion of climate change action, resource circulation, and biodiversity.
7. We will strive to improve an environmental management system with environmental targets and conduct periodic reviews to realize continual improvement.

### NEC Group Environmental Management Action Plan 2020/2030

We have set targets for 2020 and 2030 as milestones toward 2050.

		FY2021	FY2031
1. Contribution to "mitigation"	Reduction in overall CO <sub>2</sub> emissions of society through provision of IT solutions	23 megatons	50 megatons
	Improvement in product energy efficiency (compared to products in FY2014)	30% improvement	80% improvement
2. Contribution of "adaptation"	Preparing for the impacts of climate	change through the provision of Solutions for Society Strengthen competitive power of solutions for social issues and expand contribution through business activities	
3. Reduction of emissions from business activities	Improvement in CO <sub>2</sub> emission intensity through efficiency of energy use (compared to FY2013)	18% improvement	30% improvement
	Conversion to renewable energy (compared to FY2012)	10 times	-



## D. References

34. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

**NEC Response:** The references that NEC listed are focused on customers of varying sizes within Education. NEC will provide other references if requested. NEC considers the contact information below to be confidential and asks that it be redacted from publications.

**Entity Name** – University of New Mexico

**Contact Name and Title** – Mark Reynolds, Associate Director, Core Voice IT Services

**City and State** – Albuquerque, NM

**Phone Number** - (505) 277-5988

**Years Serviced** – 10+ years

**Description of Services** – NEC provides UNM with voice systems and maintenance. There is an ongoing support contract for the next four years. Along with voice, University of New Mexico has been an early adopter of new technologies to the market place and new technologies to NEC. They often serve as a beta customer and provide valuable feedback.

**Annual Volume** - \$2 million

**Entity Name** – Wichita Unified School District

**Contact Name and Title** – Carla Bell, Supervisor, IST

**City and State** – Wichita, KS

**Phone Number** - (316) 973-4000

**Years Serviced** – 15+ years

**Description of Services** – NEC provides support and maintenance for Wichita USD's voice and network infrastructure.

**Annual Volume** - \$500,000

**Entity Name** – Saint Joseph's University

**Contact Name and Title** – Brian Shepherd, Senior Director Telecommunications and Network Services

**City and State** – Philadelphia, PA

**Phone Number** - (610) 660-1619

**Years Serviced** – 5+ years

**Description of Services** – St. Joseph's University is a long time NEC customer of UC and maintenance services.

**Annual Volume** - \$200,000.00

# Tab 4 – Product/Services

## **Products and Services Covered:**

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Building and School Security Products and Services. Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following categories:

Access control systems; including door locking systems with electronic access control, lock down solutions, metal detectors, and other related products and services

Visitor management; including sex offender alerts, unwanted visitors and visitor tracking, approved pickup lists, custodial tracking, and other related products and services

Incident detection, protection, and notification; including campus-wide active shooter detection, mass notification alarms that are separate from fire alarms, two-way radio and alert systems, bullet-resistant glass or film for entrances, and other related products and services (incident door lockdown products)

Perimeter security; including exterior doors with push bars, fencing, vehicle barriers, and other related products and services

Centralized security monitoring solutions; including intrusion monitoring, fire detection, duress alarms, video monitoring, interoperability and access for police and first responders, and other related services and solutions

Video surveillance systems with live viewing and recording capabilities,

Security software; including facial recognition, predictive analytics, behavioral analytics, geofencing, and other related products and services

## **E. Other service offerings**

Respondents are asked to detail other complimentary service offerings they provide, such as:

- Security advisors and consultative services
- Installation services
- Services plans and maintenance
- Financing services such as lease programs and conditional sales contracts

## **F. Comprehensive Offering preferred**

Building and School Security Products and Services can overlap in specific areas with other contracted categories, however while some overlap can occur, it is the intention of Region 10 ESC to contract with one or more suppliers that provide the most comprehensive line of products and service offerings defined within this scope. Region 10 ESC in its sole discretion may score respondents higher based on their ability to provide coverage for the broader portion of products and services defined herein.

**NEC Response:** NEC has read, understands, and complies.

# Tab 5 - Pricing

## **Attachment B**

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Please submit price lists and/or catalogs in excel or delimited format and provide a signed PDF copy for verification purposes.

Pricing must be entered into each worksheet within the Attachment B as follows:

### Core Price List

- Respondents are encouraged to include all high-volume products/services within the scope of this RFP they deem are necessary to show a complete Core Price List
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC

### Other Pricing

- In addition to prices offered in the Core Price List, respondents shall provide a calculation for pricing on all other products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, delivery, tech support, training, labor and other services not already included in the Core Price list should be provided in this worksheet

### Other Discounts

- List additional rebates, discounts off list, delivery size incentives or other price discounts not already provided in the other worksheets.

## **G. Not to Exceed Pricing**

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

## **H. Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

**NEC Response:** NEC has read, understands, and complies. Attachment B – pricing document is attached.

## Tab 6 – Value Add

### NEC Response:

As an Information and Communications Technology (ICT) leader in operation for 120 years, NEC is committed to bringing together and integrating its technology and expertise to create the ICT-enabled society of tomorrow.

#### Transformational Change

NEC is enabling new approaches in how Communications and IT services are delivered and managed so organizations can operate more safely and efficiently including delivering more engaging customer experiences. NEC is committed to Innovation with 9 laboratories throughout the world employing nearly 1,000 researchers. Through this focus on innovation, NEC holds over 64,000 patents.

**NEC Laboratories America:** Complex System Analysis / Sensing / Surveillance / Media Analytic

**NEC Laboratories Japan:** Prescriptive Analytics / Small Data Analytics / Biometrics Identification / Data Security / Quantum Computer

**NEC Laboratories India:** City Mobility / Inter-cities Logistics / Smart City / Payment-Authentication

**NEC Laboratories China:** Machine Learning-based Data Analytics / 5G Wireless Communication

**NEC Laboratories Europe:** AI-based Data Analytics / Blockchain / 5G Virtualization / IoT-AI Platform

**NEC Laboratories Singapore:** Public Safety / City Mobility / Healthcare

Combining innovative capability with a rich Communications and IT portfolio, NEC has provided individuals and enterprises with solutions that cover and enable the full spectrum of business processes for new and improved ways of conducting business. NEC provides an extensive portfolio outside the Building and School Security.

Advanced Recognition Systems	Deep Learning	High Availability UC	Retail
Analytics	Displays	HyperConverged Infrastructure	Servers
Artificial Intelligence	E-Band Radio	Integrated Infrastructure	Smart Workspace
Cloud	Emergency Notification	Microwave Radio	Software Defined Networking
Communications Administration	Energy Storage	Mobility	Storage
Communications Platforms	Enterprise Software	OEM	Unified Communications
Conferencing & Recording	File Sharing	Phones	Unified Messaging & Voicemail
Contact Center	Financial Services	Physical Security Redundancy	UNIVERGE BLUE
Data Networking	High Availability Infrastructure	Projectors	Video Communications

Scope which includes:

For more information on the specific value add products and services that NEC has included, please see the attached literature in Appendix J.

NEC also brings value through the partnership with NEC Displays. Based out of the Chicago area, NEC Displays provides displays, smart boards, and projectors with a large portion of the market place being Education. NEC Corporation of America works hand in hand with NEC Displays to create solutions that fit the needs of our combined Education customer base.

For more information on NEC Displays, please visit <https://www.necddisplay.com/>.

In addition to the products described above, NEC has invested in security services through partnerships outside the scope of this contract. Those include, but are not limited to, business continuity development planning, social media monitoring, due diligence reporting, real-time weapons and explosives detection, drone surveillance and counter drone intelligence, and facilities analysis/optimization for emergency situations.



## Tab 7 - Certificates

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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

**NEC Response:** If awarded, NEC will supply all relevant documentation.

# Tab 8 – Supplemental Information

Attached documentation includes the following:

1. NEC Meeting Center Brochure
2. Fiber Optic Sensing Brochure
3. Front Desk Assistant Brochure
4. Mass Notification Brochure
5. Facial Recognition Brochure
6. Facial Authentication Access
7. Univerge Integration Platform Brochure
8. HYDRAstor Brochure
9. Univerge 3C Brochure
10. SV9000 series Brochures
11. Education E-Book
12. Education Infographic

# Tab 9 – Required Documents

## Appendix H

Required Documents		
Document Number	Title	Document
DOC #1	Clean Air and Water Act	Signed Form Attached Separately
DOC #2	Debarment Notice	Signed Form Attached Separately
DOC #3	Lobbying Certification	Signed Form Attached Separately
DOC #4	Contractors Requirements	Signed Form Attached Separately
DOC #5	Antitrust Certification Statement	Signed Form Attached Separately
DOC #6	Implementation of House Bill 1295	Pg. 50
DOC #7	Boycott Certification	Pg. 51
DOC #8	Terrorist State Certification	Pg. 52
DOC #9	Resident Certification	Pg. 53
DOC #10	Federal Funds Certification Form	Signed Form Attached Separately
DOC #11	Arizona Contractor Requirements	Signed Form Attached Separately
DOC #12	Ownership Disclosure Form	NEC acknowledges. Attached.
DOC #13	Non-Collusion Affidavit	NEC acknowledges. Will be provided upon award.
DOC #14	Affirmative Action Affidavit	NEC acknowledges. Will be provided upon award.
DOC #15	Political Contribution Disclosure Form	NEC acknowledges. Will be provided upon award.
DOC #16	Stockholder Disclosure Form	NEC acknowledges. Attached.
	Open Records Policy Acknowledgement and Acceptance	Signed Form Attached Separately
Attachment A	Requirements for Lead Agency Agreement	Page 54

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**NEC Response:** NEC agrees to these terms.

**DOC #7      BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**NEC Response:** NEC agrees to these terms.

**DOC #8      TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**NEC Response:** NEC agrees to these terms.

**DOC #9      RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☒ I certify that my company is a **"resident Bidder"**  
☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish

the following information: What is your resident state?

(The state your principal place of business is located.)

NEC Corporation of America		3929 W. John Carpenter Freeway	
Company Name		Address	
Irving		Texas	75063
City		State	Zip



## **ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group**

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

☐ Respondent agrees to all terms and conditions outlined in each of the following exhibits

☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

☐ Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.

- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group

## Contact

allenganz@gmail.com

[www.linkedin.com/in/allen-ganz-4329b08](http://www.linkedin.com/in/allen-ganz-4329b08) (LinkedIn)

## Top Skills

Strategic Partnerships

Outsourcing

Licensing

# Allen Ganz

Biometrics | Strategy | Business Development | Startups | Technology

Greater New York City Area

## Summary

Results-driven senior sales and business development executive with over 25 years experience delivering profitable outcomes. Creative, entrepreneurial thinker focused on expanding new business by cultivating business relationships and exploring new markets. Sold identification technology software and systems to large enterprise accounts and managed the process from prospecting to delivery. Deep experience with multi modal biometrics, video analytics, and other emerging technologies.

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## Experience

NEC Corporation of America

Customer Experience Vice President

February 2019 - Present

New York

NEC Corporation of America

Director – Customer Experience | Biometrics Solutions Division

December 2012 - Present

New York

At NEC, I am directing a new company effort promoting facial recognition to emerging sectors including retail, advertising, theme parks, aviation, stadiums and critical infrastructure. This involves driving new models of engagement to transform the guest and customer experience along robust business development, engaging new markets to drive sales and profit objectives.

JMarketing Connections

Co-Founder

November 2009 - December 2012 (3 years 2 months)

New York, NY

Co-Founder of this media and marketing company aimed at the Jewish niche. JMarketing Connections owns several online properties including

jdeal.com, metroimma.com and buyisraelweek.com and offers integrated and multifaceted marketing services that help companies and non-profit organizations reach their target audiences across the Jewish spectrum.

### Ganz and Associates, LLC

#### Principal

June 2008 - November 2009 (1 year 6 months)

Strategic sales and marketing consultant focused on developing creative approaches to helping clients' achieve and exceed their sales objectives, and to market their efforts to strategic channel partners, business leaders and end users. Existing and targeted clients include companies in the security technology industry, alternative energy, financial services, healthcare and other companies selling to domestic and international government agencies and commercial enterprises through direct and indirect channels.

### Identix Incorporated, an L-1 Identity Solutions Company

#### VP International Sales

1998 - 2008 (10 years)

Key player in divisional management team of \$400M publicly traded biometric and identification solutions company. Led business development and strategic alliance activities encompassing OEM technology licensing, channel development and M&A evaluation. Helped position company at start-up phase through multiple public mergers and acquisitions.

### Identification Technologies International

#### Marketing Manager

1996 - 1998 (2 years)

Created, developed and coordinated the production of worldwide marketing programs for this early-stage facial biometrics technology company. Helped position company for acquisition through increased market presence and brand recognition.

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## Education

### University of Miami Herbert Business School

MBA, International Business and Management · (1992 - 1994)

### Drexel University's LeBow College of Business

B.S., Business Administration, Marketing Concentration · (1986 - 1991)

## Contact

[jgtsalisbury@gmail.com](mailto:jgtsalisbury@gmail.com)

[www.linkedin.com/in/joseph-salisbury-ph-d-7485873](http://www.linkedin.com/in/joseph-salisbury-ph-d-7485873) (LinkedIn)  
[www.necam.com](http://www.necam.com) (Company)

## Top Skills

Multi-channel Marketing

Marketing

Market Intelligence

# Joseph Salisbury, Ph.D.

Vice President, Enterprise Sales & Marketing at NEC  
Greater Atlanta Area

## Summary

Senior technology executive with a proven record of success across marketing disciplines, business development, and sales. Recognized by the executive team as a strategic leader and the go to person who is able to manage complex projects and communicate effectively with all levels of the organization. Quickly builds lasting relationships and get the job done by leveraging a unique blend of business savvy and marketing expertise.

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## Experience

NEC Corportion of america  
Vice President, Enterprise Sales & Marketing  
April 2019 - Present  
USA

In addition to my Corporate Marketing and Communications responsibilities, I now oversee NECAM's Direct Sales and Operations Organization.

NEC Corporation of America  
Vice President  
June 2013 - Present  
Irving, Texas

Joe Salisbury is Vice President of Marketing and Corporate Communications at NEC Corporation of America (NECAM). In this role, he is responsible for the execution and integration of all marketing and communications efforts to build awareness and consideration for NEC's Smart Enterprise solutions. Additionally, he is responsible for business development, strategic planning and alliances. A key member of the leadership team, Joe works closely with C-suite leaders to define NEC's growth strategy and expansion into new markets.

HPM Networks  
Marketing Practice and Business Development Leader  
October 2011 - 2013 (2 years)  
Pleasanton, CA

Managing Marketing and Business Development Practice for leading HP reseller with \$300M+ in annual revenue. Responsible for planning, strategy, business development, sales enablement and demand programs with our partners (HP, Oracle, Cisco, EMC, VMware, Avnet)

## IBM

### Business Partner Channel Manager

February 2000 - March 2010 (10 years 2 months)

Responsible for educating, enabling and marketing with IBM's Services Partner Channel. Expanded global Business Partner co-marketing program to emerging markets and managed channels budget within guidelines. Improved Business Partner recruitment and education by refining Business Partner value propositions and developing standardized recruitment assets.

Redesigned the Partner World Services site to improve usability and increase asset downloads.

Key contributor to fall plan and strategy development to include new Hybrid Services Delivery model.

Special projects include GTS Smarter Planet lead and Acquisition team lead.

## IBM

### Mergers & Acquisition Integration Executive

January 2007 - November 2008 (1 year 11 months)

My prior role as a Marketing Integration Executive enabled me to work across all IBM Service integrations beginning at Due Diligence and ending at Transfer of Trade. As a leader on the corporate team I developed and standardized a series of roadmaps to guide all subsequent marketing integration activities. From lecturing on best practices and leading the Integration Community of Practice to developing funding models and executing marketing integration plans my role as a marketing integration leader touched all marketing related functions

## IBM

7 years 10 months

### Marketing Integration Specialist

January 2007 - October 2008 (1 year 10 months)

Provided executive marketing support and expertise across all service acquisitions from on-site due diligence to transfer of trade. Developed a marketing integration roadmap which now serves as the foundation for subsequent IBM integrations. Developed and facilitated marketing workshops

to include Industry Interlock, RTM, Value Proposition Development and Strategic Planning.

Mentor to newly appointed IBM Integration Marketing Managers and acquired professionals.

Successfully integrated multiple acquisitions into Global Technology Services. Identified and communicated integration lessons learned and best practices throughout IBM.

Established a company wide Marketing Integration Community of Practice for best practice sharing and professional development within the Integration space.

### Alliance Marketing Executive

January 2001 - January 2007 (6 years 1 month)

Previously as the IBM/Oracle Alliance Marketing Manager I met or exceeded our campaign revenue targets of 21% as we regularly achieved a revenue target in excess of \$4B. Relationship management, joint solution selling and developing the mid market channel for the Alliance were some of my accomplishments in this role. Prior to this experience I managed marketing for IBM's Alliance with Genesys, Peregrine and Epiphany where I was able to take ISVs little known to the greater IBM and provide them the sales/channel enablement and marketing programs necessary to be successful within IBM's solutions portfolio. Without establishing a solid relationship with the brands, industries and sales teams it would have been impossible to meet and exceed our revenue objectives for these IBM ISVs.

### Global Solutions Marketing

#### Global Marketing Executive

January 2001 - January 2007 (6 years 1 month)

Responsible for global strategy, planning and execution of all marketing activities in support of IBM's Alliance with Oracle, Peregrine, Epiphany and Genesys to include financial and relationship management.

Regularly exceeded Alliance marketing objectives and campaign contribution targets of 21% and Oracle revenue of \$4B.

Initiated and facilitated industry specific planning activities designed to create demand for solutions comprised of partner applications, IBM hardware, software, middleware and business consulting services.

Collaborated with Oracle to develop SMB partner channel to include both Global and Regional Systems Integrators.

Developed global install base segmentation to support multi-touch marketing campaigns.

Developed the Alliance and STG Value Proposition in support of the joint selling strategy.

Received the "Collaborative Partner of the Year" award from Genesys for 2002 and 2003.

#### State University of New York at Buffalo

##### Assistant Professor of Marketing and Business Planning

January 1999 - January 2007 (8 years 1 month)

Classes included: Business Planning & Strategy, Organizational Communication, Advanced Organizational Communication, Speech Communications

#### Global Solutions Marketing

##### Senior Marketing Manager

January 2000 - January 2001 (1 year 1 month)

Developed and maintained IBM's CRM Business Plan and global marketing strategy to include ISV portfolio management.

Strategic portfolio recommendations led to an alliance with Epiphany.

Worked with geo counterparts to translate the global strategy into geo specific plans.

Developed CRM Value Proposition and communications strategies.

Established CRM priorities for the industries by providing content relative to opportunity, positioning and ISV competency.

Created a structured protocol for identifying and selecting new ISVs.

#### S&D Market

##### Senior Research Consultant

January 1999 - January 2000 (1 year 1 month)

Served as an internal consultant responsible for designing, executing and communicating primary research results throughout IBM.

Global projects included: wants & needs, segmentation, communications development and testing, solution optimization, brand image and awareness tracking. Projects focused on the following segments: ISP, ASP, Portals, Hosting and e-markets within the Enterprise and SMB space.

Received the Gary Bridge Research Excellence Award for developing a standardized

quantitative process for global communications development.

Presented with the Marketing Excellence Award for the development of a NetGen/e-markets knowledge base.



## MSI International East Inc

### Vice President

January 1998 - January 1999 (1 year 1 month)

Developed a high tech research practice within MSI based on neural network analysis.

Managed a global team of 6 research professionals.

International projects include: product development, customer satisfaction, advertising research, communications research, media tracking, segmentation and e-commerce research campaigns.

A partial client list includes: Microsoft, IBM, Peco Energy and Toyota.

## Barnett & Salisbury Communication Consultants Inc

### Senior Associate / Managing Partner

January 1994 - January 1998 (4 years 1 month)

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## Education

### University at Buffalo

Ph.D., Marketing Communications · (1996 - 1999)

### San Jose State University

M.A., Speech Communications · (1992 - 1994)

## Contact

[www.linkedin.com/in/keith-terreri-595b4bb](http://www.linkedin.com/in/keith-terreri-595b4bb) (LinkedIn)

## Top Skills

Corporate Treasury

Risk Management

Investor Relations

# Keith Terreri

Chief Financial Officer SVP of Corporate Operations & IT  
Irving, Texas

## Summary

Highly Motivated, Personable and Versatile Financial Executive with over 30 years of Financial Experience

Seasoned Corporate Finance Executive with experience in high-growth and stable businesses

Significant experience with companies moving from private equity ownership to public ownership

ERP conversions, BPO execution, Corporate Cost and Staff Restructuring

Successfully managed two IPO's, lead Investor Relations Officer in both with significant sell-side and buy-side Wall Street experience, Quarterly Earnings Calls

Strong management, organizational and presentation skills

Bank Relationships, both commercial and Investment Banks, Strategic Alliances

Experience in highly leveraged companies and US subsidiaries of Foreign Companies

Successfully restructured, built and maintained high quality Finance and Investor Relations departments

Mergers & acquisitions, Strategic planning & valuation, Capital Markets experience

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## Experience

NEC Corporation of America

Chief Financial Officer SVP Corporate Operations & IT

May 2014 - Present

Irving

Responsible for large team (100+) of Accounting, FP&A, Internal Audit, Credit & Collections, Order Processing, Procurement and Supply Chain professionals. US subsidiary of Japanese company NEC. Approximately \$500 million of annual revenue.

- > Member of the Corporate Executive Management team supporting all Business Units
- > Most Senior US Finance Executive at NECAM
- > Executive Sponsor of "Roadmap to Profitable Growth" Initiative
- > Executive Steering Committee member for SAP Hana ERP conversions

Responsible for:

- Operational Finance

Financial Planning & Analysis – Budget and Strategic Plan development and monitoring, monthly financial analysis and reporting, business case analysis

Accounting – G/L accounting, accounts payable, payroll, purchasing cards, subsidiary reporting

Internal Audit – J-SOX, internal audit monitoring and investigations

- Corporate Operations

Procurement - Procurement of all direct and indirect goods, vendor contracts, vendor management, and interface of vendor systems & information with corporate ERP systems

Supply Chain/Warehousing - Supply Chain operations, including coordination with global suppliers, purchasing, warehouse management, logistics and planning, and detailed inventory management.

Credit & Collections - Credit research, approvals and management, Accounts receivable management and collections

Order Management - Processing and management of all customer orders, coordination with sales teams, and accuracy of ERP systems

**BenefitMall**

Vice President & Treasurer

May 2013 - May 2014 (1 year 1 month)

Dallas, TX

**MetroPCS**

## VP Finance & Treasurer

July 2006 - April 2013 (6 years 10 months)

Senior-level finance executive responsible for Treasury, Risk Management and Investor Relations

- Hires, trains and directs team and provide leadership in the execution of departmental responsibilities
- Treasury Operations – develop, execute and maintain/monitor daily cash and debt activities to insure adequate liquidity for company's needs
- Debt management of over \$4.5 Billion in bank and high yield loans
- Rating Agencies – Actively manage relationship with Moodys and Standard & Poors
- Capital Markets/Capital Structure – Works with CFO on capital structuring, evaluating and performing due diligence on proposed financings, executing and monitoring those structures
- Payment Operations – Develops and executes payment strategies related to the dealer collection of customer payments and in-store receipts
- Insurance – Develops and executes a risk management program that adequately protects the assets of the company
- Dealer Credit & Collections – Develops and executes credit and collection strategies for over 1100 active MetroPCS dealers.
- Investor Relations – Develops and recommends investor relations strategies, direct and oversee investor relations department

### Actions and Significant Results:

- Significant contribution to Recapitalization (2006/2010) and IPO process (2007)
- Established investor relations function – presenter at several conferences in 2011 and 2012
- Capital markets issuance – IPO, High Yield Bonds, Bank Loans approximately \$10 Billion
- Significant Hedging Experience
- Redesigned Indirect Dealer Credit and Collections process

- Established Bank/Bond Covenant Compliance Monitoring
- Cash & Risk Management (Insurance)
- Hired and maintained high-quality Treasury department

## Valor Telecom

### VP Finance & Treasurer

2001 - 2006 (5 years)

#### Actions and Significant Results:

- Led \$11 billion merger of Valor and Alltel
- Led IPO process for Valor and acted as liaison with Wall Street during CFO absence
- Structured Valor investor relations plan pre- and post-IPO
- Led Valor recapitalization \$1.7 billion and Capital markets issuance – Senior Notes \$400 million, Common Stock \$440 million
- Led due diligence on numerous “target” transactions
- Developed strategic planning models for mergers & acquisitions, forecasting and valuation

Responsibilities: As member of senior management, partnered with other Valor executives to develop and enhance the profitability of the company over five year period. Investor relations, institutional debt relations, insurance, hedging, investment banking, financial planning & analysis, commercial banking, cash management, debt management, bank covenant compliance, defined benefit plan and defined contribution plan management, capital expenditures business case approval, financial planning, valuation modeling, credit & collections, payroll, enterprise risk management.

## RCN Corporation

### VP & Treasurer

January 1998 - June 2001 (3 years 6 months)

#### Actions and Significant Results:

- Overall responsibility for providing access to capital markets for capital intensive business
- Managed investment portfolio of \$2.5 - \$4 billion
- Negotiated credit agreement terms and conditions for \$1 billion senior secured credit facility
- Designed treasury and risk management functions from ground up
- Developed strategic planning models-mergers & acquisitions, forecasting and valuation, financial planning & analysis
- Developed and implemented process improvements

Hanson Plc

Treasurer & Corporate Controller, Assistant Treasurer, Manager of Finance, Financial Analyst

December 1989 - December 1997 (8 years 1 month)

Deloitte & Touche

Staff Accountant

September 1987 - December 1989 (2 years 4 months)

Public accounting staff accountant in Audit division

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## Education

University of Notre Dame

BBA, Accounting · (1983 - 1987)

Morristown High School

· (1980 - 1983)

## Contact

214-797-0140 (Mobile)  
marc.hebner@necam.com

[www.linkedin.com/in/marchebner](http://www.linkedin.com/in/marchebner)  
(LinkedIn)  
[www.necam.com/main/](http://www.necam.com/main/) (Company)

## Top Skills

Channel Partners  
Solution Selling  
Selling

## Languages

English

## Honors-Awards

President's Club FY15

# Marc Hebner ☁️#

Vice President - Channel, Americas at NEC Corporation of America  
Dallas, Texas

## Summary

In a few words, I'm a sales professional who has achieved great success by having one singular focus...aligning my organization's solutions to solve significant problems for our clients.

Today, I lead a team of three Vice Presidents who lead NEC's US, Canada and Latin American channel sales focused on our Unified Communications, Contact Center, UCaaS, Facial Recognition, Cloud and IT portfolios as part of NEC's Smart Enterprise and Smart Workspace framework.

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## Experience

NEC Corporation of America

8 years 6 months

Vice President - Channel, Americas

2019 - Present

Dallas, Texas

Enterprise Sales Director

August 2014 - April 2019 (4 years 9 months)

Irving, Texas

As Sales Director, I'm responsible for NEC's enterprise channel partners in the eastern half of the US. In this capacity, I lead a team of twelve sales and engineering professionals in achieving NEC's revenue goals and supporting our channel partners in developing their business.

Sr. Manager of Business Development

August 2011 - August 2014 (3 years 1 month)

Irving, Texas

My primary role is in developing and supporting NEC's initiatives in penetrating and closing Enterprise opportunities. This is done by identifying a customer's key business initiatives and aligning NEC's suite of enterprise-level products as well as, NEC's key channel partners to assist the customer in achieving their objectives.



Additionally, my role includes identifying and partnering with non-NEC, enterprise level, systems integrators to expand NEC's current dealer channel and drive future revenue growth.

Moreover, I am responsible for identification and development of key programs to help increase business development efforts. These include financing initiatives, lead sourcing, and working with key marketing personnel to deliver a concise and effective message to NEC partners and customers.

### NEC Corporation

#### Regional Sales Manager

March 2007 - August 2011 (4 years 6 months)

Irving, Texas

My primary role was to coach and mentor NEC channel partners throughout 23 states located in Central and Southeastern US on the benefits of leading with financing and selling on a monthly payment with their end-user customers. Success was defined by a total increase in financed dollars, increase in applications, and an increase in the number of transactions financed as opposed to being closed with a "cash purchase".

Additional responsibilities include creating customized financing structures, obtaining credit information, analyzing data to ensure client meets NEC's thresholds for consideration, customizing programs and promotions for dealers, and negotiating terms and conditions with customers to secure business.

### Office Depot

#### Regional Sales Manager

February 2006 - March 2007 (1 year 2 months)

Fort Worth, Texas

Responsible for managing and driving 10 Account Manager's sales volume in Office Depot's newly-created production print division. This was accomplished primarily by identifying and qualifying the customer's current production print needs and delivering clients a custom solution through Office Depot's Design Print & Ship Division. Solutions include offset press, production print, wide-format printing, signage, and banners.

### Datamax of Texas

#### Area Sales Manager

February 2006 - January 2007 (1 year)

Responsible for the management of a sales team of six focused on selling document solution.

#### Konica Minolta

##### Branch Sales Manager

December 2000 - August 2005 (4 years 9 months)

Responsible for managing, coaching, and mentoring a team of seven Account Managers in delivering Konica Minolta's document solutions. Solution offerings include hardware solutions such as multifunction devices as well as, software solutions including OCR and document storage applications.

Additional responsibilities include developing and managing campaigns to increase business through marketing and prospecting efforts. Success was defined by achieving and maintaining an annual target of at least \$2.4M in annual revenue as well as, penetrating and closing a minimum of 60 new business opportunities per year.

---

## Education

#### University of North Texas

Master of Business Administration (MBA), Information  
Technology · (2017 - 2019)

#### University of North Texas

B.S., Biology Minor in Chemistry · (1995 - 2000)

## Contact

ram.menghani@necam.com

[www.linkedin.com/in/ram-menghani-01050](http://www.linkedin.com/in/ram-menghani-01050) (LinkedIn)

## Top Skills

Product Management

Telecommunications

Product Development

# Ram Menghani

Vice President at NEC Corporation of America

Dallas/Fort Worth Area

## Summary

Telecom exec with broad experience in all aspects of product development, business development and wide variety of business applications. Direct experience with advanced telecom projects, Value-add product development and OEM relationship management. Interested in executive position with telecommunication and software development area.

Specialties: Experience Business development and OEM product development executive. Visionary Entrepreneur - Maintained growth and profits for past 10 years. Increased Market share to 2nd place in 2004.

---

## Experience

NEC Corporation of America

Vice President

September 2011 - Present

Irving, Texas. USA

NEC Corporation of America

General Manager - Product Management & Product Development

2009 - April 2012 (3 years)

Telecom exec with broad experience in all aspects of product development, business development and wide variety of business applications. Direct experience with advanced telecom projects, Value-add product development and OEM relationship management. Interested in executive position with telecommunication and software development area.

NEC Corporations of America

General Manager , Product management/ Product Development

October 2001 - October 2011 (10 years 1 month)

NEC Corporation of America

General Manager- Product Management and Product Development

October 2001 - October 2011 (10 years 1 month)

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## Education

UTA

MS EE, Electrical Engineering

# 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 **3929 W John Carpenter Freeway, Irving, Texas 75063** ("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**

LIABILITIES ARISING FROM USE OF INTELLECTUAL PROPERTY BEYOND THE PERMITTED SCOPE (SECTION 16) OR FOR BREACHES OF CONFIDENTIALITY (SECTION 15).

## **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. PRIVACY RIGHTS.** CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD NEC HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INTEREST AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF, RELATING TO, OR RESULTING FROM A CLAIM THAT CUSTOMER'S USE, MARKETING OR DISTRIBUTION OF ANY NEC PRODUCT ARE NOT IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND GOVERNMENTAL ORDERS including, but without limitation, all applicable privacy and data protection laws, and (b) at its own expense, obtain and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, authorizations, approvals and government filings and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations under this Agreement and for use of the Deliverables.

**18. 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.

**19. RESTRICTIVE COVENANTS**

a. 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.

b. Each Party agrees that it shall not to 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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  
3929 W John Carpenter Freeway  
Irving, TX 75063

**25. 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.

**26. 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

**Customer**

By:

Name:

Title:

Date:

AUTHORIZED REPRESENTATIVE OF EACH PARTY.

**27. 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  
☐ **and/or**  
☐ 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:

Title:

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/thedeniallist.asp>

#### **Unverified List:**

[http://www.bis.doc.gov/enforcement/unverifiedlist/unverified\\_parties.html](http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html)

#### **Entity List:**

<http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>

#### **Specially Designated Nationals List:**

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

#### **Debarred List:**

<http://www.pmddtc.state.gov/compliance/debar.html>

#### **Nonproliferation Sanctions:**

<http://www.state.gov/t/isn/c15231.htm#>

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 NEC do not require access on a routine basis to PHI, and any exposure to electronic PHI ("EPHI") (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, NEC 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

164.308(a)(4)(ii)(A) Isolation Health Clearinghouse functions  
164.308(a)(7)(i) Contingency plan for loss of PHI  
164.308(a)(7)(ii)(A) Data backup plan for PHI  
164.308(a)(7)(ii)(B) Disaster recovery plan for PHI  
164.308(a)(7)(ii)(C) Emergency Mode Operation Plan  
164.308(a)(7)(ii)(D) Testing and revision procedures  
164.308(a)(7)(ii)(E) Applications & data criticality Analysis  
164.308(b)(i) Business Associate Contracts & other arrangements  
164.308(b)(4) Other arrangements of satisfactory assurances.

### Physical Safeguards:

164.310(b) Workstation use for PHI  
164.310(c) Workstation physical safeguards  
164.310(d) Device and Media Control  
164.310(d)(2)(i) Disposal of PHI  
164.310(d)(2)(ii) Media Re-use  
164.310(d)(2)(iii) Accountability record of movements of hardware & media  
164.310(d)(2)(iv) Data backup and storage

### Technical Safeguards:

164.312(a)(2)(ii) Emergency access procedure  
164.312(a)(2)(iv) 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 NEC**

NEC 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.

### **C. Miscellaneous**

CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD NEC HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INTEREST AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF, RELATING TO, OR RESULTING FROM A CLAIM THAT CUSTOMER'S USE, MARKETING OR DISTRIBUTION OF ANY NEC PRODUCT ARE NOT IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND GOVERNMENTAL ORDERS including, but without limitation, all applicable privacy and data protection laws, and (b) at its own expense, obtain and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, authorizations, approvals and government filings and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations under this Agreement and for use of the deliverables and services.



**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**

**COMPLETED?      Date**

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 ("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:**

	<b>SOW/Change Request</b>	<i>Equipment</i>	<i>Services</i>	<i>Total</i>
a.	Previous Project Price	\$	\$	\$ 0.00
b.	Change Order Price	\$	\$	\$ 0.00
c.	New Value of SOW:	\$	\$	\$ 0.00

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").

NEC Corporation of America

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## **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](mailto:abuse@NECAM.com).

## MPA APPENDIX 1 PRODUCTS & PRICING SUPPLEMENTAL TERMS

This Appendix is applicable to the purchase and delivery of Products under the MPA between Customer and NEC. The pricing and Product Deliverables are described in Exhibits hereto all of which constitute this "Appendix". This Appendix is a part of, and incorporated into the MPA.

### 1. **Product Definitions:**

a) **"Additional Purchases"** During the Term of the MPA Customer may issue a Purchase Order for additional Products at then current list prices or in accordance with an NEC quotation.

b) **"Drop Ship"** means the Products will be shipped EX WORKS to Customer's site within the United States at the site location identified in Customer's Purchase Order or an Exhibit to this Appendix 1. Drop Ship orders may be installed by NEC or may be required to be installed by Customer.

c) **"Installation"** shall mean Services required to install purchased Products, test and commission the Products, and successfully complete Acceptance Testing.

d) **"Licensed Products"** NEC Software Products shall be licensed as described in the MPA, or by a click-wrap license with the Products, or by execution of an NEC End User License (EULA), or license terms, if any, attached in an Exhibit to this Appendix 1.

### 2. **Product Deliverables.**

The Products to be purchased under the MPA and this Appendix are listed on Exhibit 1-A hereto. Installation services related to the Products shall be governed by Appendix 2 attached hereto.

### 3. **Product Pricing.**

The price of the Products is set forth in Exhibit(s) hereto. When NEC is tasked with installation of the Products the price of the Products shall include installation unless otherwise noted on Exhibit 1-A or supplemental Exhibit.

### 4. **Product Warranty.**

Unless otherwise noted in Exhibit 1-A, the warranty period for hardware Products shall be

twelve (12) months from Delivery; for Software Products shall be 90 days from activation. The rights and remedies for a warranty claim are described in Section 6 of the MPA.

### 5. **Proof of Delivery**

Upon receipt of the Products, Customer shall sign a Proof of Delivery document ("POD") presented by NEC.

### 6. **Invoicing**

Unless otherwise noted in an Exhibit(s), invoicing of Products shall be as follows:

100% of Product price invoiced upon Delivery;  
50% of related Services upon execution of this Appendix 1/MPA; and,  
50% of related Services upon Acceptance.

Payment shall be due in accordance with Section 4 of the MPA.

### 7. **Product Returns or Exchanges**

In the event Customer elects to exchange or return a Product, NEC will be entitled to charge a reasonable restocking fee for the returned or exchanged Product.

**EXHIBIT 1-A PRODUCT TEMPLATE FOLLOWS**

**MPA APPENDIX 1 – EXHIBIT 1-A  
PRODUCTS Template**

The following Products are offered for sale pursuant to the terms of the MPA and this Exhibit 1-A.

1. The Products sold to Customer are listed on the Product Quote attached hereto.

2. Price

The Price of the Products and Services sold are shown in the Product Quote attached hereto.

3. Warranty

Unless otherwise noted in the Product Quote, the standard warranty term of one (1) year from shipment on Hardware and ninety (90) days from Software activation shall apply.

4. Special provisions

Add below any special provisions that apply to this sale that do not appear in the Product Quote of Statement of Work.

## MPA SERVICES APPENDIX 2

This Appendix is applicable to professional services including, but not limited to, installation services, integration services, maintenance services and hosted and network managed services. The scope of Services and pricing are defined in Exhibits as an agreed Statement of Work ("SOW") executed by the parties and attached hereto. This Appendix and all Exhibits (collectively "Appendix 2") are a part of, and incorporated into the Master Purchase Agreement ("MPA").

### 1. Definitions.

These supplemental definitions shall apply to Services rendered under this MPA.

(a) **"Change Order"** means any mutually agreed and executed written order modifying the SOW, the price, or any other term of this Appendix and applicable Exhibit relating to Services Deliverables.

(b) **"Completion Date"** means the estimated completion date set forth in the applicable SOW or a project schedule for Acceptance Testing or Services to be completed.

(c) **"Exhibit(s)"** means any SOW describing the Services to be rendered, and any Service Level Agreement included therein. The Purchase Order shall reference this MPA and applicable SOW Exhibit.

(d) **"Firm Fixed Price" or "FFP"** means Services offered as a Firm Fixed Price which is inclusive of all service fees and Deliverables as identified in an Exhibit to this Appendix. Prices do not include taxes, applicable freight costs, or customs fees unless included in Exhibits hereto.

(e) **"Maintenance Services"** means the level of maintenance support for the hardware and software Covered Components of Customer's communications network if purchased by Customer and further defined in this Appendix 2, Exhibit 1 hereto.

(f) **"Managed Hosting Services"** means hosting and management of servers, operating systems, shared storage services (SAN.NAS), backup services, network and security infrastructure, and monitoring of Customer's hosted applications if purchased by Customer and further defined in this Appendix 2, Exhibit 3 hereto.

(g) **"Network Managed Services or nManage Remote Managed Services"** means network monitoring and management of Customer's IP/Hybrid Telephony, server, operating system and application/ database if purchased by Customer as further defined in Appendix 2, Exhibit 2 hereto.

(h) **"Pricing"** for Services shall be set forth in the applicable Exhibit hereto and may be based upon FFP or T&M or a combination thereof.

(i) **"Time & Materials Price" or "T&M"** means Services offered on an hourly basis at defined labor rates plus any materials or tools of the trade or other costs as described in an Exhibit to this Appendix.

### 2. Services and Products

NEC will perform the Services described in this Appendix and related Exhibit(s) and tender the Products described in the applicable Appendix 1 Exhibit(s) hereto pursuant to the terms of the MPA. NEC will use commercially reasonable efforts to do so by the Completion Date set forth in the related Exhibit, an agreed Project schedule or an accepted Delivery Date set forth in an accepted Purchase Order. Completion Dates may be extended due to causes beyond NEC's control. The parties shall designate a Customer representative and NEC PM to direct their respective employees and with sufficient authority to represent the respective parties on all technical, administrative, or supervisory matters.

### 3. Changes in Scope

In the event either party desires to change this SOW, the following procedures will apply:

3.1 The party requesting the change will deliver a "Change Request" (MPA Schedule C) to the other party. The Change Request will describe the nature of the proposed change; the reason for the change, and the effect the change will have on the Project, which may include changes to the Deliverables and the Project schedule.

3.2 A Change Request may be initiated by either party for any changes to the SOW. The NEC PM and the Primary Contact will review the Change Request and negotiate, in good faith, any changes to the Deliverables and additional charges, if any, required to implement the Change Request.

3.3 If both parties agree to implement the Change Request, an authorized representative



of each party will sign the Change Request (MPA Schedule C), and (if applicable) Customer will issue a revised PO to NEC. Absent issuance of a Purchase Order, upon execution of the Change Request by both parties, it will be made a part of this Appendix and become a binding change order ("Change Order").

3.4 NEC is under no obligation to proceed with any Change Request until such time as the Change Request has been agreed and executed by both parties, and Customer has issued a revised PO (if required for Customer's invoice approval process).

3.5 If there is a conflict between the terms and conditions in any Change Order and the terms and conditions of this Appendix or applicable Exhibit, or the terms and conditions of any other Change Order, the terms and conditions of the most recent Change Order will prevail.

#### 4. Project Schedule

If not provided in the attached Exhibit, NEC will confer with Customer within five (5) business days after the Effective Date of any Exhibit, to define a Project schedule. The Project schedule will include, but is not limited to, the Project commencement date, any significant Project milestones, and the anticipated Project Completion Date.

#### 5. Project Deliverables

The Products, Services and site locations where work is to be performed and the price for such Deliverables shall be set forth in an Exhibit hereto. If, as a result of the Acceptance Tests, it is demonstrated that the Deliverables fail to materially conform to the Specifications, Customer may notify NEC in writing that it rejects the Deliverables. Upon receipt of such notice, NEC will have thirty (30) days in which to demonstrate, to Customer's reasonable satisfaction that the Deliverables materially conform to the Specifications. Customer agrees that Acceptance will not be unreasonably withheld. In the event that NEC fails to demonstrate, to Customer's reasonable satisfaction, that the Deliverables materially conform to the Specifications, Customer's sole and exclusive remedy is to terminate this Agreement subject to Section 15.3 of the MPA and receive a refund of any monies paid to date.

#### 6. Responsibility of the Parties

### MPA Appendix 2 – Services

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#### 6.1 NEC will: (for Projects)

- a) Perform Product inventory
- b) Deliver Services and Product per site specified by Customer
- c) Assign a Project manager ("PM") to serve as NEC's Single Point of contact ("SPOC") and assign a backup SPOC, for all aspects of this Project, including: Project scheduling, defining Project requirements, change control, escalation, implementation planning and Project completion.
- d) On or after Project Completion Date, NEC will notify the Customer that the Project is complete by presenting the Project Completion Checklist (MPA Schedule B).
- e) Promptly correct Punchlist items properly identified by Customer in accordance with the requirements of Section 7.g) below, and upon completion, NEC will resubmit the Project Completion Checklist to Customer.
- f) Additional NEC responsibilities may be itemized in an Exhibit attached hereto.

#### 7. Customer will: (for Projects)

- a) Assign a primary contact ("Primary Contact") and backup contact for all aspects of this Project, including: Project scheduling, defining requirements, ensuring delivery of necessary information and access, change control, escalation, storage areas, Implementation planning and Project Completion.
- b) Unless otherwise agreed to by the parties, provide information and documentation required by NEC within two (2) business days of NEC's request.
- c) Provide proper security clearances and/or escorts as required to access the Customer Site.
- d) Review all Deliverables provided in accordance with the mutually agreed upon Project schedule, and will communicate any perceived material deficiencies in a timeframe that will allow NEC to validate such deficiencies, and if validated, correct and resubmit the Deliverables so that subsequent activities that will not be materially delayed.
- e) Ensure that any Customer staff needed to allow NEC to complete the Project will be made available on an as-needed basis and that Customer staff are sufficiently qualified and familiar with the goals of the Project, and the products, techniques, and technologies used in the Project to allow them to carry out their respective duties and assignments.

- f) Provide all documentation to NEC, that is needed for NEC to complete the Project including, but not limited to copies of Customer's standards, policies, and specifications applicable to the Project. This documentation will be provided in a timeframe that is consistent with the Project schedule.
- g) Within ten (10) days after receipt of the Project Completion Checklist, Customer will either: (a) promptly sign the Project Completion Checklist and return it to NEC or (b) provide NEC with a written notification (ie. "Punchlist") detailing how the Project fails to materially conform with the then-current requirements of this SOW. Items that are not expressly included in the then-current scope of the Project shall not qualify as Punchlist items. If Customer fails to provide a Punchlist or sign and return the Project Completion Checklist to NEC within ten (10) days of receipt, the Project will be complete and NEC will be entitled to invoice Customer. Upon NEC's correction of all bona fide Punchlist items, Customer will promptly sign the Project Completion Checklist and return it to NEC. If Customer fails to sign and return the Project Completion Checklist to NEC within five (5) days of NEC's completion of Punchlist items, the Project will be complete and NEC will be entitled to invoice Customer.
- h) Provide adequate environmental and space requirements for the installation of the equipment per manufactures specification, NEC will perform a site survey and inform Customer of any changes required.
- i) Provide all cabling and patch cables required to include termination (both ends), labeling and testing of the cables
- j) Provide all Data Networking components and configuration required for the proper operation of the equipment and Peripheral Applications to include but not limited to the following:
  - i) Ethernet Ports, Power over Ethernet (PoE) & IP Addressing
  - ii) DHCP, FTP, TFTP Server
  - LAN/WAN Quality of Service
  - iii) Firewall, Routers, L2/L3 Switch configuration
  - iv) LAN/WAN security
  - v) VLAN Configuration
  - vi) Data circuits for IP connectivity
  - vii) Equipment Racks
  - viii) Primary and Back-up Power
  - ix) Personal Computer
  - k) Freeze and/or process to track any changes to databases before install is complete.

- l) Work with NEC's PM to develop an implementation plan and timeline as well as the date and time of system cutover
- m) Communicate cutover/downtime with Customer Staff
- n) Provide and coordinate the method / process for Customer staff to report and track any issues that may arise during cutover and post cutover to NEC technical staff for resolution.
- o) Determine the date and time of cutover and communicate to the user community the potential downtime window and implement coverage plan.
- p) Provide a training room for NEC basic system user training and develop training schedules and coordinate employee attendance and tracking training attendance.

## **8. Assumptions and Limitations (for Projects)**

Customer and NEC agree that any deviation from the following assumptions may result in an adjustment in the rate (s) /price (s) identified in the attached Exhibit(s) and are subject to the Change Order process in Section.

8.1 Customer imposed delays such as lack of completed site preparation or Customer's failure to meet any of its responsibilities, Deliverables or action items as set forth in a SOW, may result in a price increase at NEC's prevailing time and materials rates plus expenses. If Customer delays exceed 60 days, NEC may terminate the Services Exhibit and invoice for all work completed and all costs incurred to date of termination.

8.2 The Services required by the Customer to be performed outside of Normal Business Hours, unless otherwise planned for and noted, shall incur additional charges in accordance with NEC's prevailing labor rates. NOTE: When an "overtime" or "off hours" Implementation is purchased, the cost is calculated based on any time period outside the standard 8:00 AM to 5:00 PM business day.

8.3 The Customer's network architecture design shall not change between the date of Customer's execution of this SOW and the completion of all Services contemplated hereunder.

8.4 Unless purchased through NEC, the Customer is responsible for the availability, ordering and installation of any required voice or data circuits.

## **MPA Appendix 2 – Services**

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8.5 Unless otherwise agreed to by NEC in writing, NEC does not guarantee the assignment of any specific personnel for this Project. NEC requires a minimum Project schedule extension of 30 days for any personnel change requests made by Customer.

8.6 Customer agrees to provide assistance, cooperation, information, equipment, data, including but not limited to a suitable work environment and resources reasonably necessary to enable NEC to perform the Services. Customer acknowledges that NEC's ability to provide Services and meet Project milestones as described in this SOW may be affected if Customer does not provide reasonable assistance as set forth above. NEC may be relieved of its obligation to meet milestone dates if Customer's tasks and/or milestone dates are not met.

8.7 If the scope of the Project expands beyond the Deliverables defined in a SOW, Customer may be required to pay NEC additional fees and expenses incurred by NEC.

8.8 Other assumptions and limitations may be included in a Service-specific Appendix.

The following are not covered under this SOW:

8.9 Support or replacement of Equipment or Software that has been altered, modified, mishandled, destroyed, or damaged by natural causes or due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable NEC or manufacturer-supplied documentation.

8.10 The Services and Equipment required for software or hardware problem resolution resulting from third-party products or unforeseen circumstances.

8.11 Any additional network audit, network assessment, network design, consulting, and/or training Services shall be offered under a separate Statement of Work.

8.12 Other exclusions may be included in a Service-specific Appendix.

#### **Customer Acknowledges & Agrees that:**

8.11 Criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented;

8.12 Information technology developments, configuration or implementation changes, software modifications (including routine

maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures;

8.13 Information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools, which result in ever-growing security risks and potential for causing damage to persons and property;

8.14 NEC does not make any representation or warranty (a) that Customer's or any third party's information technology, software, information, equipment, facilities, or personnel are or will be, (i) secure or safe from harm or (ii) secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding, or (b) that NEC will provide ongoing warnings regarding such exposures;

8.15 NEC does not provide legal services or represent or warrant that the Services or products NEC provides will ensure Customer's compliance with any particular law, including but not limited to any law relating to security or privacy;

8.16 It is Customer's responsibility to engage competent legal counsel to advise Customer as to the identification and interpretation of any relevant laws that may affect Customer's business and any actions needed for compliance with such laws; and

8.17 NEC has no fiduciary duties to Customer relating to or arising out of the Services or products, nor do NEC and Customer have a "confidential or trust relationship" with respect to such Services or products.

8.18 Customer is solely responsible for complying with the legal obligations of all local country data protection legislation, in particular with the legality of transmission of data to NEC and the legal requirements for processing of data.

8.19 Customer agrees to indemnify and hold NEC and its licensors, affiliates and subcontractors harmless from and against any and all costs NEC incurs which are directly related to claims brought against NEC by third parties arising out of or associated with any breach of Customer's responsibilities or any other failure to comply with the terms of this Agreement.

8.20 Customer will own and remain responsible for data at all times and NEC will not accept any liability resulting from the contents of any data contained in/on the equipment handed over to NEC or a third party under the terms of this Agreement.

## 9 License & Ownership Rights

**9.1 NEC Standard Materials.** In connection with the provision of Services hereunder, NEC may provide certain materials and information proprietary to NEC and provided or used by NEC in the provision of Services, ("NEC Standard Materials"). Customer acknowledges that all right, title and interest in and to all NEC Standard Materials is and remains the exclusive property of NEC or its suppliers. Subject to Customer's payment of all fees under the applicable Statement of Work and/or Change Order, NEC hereby grants to Customer a non-exclusive and non-transferable (except as set forth in Section 16) license to use the NEC Standard Materials solely for the internal business purposes of Customer.

**9.2 NEC Standard Components.** In connection with the provision of Services hereunder, NEC may provide certain software components ("NEC Standard Components") to Customer, which may be in source or object code form. Customer acknowledges that all right, title and interest in and to all NEC Standard Components is and remains the exclusive property of NEC or its suppliers. Customer will not, and will not allow any employee or third party (i) to, copy, reverse engineer, modify, improve and/or create derivative works of, copy, reverse engineer, or retrieve or read all or any portion of the source code of the NEC Standard Components, irrespective of the medium in which the NEC Standard Components may be contained or embodied. In the event that any employee or third party modifies, improves or creates derivative works from NEC Materials, whether or not in violation of this Agreement, Customer will cause all right, title and interest in and to such modifications, improvements and/or derivative works to be assigned to NEC.

**9.3 Retainment of Rights.** Notwithstanding any ownership rights that NEC may grant to Customer, Customer agrees that NEC retains

the right to re-use, transfer, distribute and license to any of its current and future customers any of its NEC Standard Materials and NEC Standard Components.

**9.4 Customer Materials.** The parties acknowledge and agree that all right, title and interest in and to all materials and information supplied by Customer for use in the delivery of the Services (all, collectively, "Customer Materials") will be owned exclusively by Customer. In addition, if the Services will include reports, information, analysis, schematics, design documents and architecture blueprints and surveys (all collectively, "Reports") which are created by NEC for Customer, all right, title and interest in and to all Reports will be owned exclusively by Customer.

**9.5 Components assigned to Customer.** All Customer custom components, exclusive of the NEC Standard Components and NEC Standard Materials, which are created under a Statement of Work and/or Change Order, including but not limited to computer code, data, improvements, developments, patents, copyrights, trade secrets, or other proprietary rights are hereby assigned by NEC to Customer, subject to Customer's payment of all fees under the applicable Statement of Work and/or Change Order (including license fees, if any).

## 10. Customer Indemnification

Notwithstanding any term herein to the contrary, if Customer requests NEC to perform work on software or hardware, Customer represents and warrants that it has the right to permit NEC to do so and agrees to protect, defend, hold harmless and indemnify NEC from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) arising from an assertion by a third party (including, without limitation, a licensor of that software or hardware) based on or arising out of alleged or actual infringement or other violation by NEC or Customer of that third party's rights.

## 11. Services Warranty.

Services are warranted for thirty (30) days after completion of the work. The rights and remedies for a warranty claim are described in Section 6 of the MPA.

## 12. Invoicing.

Invoicing for Services shall be described in the applicable Exhibit to this Appendix 2 for the relevant Services. Payment of invoices shall be due in accordance with Section 4 of the MPA.

**13. SOW Termination**

Termination of any specific SOW Exhibit hereto shall not operate to terminate either this Services Appendix or the MPA.

The following Exhibits **(if checked)** are made part of this Appendix and the MPA.

- ☐ Maintenance -Appendix 2, Exhibit 1
- ☐ nManage Remote Services, Appendix 2, Exhibit 2.
- ☐ Hosted Managed Services, Appendix 2, Exhibit 3
- ☐ Other Services Exhibits



## END USER LICENSE AGREEMENT

**IN ORDER FOR YOUR NEC SOFTWARE LICENSES TO BE ACTIVATED, YOU MUST FIRST READ AND ACCEPT THE TERMS OF THIS END USER LICENSE AGREEMENT (“Agreement”).**

Under the terms and conditions set forth herein, and upon your agreement thereto, NEC Corporation of America (hereinafter referred to as “NEC”) grants you a personal and non-exclusive license to use the software you obtain with this Agreement and specified in the “Licensed Software” column (hereinafter referred to as the “Software”) only in the United States of America and Canada. You obtain no license other than those expressly granted you under this Agreement.

### **1. Term**

- (1) You may terminate the license granted hereunder by notifying NEC in writing at least (1) one month prior to the desired termination date.
- (2) NEC may terminate the license granted hereunder at any time if you fail to comply with any terms or conditions of this Agreement.
- (3) Except for the case where you return the Software to NEC pursuant to section 7(2) below, upon termination of the license, you must destroy the Software, and, if any, copies thereof and manual and other materials provided therewith.

### **2. License**

- (1) **You may install only one (1) copy of the Software on your computer(s).** “Install” means making the Software operable on particular computer(s) (such as enabling to execute the Software on the computer by extraction of compressed files, saving executable files in external storage units, registering at registry of Operating System).
- (2) You may use the Software only with the Computer.
- (3) The Software may include portion(s) which is or will be granted to you pursuant to certain other license agreement(s) including those listed as Third Party Beneficiaries defined in section 3. The terms and conditions of such other agreement(s) shall be preferentially applied to such portion(s)

### **3. Copying, modification**

- (1) You may make one (1) backup copy of the software. You may use it only to reinstall the software on the device.
- (2) You shall reproduce the copyright notices on each copy of the Software.
- (3) You may not use, copy, modify, combine, merge, alter or otherwise change or dispose of the Software except as expressly permitted in this Agreement or the express written permission of NEC
- (4) In any event, you may not reproduce the manual or other related documentation accompanying the Software.
- (5) No provision in this Agreement shall be construed to assign and/or transfer any intellectual property right in the Software to you.

#### **4. Transference**

You may not rent, lease, assign, transfer, sublicense or otherwise dispose of the Software to any third party without the express written permission of NEC..

#### **5. Reverse compile**

You may not reverse engineer, decompile and/or disassemble the Software.

#### **6. Limitation of Warranties**

(1) THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NEC DISCLAIMS ALL WARRANTIES FOR THE SOFTWARE UNLESS EXPRESSLY AGREED UPON IN WRITING BY NEC. YOU SHALL BEAR THE ENTIRE LIABILITY AND COST FOR ANY PROBLEM OR TROUBLE RELATING TO THE SOFTWARE

(2) Notwithstanding Section 6(1) above, NEC, at its sole discretion, may provide you with maintenance versions or releases (hereinafter referred to as the "Maintenance Versions"), and/or information therefore. The Maintenance Versions provided herein is deemed the Software provided you maintain an active Software Assurance Agreement from NEC.

(3) In the event that you find a material defect, which prevents the Software from operating properly, in the media containing the Software, NEC will replace the defective media at no charge provided that such media in question is returned to NEC within fourteen (14) days of your receipt, with receipt specifying the date of your receipt (or a copy thereof). This Section 6 (3) provides NEC's sole warranty and your exclusive remedy hereunder.

#### **7. Limitation of Liabilities**

(1) IN NO EVENT SHALL NEC, ITS PARENT, AFFILIATES AND ITS DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSS OF PROFIT OR DAMAGES BASED ON ANY THIRD PARTY CLAIM, EVEN IF NEC, ITS PARENT, AFFILIATES OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC SHALL NOT BE LIABLE FOR THE FITNESS FOR YOUR PURPOSE AND THE USE OR THE RESULT OF USE OF THE SOFTWARE. NEC, ITS PARENT, AFFILIATES AND ITS DISTRIBUTORS' ENTIRE LIABILITY, FOR ANY REASONS WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE THAT CAUSED THE LIABILITY OF NEC.

(2) If NEC cannot replace the defective media pursuant to Section 6(3), you may terminate the license granted under this Agreement. In this case, as your sole remedy and NEC's sole liability, NEC will accept a return of the Software and refund for the amount you actually paid therefor.

#### **8. Others**

(1) You may not export or transfer, directly or indirectly, the Software outside the United States of America and Canada.

(2) This Agreement shall be governed by the laws of the United States

(3) In the event any dispute arises in connection with this Agreement, such dispute will be resolved by the Federal Court in Dallas, Texas

## **9. Notices**

NEC Corporation of America  
3929 W John Carpenter Freeway  
Irving, TX 75063  
Telephone: 214-262-2000

## **10. 3<sup>rd</sup> Party Beneficiaries:**

NEC's suppliers, including but not limited to NEC Corporation, are intended third party beneficiaries of this Agreement. The terms and conditions herein are made expressly for the benefit of and are also enforceable by NEC's suppliers, even though NEC's suppliers are not in any contractual relationship with you. NEC's suppliers include, without limitation those listed herein.

## **11. Open Source Software:**

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## MySQL 5.5

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```
tar -xvfX <package-tar-file> <exclude-file>
where the exclude-file contains, e.g.:
<package-name>/lib/libglib-2.0.so.0.1600.6
<package-name>/lib/libglib-2.0.so.0
...
```

Example:

```
tar -xvfX mysql-proxy-0.8.1-solaris10-x86-64bit.tar.gz Exclude
```

Exclude File:

```
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libglib-2.0.so
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libglib-2.0.so.0
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libglib-2.0.so.0.1600.6
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libgmodule-2.0.so
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libgmodule-2.0.so.0
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libgmodule-2.0.so.0.1600.6
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libgthread-2.0.so
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libgthread-2.0.so.0
mysql-proxy-0.8.1-solaris10-x86-64bit/lib/libgthread-2.0.so.0.1600.6
mysql-proxy-0.8.1-solaris10-x86-64bit/licenses/lgpl-2.16.6.tar.g
```

z

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Written by: Philip Hazel  
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For the server\util\_md5.c component:

```

/*****
* NCSA HTTPd Server
* Software Development Group
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* University of Illinois at Urbana-Champaign
* 605 E. Springfield, Champaign, IL 61820
* httpd@ncsa.uiuc.edu
*
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```

```

*****
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*
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```
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* -----
*/
```

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For the src/lib/apr-util/xml/expat/conftools/install-sh component:

```
#
# install - install a program, script, or datafile
# This comes from X11R5 (mit/util/scripts/install.sh).
#
```

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Written by: Philip Hazel <ph10@cam.ac.uk>

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For the test\zb.c component:

```
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           =====
```

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Written by Adam Twiss (adam@zeus.co.uk). March 1996

Thanks to the following people for their input:

Mike Belshe (mbelshe@netscape.com)

Michael Campanella (campanella@stevms.enet.dec.com)

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For the expat xml parser component:

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- (b) The Software is a “commercial item” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, NEC provides the Software to U.S. Government End Users only pursuant to the terms and conditions therein.

9. NOTICE

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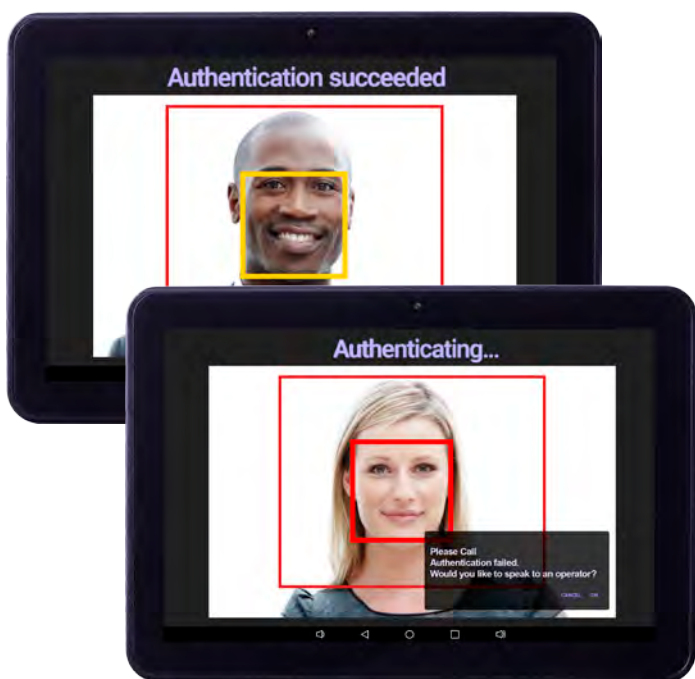
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# Facial Authentication Access (FA100CS)



## At a Glance

- Manages access to restricted areas utilizing a tablet-based facial authentication application
- Integrates easily with NEC's UNIVERGE SV9100 communications platform to place calls to the attending representative when needed and unlock doors
- Automates access management to less restricted workplace areas that require staff authentication
- Supports up to nine tablets per UNIVERGE SV9100 and a total database of 300 pictures system-wide
- Can be mounted on a variety of tablet mounting kits
- Sends user information and authentication emails for tracking purposes and history retention
- Installs easily in most any environment

## Overview

Most businesses have some type of need to manage access to certain areas on-premises, but lack a simple to install and use solution to meet their requirements. With NEC's Facial Authentication Access solution, now they do!

The Facial Authentication Access solution helps businesses to automate access management and allows authorized personnel entry into restricted areas. This Android-based solution simply takes a picture of the person wanting to gain access, compares the photo to the pictures of authorized personnel profiles in its database, and when a match is found – access is granted in a matter of seconds.

NEC's Facial Authentication Access solution adds another layer of access management to your existing security system to help you restrict certain areas to authorized personnel only. It is very well suited for small businesses.

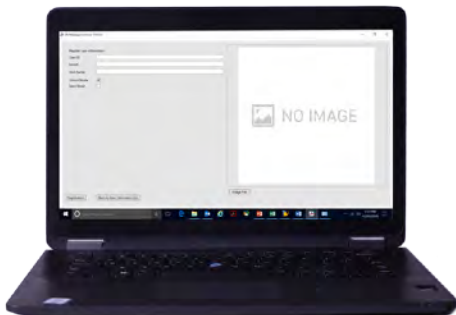
## Solution

### Helps Automate Access Management

Using our turn-key comprehensive solution, authorized personnel gain entry into certain restricted areas by using their face. A photo is taken with the tablet's integrated camera and is matched against the database of authorized personnel profiles. Once a match is found and the face is authenticated, the door/entryway is immediately unlocked.

If a match is not found, a message appears on the screen stating “Authentication Failed”. It will then immediately place a call to the designated representative preprogrammed in the system. A two-way conversation can then be held and if the person is allowed entry, the representative can press a line key or enter a code from their telephone to unlock the door.

## Easy to Implement & Administer



NEC's Facial Authentication Access solution comes with its own management software – the FA Manager. The intuitive interface makes programming easy and adding profiles simple. On the designated Primary tablet, it actually will walk you through set up step-by-step. Once configured, it can also be managed from your administrator's PC. When adding additional Secondary tablets, they will all be registered to and updated by the Primary tablet. Up to nine tablets can be supported.

The Facial Authentication Access solution easily integrates with the UNIVERGE SV9100 communications platform. The SV9100 enables it to unlock doors and place the two-way call to the designated representative.

Authentication logs and user information can be configured to send emails to the appropriate staff members to maintain a history of who has accessed a restricted area.

## Great for Use in a Variety of Environments

Wherever your business needs to limit entry/exit of an area, NEC's Facial Authentication Access solution is a great option in a variety of environments.

Manage usage of building assets such as freight elevators, teacher lounges, study rooms, executive conference rooms, corporate gyms, lunch rooms, hospitality concierge floor and more...

Facial Authentication Access has a function for detecting spoofing when someone tries to use photos or smartphones. By default, this function is set to “OFF”. You can set it to “ON” by selecting the “Spoofing Detection” check box under Face Detection Engine setting. Use Frequency of Spoofing Detection (%) to set the frequency at which this detection function is executed. When this function is set to “ON”, users are requested to perform one of several operations after a successful authentication. When the user performs the requested operation, Facial Authentication Access confirms the successful verification. Note that this function cannot detect spoofing with 100% accuracy.



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HW19002 | v.04.01.19



# Front Desk Assistant



## At a Glance

- Transforms the visitor experience – intuitive, easy-to-use interface
- Speeds up check-in/out with NEC facial recognition for registered visitors
- Notifies employees when their guests have arrived
- Creates detailed visitor reports that includes pictures and signed Non-Disclosure Agreements (NDAs)
- Print personalized visitor badges with company logo
- Improves receptionist's efficiency
- Includes a personalized Non-Disclosure Agreement (NDA) screen with signature pad for companies that require confidentiality of its visitors
- Automates visitor management from check-in to check-out
- Available from Google Play® for Android tablets

## Overview

In today's security conscious environment, most businesses will track and monitor visitors and even keep a record of their time spent on the premises. The majority of this is now done manually on paper sign-in/out logs and visitors are usually provided with a generic "Visitor" badge to identify themselves as such while on campus. Wouldn't it be great if all of this was automated and your receptionist could get rid of those paper sign-in logs and visitors could wear personalized badges? With NEC's Front Desk Assistant application for Android™-based tablets – you can!

NEC re-invented the office phone by integrating the traditional desktop telephone and tablet into one innovative, feature-packed device - the GT890 IP Video Desktop Telephone. Now, with the Front Desk Assistant, this application takes the GT890 to a whole new level. It integrates NEC's market-leading facial recognition technology with Unified Communications for a streamlined visitor check-in/out workflow process. It automates visitor management from check-in to check-out.

## Solution

### Transform Visitor Experience

NEC's Front Desk Assistant application on the GT890 transforms your visitor's experience. With this application on the GT890 or an Android tablet at your receptionist desk, a visitor simply walks up to it and the application guides them through the process of checking-in step by step. This complete solution includes the Front Desk Assistant application software that you can customize with your logo, integrated facial recognition software that streamlines the process and enhances security, the GT890 or IP Video Desktop Telephone, and a badge printer.

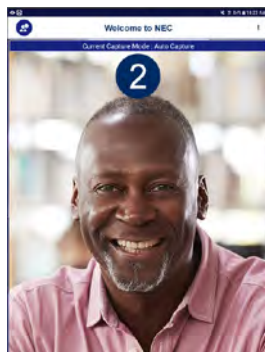
When the visitor engages the Front Desk Assistant, here are some of the steps and easy to use screens they will go through to check-in:



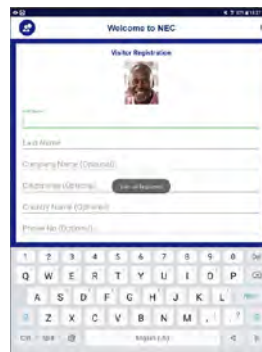




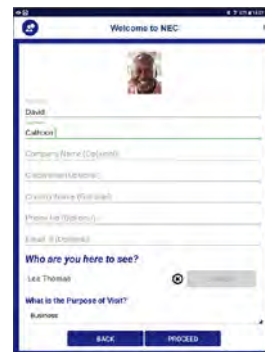
To get started, visitor simply selects the Check-In button on the touch screen.



Picture is taken of visitor & it is checked against existing facial recognition database.



If match found, info auto-populates. If not, visitor enters their information including who they have come to see and purpose of their visit. These fields are completely customizable to suite your business needs plus a drop-down menu can be added for "What is the Purpose of Visit?".



To ensure a visitor agrees to have their biometric data stored, they are asked for their consent.



If a non-disclosure agreement (NDA) is required of a visitor, an optional customizable NDA screen is available.



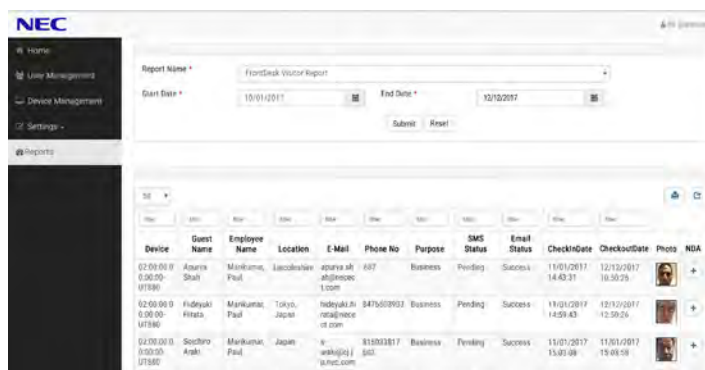
To finish check-in, a visitor simply reviews badge on screen for accuracy and prints. An email is automatically sent to the person they are visiting to notify them that their guest has arrived.



When the visitor has finished with their meetings for the day, they simply stop by the receptionist desk on their way out, hand in their badge, pull up their profile by smiling for the camera once more and select the check-out button. The application automatically records their check-in and out times. You also have the option to automatically check-out all visitors who fail to check-out by the close of business.

## Visitor Logs and Reports

The Front Desk Assistant records all visitor entries and lets you easily download a detailed report in Excel. You are able to keep a history of all visitors that even includes their picture.



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SW18022 | v.10.08.19

# 10 Reasons to Choose NEC HYDRAsstor

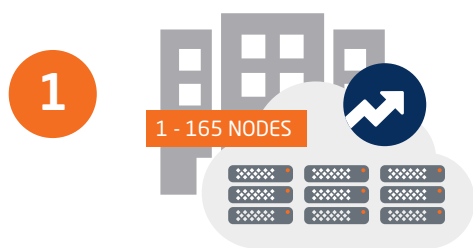
## High Performance Capacity-optimized Storage for Long-term Data

Data is growing at explosive rates. Storage & Data Management is considered as a top priority among all CIO's and IT administrators. Even in midsize and smaller organizations hundreds of terabytes to petabytes of data needs to be managed. Compliance and regulatory requirements are forcing longer retention terms.

Primary data sets are large, but secondary storage requirements are generally three to four times as large for most enterprises. Because of the significant benefits that disk offers, many customers are deploying secondary storage platforms built around scale-out disk-based architectures. NEC HYDRAsstor's secondary storage consolidation platform delivers a strong long-term track record in the industry for performance, data resiliency, non-disruptive technology refreshes.



The most important **10 reasons why to choose NEC HYDRAsstor**:



### Fits data needs from SMB to Large Enterprise customers

- > Seamless and non-disruptive scalability from 1 to 165 nodes
- > The Virtual Appliance makes HYDRAsstor accessible for SMB
- > Scale Out possibility for Midsize to Large Enterprises
- > Typical effective capacity per single node 960TB (1:20 data reduction ratio)

### Gives freedom to mix and match between performance and capacity

With scale-out inline global deduplication

- > Choose to add Performance node or Capacity node
- > Data deduplication is distributed across all nodes
- > Up to 63TB/hr ingest rate per single node



### Dependable reliability

- > High availability and no single point of failure
- > Advanced data protection with erasure-coded data resiliency
- > No need for spare disks, 100% of the capacity is used



## Simplifies management with intelligent management software

- > Housekeeping tasks (data reclamation) are reduced thanks to a fully distributed system
- > Self-aware and self-organizing platform

4



5



## Avoids unnecessary data migration cost

- > Non-disruptive dynamic technology refreshes or amendments

## Open to the standards

- > Works with any applications via CIFS, NFS or Express I/O connection with wide range of partners such as, Veeam, Veritas, Oracle and many more
- > Cloud readiness (Amazon S3 and OpenStack Swift compatible APIs)

6



7



## Allows every backup software to have 'Deduped Boost' Transfer

- > A service can be deployed for deduplication to be handled by the Backup Server
- > Tight integration with Veritas NetBackup
- > Open Universal I/O for RMAN, CommVault, Veeam...

## Your data is safe, everywhere

- > Replication to and from DR sites, with encrypted and de-duplicated streams
- > Virtual Appliance is supported for cost effective solutions

8



9



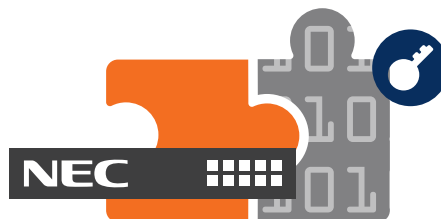
## Investment protection

- > Engineered in Japan with proven long-track field reliability
- > Supports all main Backup Software vendors, certified with Archive ISV's
- > Multiple generations of nodes share a single name space
- > Guarantees safe operation up to 40 C°, reducing cooling needs

## Compliance with regulation

- > Compliant with FIPS 140-2 validated libraries
- > Offers WORM, Encryption & Data Shredding

10



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# Transforming Education

Creating Safer Learning  
Environments and  
Successful Students



# The Education Landscape is Changing



Protecting and enhancing the learning experience are top priorities for educational institutions.

Thankfully, advancements in analytics, artificial intelligence and identity systems are providing the solutions campus staff need to meet these priorities.

Universities and school districts across the country are acquiring these new technologies to solve the ever-changing issues of their student body and communities.

From improving staff-to-student engagement to guarding the learning environment against threats, NEC is your partner in cultivating a collaborative and technology-enabled campus that enhances staff capabilities in order to thrive amidst education, safety, and security challenges.

Read on to see how NEC can make a positive impact on the way your institution engages and protects its student body.

# Mitigate the Risks

From data protection to physical security, school systems can become vulnerable if the right precautions are not taken.

Schools house a myriad of personal data, as well as sensitive intellectual property that could be irreplaceable and worth millions of dollars.

Natural disasters can strike without warning and cause widespread system failures, which can wipe the drive clean of student research, lesson plans, and other critical files.

## Put a Plan in Place

NEC's experience and expertise in data backup, business continuity planning, and recovery solutions is a powerful asset in mitigating the risk of an attack, as well as enabling a quick recovery should an attack occur.

And while protecting data is essential, physical safety for students, teachers, and visitors is the top priority for every educational institution. Staying ahead of potential threats requires technology that gives sharp situational awareness and the ability to adapt in real-time to any circumstances.



# 79%

of public schools recorded one or more incidents of violence, theft, or other crimes, totaling 1.4 million crimes.<sup>1</sup>



## Establish Watchlists

It's a typical morning for students and staff on campus. Everyone is familiar with the security system in place when they arrive at school. They simply walk into the main entrance and are quickly scanned without any intrusive security measures.

After the bell rings, an unwanted person—a banned individual—slips through a side entrance without notice.

Luckily, biometric technology software immediately flags the person and sends an automated alert to campus security and administrators.

With this software in place, the school can protect students by verifying identities through an automated biometric-based system, which increases the efficiency of security personnel by establishing watchlists.



## Provide Exclusive Access

Biology students at the university are the only group of students who have access to use the science lab at any time of the day.

When they enroll in their courses, every biology major is required to register in the campus system through the school's biometric system. Once they are integrated into the system, the students can quickly use a face scanner at the entrance of the lab to be recognized for access.

Unregistered students are denied access to the lab after hours, therefore keeping equipment, data, and students and staff out of harm's way.

# Facilitate Proactive Engagement and Meaningful Learning

The learning experience becomes more valuable when education combines traditional teaching methods with modern technology. When administrative tasks are automated, professors can focus on enhancing the quality of their lessons and making the entire experience more enjoyable and effective.

With the right technology, administrators are able to:



Monitor student behavior



Analyze patterns



Anticipate specific student needs in order to tailor their instruction

By combining NEC's Unified Communications and award-winning biometric technology, NEC is able to enhance the learning experience and improve proactivity in teacher to student engagements.



# 80%

of teachers say that technology has strengthened their teaching practice.<sup>2</sup>





## Analyze Student Trends

College gives students the freedom to be more autonomous and independent. However, with this new-found free will, some students find themselves outside of a classroom more often than in one.

When an English professor notices a handful of her students are regularly missing class, she taps into her digital analytical tools provided through NEC to track and maintain class attendance.

With more transparent insight into her students' progress and records, she is able to remove the barriers that are inhibiting her students, set up outreach and tutoring efforts, and encourage better participation to put them back on track.



## Enable a Frictionless Check-Out

When the fall semester begins, the campus bookstore is bustling with students looking to stock up on new supplies and buy their required textbooks for each class.

It's a busy time on campus, for students especially. To eliminate long lines and wait times at the bookstore and other campus restaurants and retailers, the university instituted biometric technology payment software.

Student's accounts are linked and they are able to swiftly and easily make the purchases they need to—and then get to class on time.

# Tailor Technology to Fit Your Needs

While challenges may vary by institution, all educators share the objective of providing high-quality education within a safe learning environment.

Find the technology platforms solutions that fit your campus's specific needs in a seamless, scalable, and cost-effective manner, so you can get back to what matters most—providing a top-notch education experience that puts students on track for a successful future, as well as an efficient, positive work environment for staff.

## Partner with a Leader in Success

With 120 years' experience, a track record of success providing next-level education solutions, NEC has the answers solution for any challenge.

No school is built exactly the same, which is why NEC has you covered with a selection of solutions to fit specific needs. See the next page for a suite of products that can be tailored to your needs.



# 52%

of educators say technology helped them to deliver differentiated, individualized instruction.<sup>2</sup>

# NEC Solutions

## Increase Collaboration and Share Ideas

Delivering a well-rounded, connected experience while staying on top of administrative responsibilities is possible with NEC's suite of UNIVERGE® Blue mobility solutions. Educators are given accessibility, voice, and applications that allow flexibility to manage their workloads and proactively engage their students, even if they aren't on campus. Students can engage via voice and video conferencing, chat, screen sharing, file sharing, and storage in a single application—all delivered through the cloud.

## Increase Admission and Retention Rates

Using NEC facial recognition and UNIVERGE® Integration Platform (UIP), universities can monitor prospective student patterns and engagements in order to understand individualized interests. Recruiters can also use prospective student data to build student profiles that deliver the most relevant information to prospective students. This technology paints a more comprehensive and insightful picture of prospective students that will lead to better engagement and higher enrollment.

NEC has consistently been ranked as the #1 provider of facial recognition algorithms by NIST.

## Manage Campus Visitors

Front Desk Assistant automates visitor management and collects an accurate visitor record that includes detailed report logs complete with individual photographs. Banned and watch lists are easily uploaded into the system to protect your university from bad actors.

## Products Behind the Scenes

NEC's data infrastructure solutions present fault-tolerant servers and ExpressCluster® software for effective redundancy management.



BaaS enables you to secure your data and increase redundancy and resilience, even while lowering the total cost of ownership.



HYDRAstor brings a scale-out, grid storage architecture with capacity and security that is ready to effortlessly grow alongside your institutional needs.



Hyper-converged Infrastructure creates a unified system between hardware and software, delivering cloud benefits and on-premise manageability in one appliance.

A healthy, safe and future-proof campus starts with its technology. When educators and administrators are equipped with solutions that bolster safety, engagement, and collaboration, the educational environment will thrive.



Learn how NEC can elevate your campus and positively alter the way administrators engage with and serve the student body and staff. Visit [NEC's Education Transformation Website](#) for more information.

**Sources:**

1. "Indicators of School Crime and Safety: 2018," 2019, National Center for Education Statistics
2. "Educator Confidence Report: 4th Annual," 2018-2019, Houghton Mifflin Harcourt

# Reimagining the Education Experience

## Creating connected & secure learning environments

As technology continues to transform every industry, educators are as eager as ever to harness its power for their classrooms and campuses. From improving engagement and collaboration with students, to creating secure learning places, to operating on a foundation of customized and adaptive IT — NEC solutions enhance the educator experience enabling faculty to concentrate on their ultimate goal: improving the student experience and setting them up for life-long success.



## Empowered Educators and Engaged Students

Blended approaches, which combine both technology and traditional teaching methods, create a learning environment that proactively engages students of all ages in ways that create a more effective and more meaningful experience for students.



63%

of K-12 teachers use technology in the classroom daily.<sup>1</sup>



63%






of teachers say educational technology helps create a more interactive learning experience.<sup>1</sup>



80%

of teachers say that technology has strengthened their teaching practice.<sup>2</sup>

### Engagement strategies should:

-  Track and identify barriers to consistent student attendance
-  Include communications that increase connectivity and mobile accessibility
-  Recommend efficient and safe transportation options
-  Include tools that enable educators to be more proactive while engaging students
-  Encompass tech options to increase interaction and reduce isolation

## Security for People and Data

The ability to proactively anticipate and prevent threats on campus encourages a secure learning environment for students and staff alike. From improved surveillance to privacy protection, customized security solutions can protect students, staff, and data in a 24/7 connected world.

### Data breaches in education<sup>3</sup>



292

Number of educational breach incidents in 2017



101







Number with confirmed data disclosure



72%

of the information disclosed was personal.

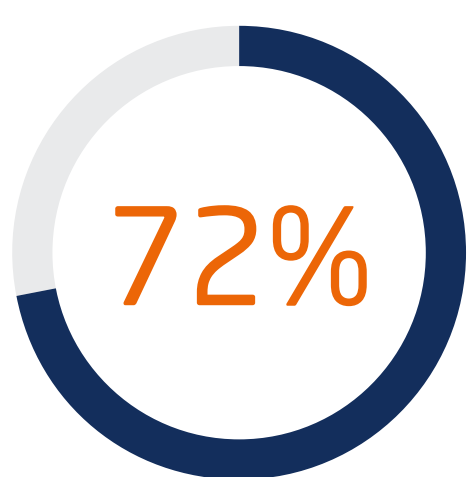
### Security solutions in Education should have:

-  Encrypted communications
-  Tools to help prevent data breaches
-  Biometric utilization
-  Cloud solutions & secure workstations
-  Strong campus resources
-  Quick and strategic responses to threats

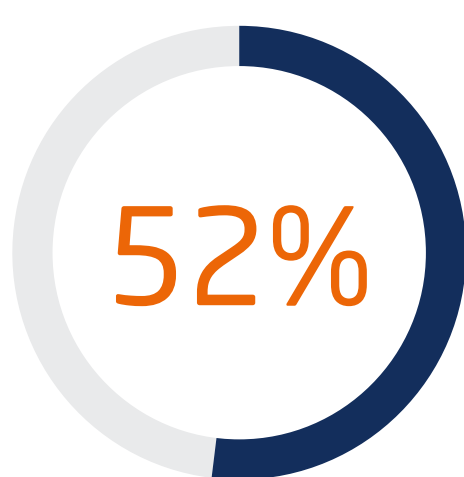
## Adaptive and Customized Technology

Effective technology solutions must be easily tailored to meet each institution's unique needs. Whether managing a campus intranet, maintaining and protecting databases, or running a digital learning ecosystem, IT that is simple, streamlined, and flexible is a must-have administration tool.

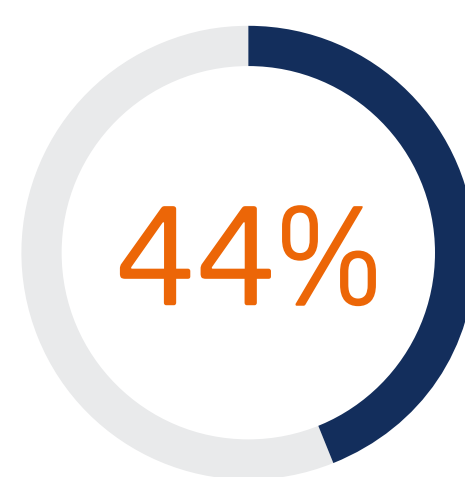
### Educators on technology:<sup>2</sup>



agree that the potential to truly improve workflows with technology is not yet fully realized.



say technology helped them to deliver differentiated, individualized instruction.



have experienced time savings because of technology.

## A Better Education Experience

NEC can advise, tailor, and implement student engagement and security solutions to transform your campus into a connected, safe educational environment. Contact one of our NEC Education security and engagement specialists today, or visit

[www.necam.com/Education](http://www.necam.com/Education)

### Sources

1. "K-12 Edtech and Homework in the Classroom Survey," 2017, University of Phoenix
2. "Educator Confidence Report: 4th Annual," 2018-2019, Houghton Mifflin Harcourt
3. "Data Breach Investigations Report" 2018, Verizon

Orchestrating a brighter world

NEC

Generate Real-time Alerts Using Highly Accurate Face Recognition Technology

# NeoFace® Watch



## At a Glance

---

- Real-time video surveillance against watch lists
- Generates real-time alerts to reduce security threats
- Independently evaluated as the most accurate face recognition solution available
- Highly resilient to varying environmental conditions
- Highly scalable for large facilities, systems & traffic
- Easy integration into existing operational & security processes
- Flexible licensing model

## Overview

---

Security threats are a growing concern at international and national levels, as well as within commercial organizations. With the threats to international borders, governments are ordering reviews of their security arrangements at airports, seaports and public transportation hubs. Law enforcement agencies are also charged with identifying wanted individuals in public places. In addition, security and facilities managers need to keep known undesirables and unknowns off their premises, as well as identifying returning VIPs to a facility.

NEC's NeoFace Watch solution is specifically designed to integrate with existing surveillance systems by extracting faces in real time from existing video surveillance systems and matching against a watch list of individuals. When the system identifies an individual of interest from the watch list, it raises an alert, so appropriate actions can be taken rapidly to reduce the risk of public safety threats.

Independent testing confirms that NEC's NeoFace technology provides the fastest, most accurate matching capability and is the most resistant to variants in ageing, race and pose angle.

## Solution

---

### Protecting Your Community

NeoFace Watch helps reduce the risk of security threats by integrating face matching technology with video surveillance input while checking individuals against known photographic watch lists, and producing real-time alerts.

### What It Delivers

- High performance matching capability with multiple camera feeds
- Detection of persons of interest on premises in real-time
- Real-time alerts to be acted upon as necessary
- Suitable for the detection of both undesirables and VIPs
- Ability to process live and archived video images



## Easy Integration & Deployment

The NeoFace Watch application is a Web-based thin client with an easy-to-use user interface. It is unobtrusive and requires no operator interaction. The application can be easily customized and integrated into existing surveillance systems and operational processes.

### How It Works

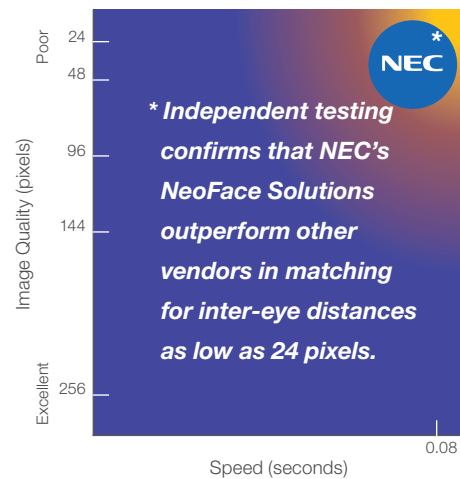
- A surveillance camera integrated with NEC's NeoFace Watch biometric technology is installed in suitable pinch points.
- Faces of individuals are captured and extracted from the video feed and quality matched in real-time. NeoFace Watch software is able to process multiple camera feeds extracting and matching thousands of faces per minute.
- NeoFace Watch matches faces from video surveillance against the appropriate watch list databases and raise real-time alerts.

### Features & Benefits

- Does not capture personal details
- Unobtrusive and requires no operator interaction
- High sample set and penetration rate
- Web-based thin-client, easy to deploy
- Highly scalable and extendible
- Easy integration with existing business processes

## Unsurpassed Accuracy & Matching Speed

NEC NeoFace technology's strength lies in its tolerance of poor quality. Highly compressed surveillance videos and images, previously considered of little to no value, are now usable evidence and leading to higher rates of positive identification. With its proven ability to match low resolution facial images, including images with resolutions down to just 24 pixels between the eyes, NEC's NeoFace technology outperforms all other face recognition systems in matching accuracy. While searching of latent fingerprints at crime scenes is standard, NEC's NeoFace facial recognition technology can now positively identify latent photos with high degree of accuracy.



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Orchestrating a brighter world

NEC

# NEC Meeting Center





# A comprehensive collaboration solution that enables real-time sharing and exchange of information between customers and colleagues.



## At a Glance

- All in one comprehensive collaboration solution
- Improves teamwork among colleagues in geographically dispersed locations
- Enables real-time sharing and exchange of information between co-workers and customers
- Reduces travel costs through enhanced collaboration tools
- Increases employee efficiency and productivity
- Eliminates monthly recurring charges for hosted solutions
- Supported on NEC's UNIVERGE 3C and UNIVERGE SV9300 and SV9500 communications platforms

## Overview

NEC Meeting Center, a sophisticated audio conferencing, web collaboration and mass notification solution, equips your employees with the tools they need to help them improve efficiency, lower spending by reducing the need for travel and stay informed. As a result, your employees become more responsive and productive through real-time sharing of information and most importantly, service your customers better.

## Solution

### A Comprehensive, Secure Collaboration Solution

NEC Meeting Center (NMC) is a secure, premises-based solution that encourages collaboration, lowers expenses and enables you with the ability to send mass notifications. It provides Meet-Me audio conferencing, Dial-Out Firebar conferencing, web and video collaboration and mass notification all in one comprehensive solution, alleviating the need and expense of deploying multiple unique applications from multiple vendors.

By implementing a premises-based solution, you immediately eliminate your recurring expenditures for a hosted solution. Besides saving you money, NMC provides you with the peace of mind that your communications with your employees and customers occurs on your own secure network.

### Enables Real-Time Sharing and Exchange of Information

With NEC Meeting Center's audio conferencing and web/video collaboration, your employees have the tools they need to effectively collaborate with colleagues and customers as well as reduce their overall travel expenses. NMC enables them to securely connect with individuals that they need to in geographically diverse locations to conduct presentations, meetings and training.

For emergency situations or other types of events where you need to reach a large number of people – quickly, NMC's mass notification is designed to send messages via voice, email and Short Message Service (SMS) or a combination of all three to designated individuals or groups - small or large. By quickly getting your message out, the people you need to reach stay informed and can make decisions faster.



## NMC Audio Conferencing

NMC Audio Conferencing provides a rich set of conferencing capabilities that enable your employees to more easily collaborate with customers and colleagues.

- Supports both reservation-less and reservation-based audio conferences
- Customize each audio conference room per your requirements, e.g., select entry tones, select memorable vanity PINs, turn recording on/off, select auto-call back on/off, select enter audio conference muted on/off etc...
- Enable secure conference access (requires conference access code and a personal PIN)
- Schedule recurring audio conferences via the Web Portal - use Microsoft® Office Outlook® iCalendar application to send invitations to desired participants
- See real-time view of a running audio conference via Web Portal - participants can be seen by name or by caller ID
- Display loudest speaker - allows the identification and muting of a participant who may be inadvertently injecting noise into the audio conference
- Exercise multiple in-conference controls via phone key presses or the Web portal
- Auto mute noisy lines or lines with excessive echo
- Merge two or more audio conferences into one without dropping any calls - transfer participants between conferences
- Send a detailed end-of-conference summary report to the moderator after a given audio conference is over
- Record entire conference or excerpts from a conference and playback via PC's media player or via dial-in IVR

## NMC Dial-out (Firebar) Conferencing

NMC Dial-out (Firebar) Conferencing allows the server to call a pre-determined group of people and upon off-hook place them into an audio conference. Once a conference is in progress, various DTMF controls available on NMC Audio Conference can be exercised. NMC Dial-out conferencing provides flexibility to reach a group of people via voice, email, and SMS text and if necessary pull them into an impromptu audio conference.

- Trigger a dial-out conference based on either an incoming phone call, a click on a web portal or a scheduled time
- Select communications medium to be used for message delivery [Voice only, Email only, SMS (via SMTP) only or any combination etc.]
- Send calls to any PBX extensions or to PSTN landline or cellular numbers
- Supports an unlimited number of call out groups

- Send caller-ID of your choice that can be used by recipient's cell phone to display associated 'caller name' (e.g., Central Security)
- Allow recurring dial-out calls
- Offers answering machine detection and avoidance
- Provides summary and detailed reports on call completions (Busy, No Answer, Answering machine etc.)

## NMC Web Collaboration

By combining NMC Web Collaboration with NMC Audio Conferencing, you can further enhance the collaboration capabilities of your employees. When used together, participants can collaborate in real-time and achieve desired end results quickly without exchanging multiple emails.

- Can be used standalone or in conjunction with NMC's Audio Conferencing application
- Web-based application - no software download required and no recurring costs that are usually associated with hosted solutions
- Designed to run across the Internet or a private data network without requiring any changes to firewalls - running behind a secure private data network insures that your web conference content cannot be compromised
- Review projects, schematics, diagrams and presentation with customers and colleagues
- Enable customer support to assist with issues remotely by having the remote user share his/her desktop with the support personnel

## NMC Mass Notification

NMC Mass Notification ensures that your message gets out. Whether you need to alert people about an emergency or inform them about some other type of event, this web-based application is simple to use and allows you to send messages to individuals or groups – quickly and efficiently.

- Select communications medium to be used for message delivery (Voice, Email, and SMS or a combination)
- Send out emergency alerts, organization information, reminders, special event notices, etc...
- Send caller-ID of your choice that can be used by cell phones to display associated 'caller name' (e.g., 'Security Alert') - leading to higher percentage of people picking up a message
- Control the speed of dialing out
- Display real-time call activity and a progress bar on a Web Portal
- Abandon Group Alert in progress via web portal or DTMF
- Provide summary and detailed reports on call completions (Busy, No Answer, Answering machine etc.)

	Feature	How it Works	Benefits
Audio Conferencing	Ad-hoc 'Meet Me' Audio Conference	Moderator and participants agree upon a start time and PIN to use. When people dial in and enter their PIN, they are placed into the conference.	Simple to use. PINs are always active and parties can join the bridge at any time.
	Scheduled 'Meet Me' with PIN Audio Conference	Schedule conference call using web portal. Use iCAL to send email notifications via Microsoft Outlook, Lotus Notes, etc...	Ability to use your existing Outlook 'contacts'. Calendar will automatically remind participants about upcoming conference.
	Dialed number (DNIS)-based Audio Conference	Multiple participants simply dial a phone number to join an audio conference.	No PINs to remember and simple to use.
	Progressive Dial Out Audio Conference	Moderator can dial out from the conference bridge and bring participants into a conference one by one.	Allows for impromptu conferencing - no need to inform participants ahead of time.
	Conference Record and Playback	Set up your conference room with recording turned on. All calls will then be recorded in that room. You can also turn recording on/off via DTMF or Web controls.	Record entire conference or relevant excerpts. Use your PC's media player for playback or dial into the bridge and playback via IVR.
	Monitor Audio Conference	Create a Moderator with 'monitor' privilege. This Moderator can then listen/control an ongoing conference unobtrusively.	Useful for diagnosing audio issues with a conference.
Dial-Out Firebar Conferencing	Instantaneous Dial Out with "Find-Me" Conference	Use an incoming phone call to trigger a dial out conference. Bridge will call participants at their multiple locations and connect them into a conference. Incoming number can be speed dialed.	Communicate with a 'group' with a single key press.
	Recurring Scheduled Dial Out with "Find-Me" Conference	At a scheduled time, bridge will trigger a dial out to a group of people and upon off-hook, place them into a conference.	Reduces effort required to set up recurring conferences.
Web Collaboration	Desk Top Sharing	Moderator shares his/her Desktop with fellow participants.	Show any document or co-browse the Web with fellow participants. Simple to use and ideal for product demos.
	Presentation Sharing	Upload PowerPoint® & PDF documents. Use annotation tools to edit in a collaborative session.	Significantly reduces number of edits/versions to produce final version.
	White Boarding	Create diagrams/visuals with fellow participants in a collaborative session.	Ideal for brainstorming.
	Public & Private Chat Room	Moderator can respond to questions publicly or privately.	Makes Web conferencing more productive.
	Multiple Presenters	Moderator can allow another participant to take control and share his/her desktop.	Multiple points of view on one conference.
Mass Notification	Pre-Recorded Message Delivery	Pro-actively build call out groups and pre-record messages, and then tie groups and messages into Group Alert sessions. Ability to trigger dial out from Web Portal or with incoming phone call.	Make messaging a planned activity. No need to search for address books at the time of actual need.
	On-the-Fly Message Delivery	Dial into the server, enter a PIN, record/re-record a message and send.	Quick dissemination of emergency oriented messages.
	Built-in 'Find-You' Capability	System captures up to four phone numbers per individual and dials them successively until making a positive contact.	Increases probability of delivering a message.
	Announcement Box Capability	Moderator periodically dials in and records a message in an announcement box. People can call in and hear the updated message.	Great way to inform people during changing emergency situations such as hurricanes, blackouts etc.
	Re-iteratively Contact the Un-Contacted	Set up Group Alert with 'un-contacted' option. Trigger same Group Alert multiple times until message is received by desired percentage of recipients.	No wasted calls. Iteratively build up the percentage of people who received calls.
	Send Message to 'Contacted' People	Use 'swap' to convert contacted into un-contacted and send a new message	Only people who received a previous message will get the new message. Great way to send 'all clear' message

\* The use of monitoring, recording or listening devices to eavesdrop, monitor, retrieve or record phone conversations or other sound activities, whether or not contemporaneous with transmission, may be illegal in certain circumstances under federal or state laws. Legal advice should be sought prior to implementing any practice that monitors or records any phone conversation. Some federal and state laws require some form of notification to all parties to a phone conversation, such as using a beep tone or other notification methods or requiring the consent of all parties to the phone conversation, prior to monitoring or recording the phone conversation. Some of these laws incorporate strict penalties.

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Orchestrating a brighter world

NEC

For the UNIVERGE SV9100 and SV9300

# NEC Meeting Center



# A comprehensive collaboration solution that enables real-time sharing and exchange of information between customers and colleagues.

admin				
My Profile	Resources ▾	Services ▾	Real View	Reports
<div>Add</div>				
No.	Account	Subject	iCal	Comments
1	admin	<a href="#">Conference for admin</a>	<a href="#">iCal</a>	<a href="#">2 Members</a>
2	admin	<a href="#">Conference for admin2</a>	<a href="#">iCal</a>	
3	admin	<a href="#">NEC Conference Test</a>	<a href="#">iCal</a>	
4	nuser	<a href="#">Conference for nuser</a>	<a href="#">iCal</a>	<a href="#">1 Members</a>

## At a Glance

- All in one comprehensive collaboration solution
- Improves teamwork among colleagues in geographically dispersed locations
- Enables real-time sharing and exchange of information between co-workers and customers
- Reduces travel costs through enhanced collaboration tools
- Enables web collaboration/conferencing via PC, smartphones and iPads®
- Increases employee efficiency and productivity
- Eliminates monthly recurring charges for hosted solutions
- Runs on a server blade in NEC's UNIVERGE® SV9100 and SV9300 communication platforms – alleviates the need and cost of an external server

## Overview

NEC Meeting Center for UNIVERGE SV9100 and SV9300 communications platforms is a sophisticated audio conferencing, web collaboration and mass notification solution. It equips your employees with tools to help them improve efficiency, lower spending by reducing the need for travel and stay informed. As a result, your employees become more responsive and productive through real-time sharing of information and most importantly, service your customers better.

## Solution

### A Comprehensive, Secure Collaboration Solution

NEC Meeting Center (NMC) is a secure, premises-based solution that runs on a server blade within your SV9100 or SV9300 communications platform – eliminating the need for an external server. It encourages collaboration, lowers expenses and enables you to send mass notifications. With its intuitive interface, it provides Meet-Me audio conferencing, Dial-Out Firebar conferencing, web and video collaboration and mass notification all in one comprehensive solution. NMC for SV9100 and SV9300 alleviates the need and expense of deploying multiple unique applications from multiple vendors.

By implementing a premises-based solution, you immediately eliminate recurring expenditures for a hosted solution. Besides saving money, NMC provides you peace of mind that your communications with your employees and customers occurs on your own secure network.

### Enables Real-Time Sharing and Exchange of Information

With NEC Meeting Center's audio conferencing and web/video collaboration, your employees have the tools to effectively collaborate with colleagues and customers as well as reduce overall travel expenses. NMC enables them to securely connect via their PC, desktop phone, smartphone and iPad with individuals in geographically diverse locations to conduct presentations, meetings and training.

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## NMC Audio Conferencing

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- Supports customizable, secure reservation-less and reservation-based audio conferences
- Schedule recurring audio conferences via the Web Portal - use Microsoft® Office Outlook® iCalendar to send invitations to desired participants
- See real-time view of a running audio conference via Web Portal - participants can be seen by name or by caller ID
- Display loudest speaker - allows identification and muting of a participant who may be inadvertently injecting noise into the audio conference
- Merge two or more audio conferences into one without dropping any calls - transfer participants between conferences
- Record entire conference or excerpts and playback via PC's media player or via dial-in IVR

## NMC Dial-out (Firebar) Conferencing

NMC Dial-out (Firebar) Conferencing allows the server to call a pre-determined group of people and upon off-hook place them into an audio conference. Once a conference is in progress, various DTMF controls available on NMC Audio Conference can be exercised. NMC Dial-out conferencing provides flexibility to reach a group of people via voice, email, and SMS text and if necessary pull them into an impromptu audio conference.

- Trigger a dial-out conference based on either an incoming phone call, a click on a web portal or a scheduled time
- Select communications medium to be used for message delivery [Voice only, Email only, SMS (via SMTP) only or any combination etc.]
- Send calls to any PBX extensions or to PSTN landline or cellular numbers
- Supports an unlimited number of call out groups
- Send caller-ID of your choice that can be used by recipient's cell phone to display associated 'caller name' (e.g., Central Security)
- Offers answering machine detection and avoidance
- Provides summary and detailed reports on call completions (Busy, No Answer, Answering machine etc.)

## NMC Web Collaboration

By combining NMC Web Collaboration with NMC Audio Conferencing, you can further enhance the collaboration capabilities of your employees. When used together, participants can collaborate in real-time and achieve desired end results quickly without exchanging multiple emails.

- Can be used standalone or in conjunction with NMC's Audio Conferencing application
- Web-based application - no software download required and no recurring costs usually associated with hosted solutions
- Designed to run across the Internet or a private data network without requiring any changes to firewalls - running behind a secure private data network insures web conference content cannot be compromised
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- Enable customer support to assist with issues remotely by having the remote user share his/her desktop with the support personnel

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- Abandon Group Alert in progress via web portal or DTMF
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# NEC Meeting Center for UNIVERGE SV9100 and SV9300

	Feature	How it Works	Benefits
Audio Conferencing	Ad-hoc 'Meet Me' Audio Conference	Moderator and participants agree upon a start time and PIN to use. When people dial in and enter their PIN, they are placed into the conference.	Simple to use. PINs are always active and parties can join the bridge at any time.
	Scheduled 'Meet Me' with PIN Audio Conference	Schedule conference call using web portal. Use iCAL to send email notifications via Microsoft Outlook, Lotus Notes, etc...	Ability to use your existing Outlook 'contacts'. Calendar will automatically remind participants about upcoming conference.
	Dialed number (DNIS)-based Audio Conference	Multiple participants simply dial a phone number to join an audio conference.	No PINs to remember and simple to use.
	Progressive Dial Out Audio Conference	Moderator can dial out from the conference bridge and bring participants into a conference one by one.	Allows for impromptu conferencing - no need to inform participants ahead of time.
	Conference Record and Playback	Set up your conference room with recording turned on. All calls will then be recorded in that room. You can also turn recording on/off via DTMF or Web controls.	Record entire conference or relevant excerpts. Use your PC's media player for playback or dial into the bridge and playback via IVR.
	Monitor Audio Conference	Create a Moderator with 'monitor' privilege. This Moderator can then listen/control an ongoing conference unobtrusively.	Useful for diagnosing audio issues with a conference.
Dial-Out Firebar Conferencing	Instantaneous Dial Out with "Find-Me" Conference	Use an incoming phone call to trigger a dial out conference. Bridge will call participants at their multiple locations and connect them into a conference. Incoming number can be speed dialed.	Communicate with a 'group' with a single key press.
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	Presentation Sharing	Upload PowerPoint® & PDF documents. Use annotation tools to edit in a collaborative session.	Significantly reduces number of edits/versions to produce final version.
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	On-the-Fly Message Delivery	Dial into the server, enter a PIN, record/re-record a message and send.	Quick dissemination of emergency oriented messages.
	Built-in 'Find-You' Capability	System captures up to four phone numbers per individual and dials them successively until making a positive contact.	Increases probability of delivering a message.
	Announcement Box Capability	Moderator periodically dials in and records a message in an announcement box. People can call in and hear the updated message.	Great way to inform people during changing emergency situations such as hurricanes, blackouts etc.
	Re-iteratively Contact the Un-Contacted	Set up Group Alert with 'un-contacted' option. Trigger same Group Alert multiple times until message is received by desired percentage of recipients.	No wasted calls. Iteratively build up the percentage of people who received calls.
	Send Message to 'Contacted' People	Use 'swap' to convert contacted into un-contacted and send a new message	Only people who received a previous message will get the new message. Great way to send 'all clear' message

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UC for Enterprise Suite

# UC Emergency On-Site Notification (UC E-OSN)



## At a Glance

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- Notifies on-site staff in real-time when emergency numbers are called
- Provides location of 911 caller, even calls from an IP phone
- Speeds on-site response through real-time monitoring of 911 calls
- Allows on-site security to divert emergency response vehicles in case of false alarm
- Alerts key personnel of events via short text message or e-mail
- Works with UC Manager's Emergency Location Management feature to administer the ALI database
- Meets E911 compliance legislation
- Pushes emergency notifications or general announcements to a select group

## Overview

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Providing a safe, secure environment is one of a business's most important responsibilities. One of the first steps in the process to keep people safe and secure during an emergency is providing a 911 system that accurately pinpoints the caller's location and directs appropriate emergency response resources to the scene.

With UC Emergency On-Site Notification (UC E-OSN) for the UNIVERGE SV9300 and SV9500 Communications Servers, businesses will have the tools necessary to protect their most valuable asset – their people. UC E-OSN pinpoints a 911 caller's location and works with the voice platform to pass that information along to the Public Safety Answering Point (PSAP). This reliable, automatic transfer of information helps businesses provide vital, lifesaving information to the 911 public safety network while notifying the appropriate on-site personnel that an emergency call is in progress; resulting in an immediate and accurate response.

## Solution

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### Pinpoints Location of Caller

UC Emergency On-Site Notification provides the location of the 911 caller—not just a billing address—to be passed to a 911 answering point as well as designated on-site personnel. Granularity of the location is configurable based on extension, and in the case of IP phones, based on subnet ranges as mapped to building, floor, and area. In cases where the caller cannot verbally provide this information, UC E-OSN software enables first responders to quickly reach the emergency and avoid confusion about where to go.



## Notifies On-Site Staff in Real-Time

UC E-OSN's software provides real-time, on-site notification through 24x7 monitoring when 911 or other configurable emergency numbers are dialed. With this feature, on-site designated personnel are alerted of the event through a screen-pop, selectable audible alert on the PC, and telephone audible and visual indicators. This provides them with a quick notification showing where the emergency call originated and allows listening in to the conversation so that they can mobilize on-site resources to provide immediate assistance—instead of just waiting for the 911 team to arrive. This kind of alert saves precious time in getting help to those that need it.

Locations on the network such as staff at security desks, guard shacks, attendant locations, or any other location in the enterprise can be easily alerted. By alerting the appropriate personnel, they can meet and direct first responders to the exact location of the emergency, provide first responders access to secured locations or offer other assistance as deemed necessary.

## Group Notifications

UC E-OSN provides the ability to push notifications to a select group, in the event of a verified emergency or for a unified general announcement.

## Speeds On-Site Response through Real-Time Monitoring of 911 Calls

UC E-OSN's 24x7 monitoring allows security officers to be alerted as soon as an emergency call is placed, thereby enabling them to assess the situation and respond accordingly. Understanding in-progress emergency situations enables them to provide immediate help, such as first aid, crowd control or direction for emergency first responders.

Additional listen in and conferencing features available through E-OSN further enhance on-site personnel's response time. By using both on screen and telephone features, businesses can be sure that their on-site personnel are well informed as to the nature of the emergency so that they can determine the appropriate actions to take to ensure the safety of everyone.

## UC Manager's Emergency Location Management

In addition to UC E-OSN, NEC offers UC Manager's Emergency Location Management feature to further expand the power of UCE in critical situations. The accuracy of the Automatic Location Information (ALI) database records is a business's responsibility. With UC Manager, businesses have the tools necessary to create and maintain an ALI database registry of all analog, digital, TDM and IP phones. This capability enables a business to maintain accurate location information for all employees. The format of the profile information for each extension stored within the UC Manager complies with the National Emergency Number Association (NENA) format. The registry can then be provided to the PSAP. As a result, when a 911 call is placed, the PSAP and designated on-site personnel receive the caller's actual location and emergency services can be dispatched accordingly.

## Tracks VoIP Calls Throughout an Enterprise Network

Many organizations use Voice over Internet Protocol (VoIP) telephony in order to take advantage of the benefits of converged voice and data infrastructure. This capability can also free the organization from the administrative tasks and labor associated with Moves, Adds and Changes by allowing the phone user to freely move the phone about the enterprise's network. However, this mobility presents the unique challenge of keeping track of IP phones.

With enhanced voice platform logic in the UNIVERGE SV9500, IP phones are easily tracked, allowing individuals to change the location of their phone but still be identified at the new location. This accommodates organizations that have remote or nomadic users. Within a VoIP environment – or even off-network – the system is notified of any changes and updates the ALI database to ensure the PSAP and designated on-site personnel receive the most current information.

## Meets E911 Compliance Legislation

It is important to understand how compliance legislation fits into the E911 picture. Most locales within the United States require that all organizations provide E911 service. NEC has extensive experience in helping customers comply with both state and federal regulations. UC E-OSN meets E911 compliance legislation for Analog, TDM as well as IP phones.

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AP10007 | v.10.03.19

The smart way to secure borders and facilities

# Intelligent Perimeter Intrusion Detection System



## At a Glance

- Intelligent Perimeter Intrusion Detection System secures borders and facilities such as:
  - ♦ National borders
  - ♦ Airports
  - ♦ Military facilities
  - ♦ Seaports
  - ♦ Prisons/correctional facilities
  - ♦ Corporate campuses
  - ♦ Power plants/infrastructure
  - ♦ Data centers
  - ♦ Oil and gas facilities
  - ♦ Transportation infrastructure
- Optical fiber-sensing and machine learning based artificial intelligence provides covert, instant, and simultaneous classification and location of multiple physical intrusions such as:
  - ♦ Personnel (Crawling, walking, climbing, hammering, digging, tunneling, etc.)
  - ♦ Vehicles (Idling, driving, etc.)
  - ♦ Machines (Hammering, digging, tunneling, etc.)
  - ♦ Aircraft (Low-flying drones, etc.)
- Accurate, high probability of detection and low nuisance alarm rate over long distances in a wide-range of field conditions such as strong wind, heavy rain and snow, dense fog, lightning and explosive atmospheres, with seasonal invariance
- Immune to electromagnetic interference and no electrical power required in the field, delivers unmatched reliability, significant reduction of maintenance and security resources for low total cost of ownership

## Overview

An ever-changing world increases the possibility of physical intrusions at borders and facilities. NEC's Intelligent Perimeter Intrusion Detection System secures borders and facilities by combining optical fiber sensing and machine learning based artificial intelligence. The system covertly, instantly, and simultaneously classifies and locates a wide-range of multiple physical intrusions with accuracy, high probability of detection and low nuisance alarm rate over long distances and a wide-range of field conditions, being invariant to seasons.

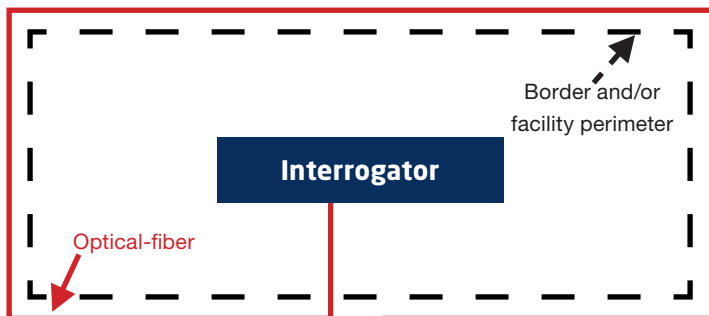
## Solutions

NEC's Intelligent Perimeter Intrusion Detection System combines NEC's world-leading expertise in transoceanic optical fiber communication and machine learning based artificial intelligence. A centrally located "interrogator" sends and receives light into and from optical fibers that are covertly

buried and/or fence-mounted or wall-mounted along borders and facility perimeters. When physical intrusions create vibrations that reach the optical fibers, the interrogator discerns changes in the light. Then, machine learning based artificial intelligence instantly and simultaneously classifies and locates the multiple physical intrusions - with the best accuracy, highest probability of detection and lowest nuisance alarm rate over the longest distances and widest-range of field conditions, being invariant to seasons. In concert with innate immunity to electromagnetic interference and requiring no electrical power in the field, existing and/or previously non-securable borders and facilities can be secured with unmatched reliability, significant reduction of costly maintenance and security resources, and in turn, low total cost of ownership.

## User-friendly and Customizable Software and Integration

In real-time, a user-friendly and customizable graphical user interface displays a border and/or facility perimeter map, denotes the location of detected physical intrusions, and provides actionable data (e.g. date, time, location, classification). This can be integrated to immediately trigger security resources in the field (e.g. personnel, cameras, drones) and/or be stored locally or remotely for future reference and data analytics. Additionally, for a single interrogator and, over the length of a single optical fiber, the software can be customized for multiple borders and facility perimeters that have a wide-range of field conditions.



## Customer Care

NEC's U.S.-based NEC Customer Service Centers provides comprehensive 24/7 multi-tier customer support for problem tracking and resolution, as well as advanced remote diagnostics. Highly experienced engineers and developers provide technical support and troubleshooting services to ensure that our customers get the information and help they need without delay.

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## Customer Benefit

NEC's Intelligent Perimeter Intrusion Detection System provides the best accuracy, highest probability of detection and lowest nuisance alarm rate over the longest distances and widest-range of field conditions. Being invariant to seasons, in concert with innate immunity to electromagnetic interference, and requiring no electrical power in the field, existing and/or previously non-securable borders and perimeters can be secured with unmatched reliability, significant reduction of maintenance and security resources for a low total cost of ownership.



## Superior Intrusion Detection System

For more than 30 years, NEC has been a pioneer and world-leader in transoceanic optical fiber communication and machine learning based artificial intelligence. Now, the mature, and world-class technologies are combined into a superior intrusion detection system that secures borders and facilities from physical threats, providing the best accuracy, highest probability of detection, lowest nuisance alarm rate, over the longest distances, and widest-range of field conditions. NEC globally provides "Solutions for Society" that promote the safety, security, efficiency, and equality of society. Under the company's corporate message of "Orchestrating a brighter world," NEC aims to help solve a wide range of challenging issues and to create new social value for the changing world of tomorrow.

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Orchestrating a brighter world

**NEC**

Smart Communications for Small and Medium Business

# UNIVERGE® SV9100 Communications Solution



# Competitive businesses need the right tools to be more efficient, flexible, and productive.



## At a Glance

---

- Future-proof Unified Communications solution for the multi-gen workforce
- Simplified user licensing
- Excellent warranty
- Low Total Cost of Ownership
- Vertical market-specific solutions
- Voice/UC/UM fully integrated
- Comprehensive contact center suite
- Broad range of mobility applications/devices
- Wide range of end-points
- Delivers on NEC's green initiatives
- Safeguards your investment
- SV9100E: System capacity up to 1296 ports
- SV9100S: System capacity up to 48 ports

## UNIVERGE SV9100 Communications Solutions

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NEC has built smart SMB solutions that align with the demand for new converged infrastructures.

Competitive businesses come in all sizes. Successful businesses always have one thing in common: great teamwork. In the age of increasingly disparate working locations and job complexity, communications play a crucial part in every organization's success.

NEC's UNIVERGE® SV9100 is the unified communications (UC) solution of choice for small and medium businesses (SMBs) who don't want to be left behind. Designed to fit your unique needs, the UNIVERGE SV9100 platform is a powerful communications solution that provides SMBs with the efficient, easy-to-deploy, mobile technology that they require.

Reliable and adaptable, the SV9100 is built on cutting-edge technology that supports voice, unified communications and collaboration, unified messaging, and mobility out-of-the-box, all the while remaining easy to manage.

From very small businesses to ones with up to almost a thousand employees, NEC offers the SV9100 in two variations to meet the needs of each:

- The SV9100E is for small to medium businesses that wish to take full advantage of what IP and Unified Communications has to offer.
- The SV9100S is for small businesses that just want the basics, but also want a system that will grow with their company and will migrate to the SV9100E when ready.

Today's SMBs must be powered by smart solutions. That's why NEC provides you with the broadest range of industry-specific communications solutions—so you can easily make quicker, more informed business decisions, drive loyalty, and keep ahead of your competitors

# Grow Your Business with Smart Communications



## Business Agility

Adaptive IT and empowered mobile workforces that are more responsive to business.



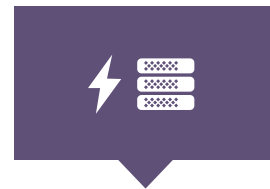
## Cloud Delivery

Flexible deployment models that enable business growth and increased efficiencies.



## Collaborative Communities

Powerful tools that provide a rich user experience for collaboration across organizations.



## Assured Services

Highly available, secure and scalable infrastructure designed for business continuity.

## Work together – even though you're apart.

Competing in today's business environment requires agility — when meeting challenges, making decisions, and delivering products and services. With more than 115 years of excellence in both Information and Communications Technologies (ICT), NEC shares its vision through its award-winning communications technologies.

## Redefining Communications

A growing business innovates by leveraging the best and most current information technologies, tools, and products. NEC has created a full set of unified communications and collaboration applications that operate in conjunction with our telephony products, acting together as part of a fully converged easy-to-use IT solution.

## Innovating for the Future

NEC's experience and innovation enable new approaches to how IT services are managed and delivered. Cloud delivery, business agility, real-time collaboration, and reliance on assured services are becoming essential foundational requirements for the success of the smart and secure SMB or large enterprise. These pillars are part of a rapidly evolving technology foundation by means of which NEC is creating new ways for businesses to grow.

# Make Smart IT Investments

Interruption of communications services means downtime for your business, customers, and loss of revenue



## Keeping in Control

- Centralized, intuitive management system
- Single point of entry and optimum fit in IT infrastructure
- Unified communications to enhance call management, productivity and efficiency
- Better and easy insight into fixed and mobile call costs

No one wants a communications system that's difficult to use and even harder to maintain and protect. That's why NEC's SV9100 platform is one of the easiest to configure Unified Communications systems on the market.

## Invest in Your Business's Future

Intelligent decision making starts with qualified information. The SV9100 comes with a simplified user-licensing structure and future-proof technology that meets the demands of your multi-generational employees. The SV9100 easily integrates with your existing NEC technology and is also capable of supporting future technologies.

## Secure Your Communications Easily

NEC has a rich history providing communications technology solutions. We are recognized as having the highest level of customer satisfaction among Unified Communications vendors and industry experts have acknowledged our platforms as having some of the lowest total costs of ownership on the market.

As such, we know that SMBs have distributed work environments. To keep your communications safe and affordable, the SV9100 provides IP failover and advanced security features. It also converges your voice and data networks, so you can reduce your hardware and transmission costs.



## UC Applications Include:

- Innovative application that increase efficiency and productivity
- Simplified call management through easy-to-use graphical user interfaces
- User Presence for real-time status and availability of colleagues
- Instant messaging for quick, real-time conversations
- Easy capture/upload of profile pictures to be associated with Busy Lamp Field (BLF) and company directory
- Color customization of main window and instant message window
- Internet browser access to features through UC Web Client
- Microsoft® Outlook® calendar integration
- Simplified call handling for operators and attendants
- Seamless integration with UNIVERGE SV9100 Contact Center application for contact center functionality
- Quick access and easy management of messages through the integration with InMail and UNIVERGE UM8000
- Runs on either an SV9100 internal server blade or external server – full functionality either way

## Make Collaborating easier with UC

Connection and collaboration are key to keeping communications running swiftly in any organization.

### Unify Your Communications, Messaging and Collaboration

NEC's UC Suite for SMBs delivers the tools that will increase performance throughout your organization. The UC Suite gives you and your employees access to the latest productivity-enhancing communications applications, such as user presence, instant messaging (IM), white boarding, application sharing, a multimedia softphone, and your UC client.

The UC Suite delivers on the promise of unifying your business's communications by integrating seamlessly with Microsoft® Outlook® and CRM applications. Our innovative UC Suite ties your organizational communications into your core business processes while also helping to increase employee productivity, shorten response times, encourage collaboration, and improve customer satisfaction.

With the SV9100 and its UC capabilities, your employees retain ownership of their communications. They set their schedule, and their phone rings accordingly. They launch a meeting or customer service session, and manage it directly from their UC Client. The SV9100 gives your employees exactly what they want—unencumbered communications tools that they control.

## Unify Your Messages Easily

Communication between you and your customers should never be difficult.

Your customers expect to be able to get in touch with you easily. They don't want long wait times, and they will demand smart contact capabilities. To be responsive to these needs, your employees must have tools at their disposal that help eliminate long call holds, incorrect call routing, and lost messages.

### Maximize Customer Satisfaction

The SV9100's Messaging solutions are the answer for small and medium businesses wishing to maximize customer satisfaction. As customers call your business, an instruction menu announcement will play, providing them with a choice of dialing options. From there, they can simply direct themselves to the party whom they are calling without an operator ever placing them on hold.

### Automate Your Communications

The SV9100's Messaging solutions automate your communications by providing your business with one voicemail system complete with integrated voice messaging capabilities and automated attendant features. These solutions increase user productivity by providing them with enhanced call control and an easy-to-use management interface.

With the additional productivity features that the Messaging solutions provide, your users will be able to save, delete or keep as new any voice message that has been forwarded to your email system, letting you empower your team to simplify message management and streamline business communications on their own—right from their desktop.



### **Voicemail Features:**

- Conversation Recording
- Answering Machine Emulation
- Fax Detection
- Find-Me/Follow-Me
- Cascading Message Notification
- Email Notification Save/Delete/ Keep as New Support
- Centralized Voicemail
- Interactive Softkeys
- Message Count Display
- Programmable Voice Prompts
- Download Selected Messages to a PC as .WAV Files
- Message Forwarding
- Remote or Local Message Notification (on or offsite) and more...

### **Automated Attendant Features:**

- Answer Schedule Tables
- Park and Page
- Capture Caller ID
- Single Digit Transfer
- Multiple greetings based on time of day/night, day of week, holiday and incoming outside line.

### **Messaging Solutions:**

- InMail
  - Up to 15 hours of storage or 120 hours of storage depending on SD installed.
- UNIVERGE UM8000
  - Up to 550 hours of storage
  - Fax Capabilities
  - Text to Speech

## **Provide Smart Mobility Options**

Organizations need mobile applications that offer enhanced communications tools for on-the-go employees.

Today's mobile workers depend on communication tools that accommodate flexible workspaces and allow free roaming wherever they are: in the office, or outside of it. The SV9100 gives your staff smart, reliable mobile applications that enhance their ability to provide quality services to your customers.

### **Stay Connected in Any Location**

NEC's SMB mobility solutions have been designed to give your employees freedom and flexibility through the use of one phone extension and voice mailbox to ensure they never miss another important call.

The SV9100's SMB mobility solutions allow users to set up their phones to ring the device of their choice. The phone is also set up according to pre-set rules that consider your current status/availability and who is trying to reach you.

Regardless of where you are or who is calling, your office extension will always be your caller ID. And, with the addition of NEC's Fixed Mobile Convergence solution, you can provide your employees with enhanced in-building and off-site coverage on mobile devices through your corporate Wi-Fi network. It doesn't matter which mobile solution you choose, your employees will always remain in touch — on any and all Apple® or Android® smart devices — tablet or mobile phone — company provided or personal device — that they are using.

### **Mobile Features for SMBs Include:**

- One-number access
- Single voice mailbox
- Flexible call control
- Management of Mobile Extension calls in progress
- Access to UC functionality:
  - Presence
  - Search for contacts by name and view their presence status or simply click to place a call on any mobile device
- Access to key desktop telephone features





## Run a Smart Contact Center

Today's customer expects to be able to communicate with your business on their own time, in whatever way they choose.

The SV9100 Contact Center and Attendant solutions provide you with all the tools necessary to make each interaction between your business and your customers quick and easy. Between improved response times, reduced abandon rates, lowered operating costs, and increased revenues, both you and your customers will see a rapid return on your investment.



### For Agents:

- Distributes call volume evenly among agents
- Efficiently routes callers based on pre-established criteria to the agent that best fits their needs
- Agents can login and out as needed depending on call volume
- Callers have option of leaving a message for agent callback, holding for an agent, or dial another extension/ACD group or voicemail box
- Ability to view status of other agents and queues
- PC-based Supervisor with Reports improves scheduling efficiency plus compiling, analyzing and managing information

### For Attendants/Operators:

- Easily handle calls directly from PC
- Screen-pop notifications display caller information
- Ability to view status of an extension
- Conversations can be recorded, saved, and forwarded as email attachment

# Simplify Your Purchase Decisions

Confusion and agitation are a thing of the past with the simplified User License structure.

NEC has streamlined and simplified its User License Structure.

Our licensing structure gives both technology and financial decision makers the opportunity to anticipate user cost and the application access each user will receive based on the License Package purchased.

## Standard User License Package

The Standard License Package is designed for the regular UC user — the average employee who works in Finance, Marketing, Human Resources, etc. Each Standard user gets UC features, voicemail, and unified messaging, so he or she will be fully enabled to work anywhere, anytime, and from any device as needed.



## Premium User License Package

The Premium User License Package is designed for contact center agents or UC power users that also function as, attendants and operators.

Each Premium user gets access to all the Standard UC features, as well as contact center, attendant, and CRM integration features — that will ultimately give them a more robust UC experience that easily ties into their daily business processes/business process technologies.

	Standard User	Premium User
IP Client: Right to use an IP Endpoint	✓	✓
Voice Mail: Voicemail box with Unified Messaging	✓	✓
Mobility: Mobile extension - “twin” internal extension with another phone, i.e. home / mobile / remote office	✓	✓
UC Suite: Web Client, Desktop Client, Voicemail Integration, and Microsoft Outlook Integration	✓	✓
UC Suite Attendant/CRM Integration: UC Attendant features plus supported CRM integrations	✗	✓
Contact Center Agent: Activates embedded contact center functionality and enables Agent login	✗	✓

## Tailor Your Communications by Industry

Communications technologies should cater to your needs, not the other way around.

NEC has a rich history providing communications solutions tailored for Hospitality, Healthcare, Education, Retail, Government, Finance, Manufacturing, and Transportation based organizations. If you're looking for a communications solution that meets your industry's individual needs, we're the people to talk to.



### In Your Hotel

A hospitality environment presents the ultimate challenge for customer service employees, and the SV9100 caters to these needs perfectly. With the demand for a mobile, connected workforce growing in the Hospitality Industry; efficient communications are critical to maintaining high-quality guest services. With the SV9100, properties get access to robust hospitality centric offerings. Your staff will be able to be productive regardless of location within the property or off the property—resulting in increased responsiveness to guest needs. The SV9100 integrates seamlessly with many of the common PMS systems already deployed in hotels.



### On Your Campus

Campuses are unique when it comes to communications. With the dispersed buildings, faculty and staff, and the increasingly mobile student population, the need for emergency communications, e-learning and robust communications technology that works in conjunction with multiple other technologies is becoming evident. The SV9100 is powerful and versatile enough to support all of a campus's communications requirements. From unified communications that help increase efficiency and productivity, to contact center solutions for student services' inbound calls, the SV9100 is the communications solution that your campus has been searching for.



### At Your Doctor's Office

Communication technology stability is critical to patient health and safety in a doctor's office. The SV9100 is a smart, secure investment for environments where privacy and responsiveness are of the utmost importance. Our Unified Communications enabled server is secure and safe, meaning that the physicians, nurses, and administrators in your facility can easily stay in contact with each other throughout the day, while patient information remains secure within the hospital's local communications network. Also, missed appointments will become a thing of the past with the SV9100's Appointment Reminder application. It enables you to send customized reminders and information to customers – reducing missed appointments and cancellations.





## Supply Freedom of Choice

A premium desktop phone for every member of your organization.

Running your business on an outdated system or forcing employees to use old devices that are ill equipped to handle their multi-faceted communications needs is bad for business. That's why the UNIVERGE SV9100 platform supports the latest range of NEC desktop and mobile endpoints, including the DT800/DT400 series terminals, voice over WLAN and IP and Digitally Enhanced Cordless Telephone (DECT) mobile handsets.

### Call from your Desk Phone

*For those interested in keeping handsets stationary:*

NEC's innovative desktop endpoint design is intended to deliver maximum deployment flexibility, while a wide range of choices allow for multiple combinations that fit any and all business niches or personalization requirements.

### Call from your Personalized Mobile Phone

*For those interested in providing a mobile handset:*

NEC's WLAN and DECT telephones give your employees secure, crystal-clear communications as they roam about your company's premises or anywhere else there is coverage, while providing all of the features and functionality of a desktop phone with standard mobile enhancements such as text messaging, push-to-talk, programmable keys, and integration with third party applications.

### 5 Reasons to choose UNIVERGE Desktop Telephones

- 1 **Wide-Range of Choices** - choose from IP or digital, 2-line keys to 32+ or DESI-less, grayscale, color or touch-screen display, custom keypads, plus more
- 2 **Customizable function keys** - can be adapted to the exact individual requirements of your business
- 3 **User-friendly interface** - little or no staff training required
- 4 **Wireless Adapter\*** - allows placement of telephones anywhere within range of wireless network
- 5 **Bluetooth Connection Adapter\*** - enables users to receive and place calls through either their smart device or desktop telephone

*\*Adapters supported on certain models*

# Reinvent the Desktop Telephone

Communication continues to evolve each day, and to keep up, so must your desktop telephone.

The increasing technological innovations of smartphones and tablets has led to the creation of a new breed of desktop phone. The UT880 integrates the traditional desktop telephone and a tablet into one device that provides you with an innovative, feature-packed desktop phone that revolutionizes your user experience.

The UT880 Takes it to the Next Level by offering:

- A full seven-inch color display with four-finger multi-touch capabilities
- A Multi-Line client that emulates any NEC telephone
- Full SV9100 platform voice functionality and hands-free speakerphone
- Multiple login support
- Integrated Bluetooth capability
- Built-in camera for pictures and video applications
- Open interface for application development
- USB port

The UT880 also provides you with access to your NEC UC client. UC client functionality, from corporate directory, presence, and instant messaging to unified messaging and call control, is available at your fingertips.



# Improving the Way You Work

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## Office Worker

The conference feature allows employees to effortlessly set up a virtual meeting for colleagues on short notice, wherever they are, enabling faster business decision making, as well as reducing travel time and expenses.



## Contact Center

The UNIVERGE SV9100 Contact Center provides a detailed view of call activity of all agents — statistics can be used to reduce abandoned calls and follow up on missed calls. Callers are kept informed with periodic announcements.



## Security

The IP video door-phone functionality enables audio and visual monitoring of entrances which increases facility security.



## Receptionist

UC Suite provides receptionists with a pop-up window that displays caller information and enables them to answer calls, see colleague's availability, transfer, park or take a message with a simple mouse click or a drag-and-drop.



## IT Manager

The centralized management functionality allows IT personnel to connect to the network locally or remotely, enabling staff to easily maintain all communication servers from a single location.



## Remote / Home Worker

UC Suite enables employees to use either their desktop phone or softphone at a remote or home office location to communicate with colleagues with the same ease as if they were in the office.



## Mobile Staff

In-built mobility keeps customers and sales people connected via a single published phone number - from any location on any device. WLAN and DECT mobile handsets allow employees to stay in touch anywhere in the workplace, making them more accessible and responsive to customer needs.



## Customer Interaction

The Auto-Attendant feature plays a greeting to all callers and ensures that they are routed to the correct department/ person.





## Simplify Your Customer Interactions

Customer service is the key to any business, and ensuring your customers speak with the right person is crucial. This is easy with the SV9100's Contact Center applications.

Boost customer service and agent productivity by routing calls based upon the number called, waiting times, and the time of day. Priority callers can jump the queue by dialing special queue numbers.

Your customers are given the option of either leaving a message for agent call-back or holding for the next available agent. Callers are always kept in the loop with periodic announcements.

Detailed reporting can be used for agent scheduling, business analysis and improving the efficiency of your contact center. These reports can be scheduled or printed on demand in both textual and graphical formats.

Agents and supervisors are always informed with alerts sent directly to their desk phone. The SV9100's real-time display provides a virtual wallboard directly to agent's screens. Contact center applications can provide supervisors with both queue threshold and agent information on their PCs. Supervisors and authorized agents can also utilize an Agent desktop application to message important information to specific groups.

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Orchestrating a brighter world

NEC

Smart Communications for Small and Medium Business

# UNIVERGE® SV9300 Communications Solution



# NEC has built smart SMB solutions that leverage technologies to optimize business practices, drive workforce engagement, and create a competitive advantage.



## At a Glance

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- Future-proof Unified Communications solution for the multi-gen workforce
- Simplified user licensing
- Excellent warranty
- Low Total Cost of Ownership
- Vertical market-specific solutions
- Voice/UC/UM fully integrated
- Comprehensive contact center suite
- Broad range of mobility applications/devices
- Wide range of end-points
- Delivers on NEC's green initiatives
- Safeguards your investment
- Multi-Line SIP Client, Multi-Carrier Support

## Choose the UNIVERGE SV9300

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Interruption of communications services means downtime for your business, customers, and loss of revenue

Today's economic environment is a challenge for businesses of all sizes. To stay competitive, SMBs need the right tools to be more efficient, flexible, and productive.

Competitive businesses come in all sizes, but successful enterprises always have one thing in common: great teamwork. In the age of increasingly disparate working locations and job complexity, communications play a crucial part in achieving business success.

Today's smart SMBs must be powered by smart solutions. That's why NEC provides you with the broadest range of industry specific communications solutions—so you can easily make quicker, more informed business decisions, drive loyalty, and keep ahead of your competitors.

NEC's UNIVERGE® SV9300 is the unified communications solution of choice for SMBs that don't want to be left behind.

Our UNIVERGE SV9300 platform is a powerful communications solution that is designed to fit your needs, and provides competitive businesses with the high-efficiency and easy-to-deploy technology that they require.

Reliable, scalable, adaptable and easy-to-manage, the SV9300 is built on cutting-edge technology that supports voice, unified communications and collaboration, unified messaging and mobility.

# Grow Your Business with Smart Communications



## Business Agility

Adaptive IT and empowered mobile workforces that are more responsive to business.



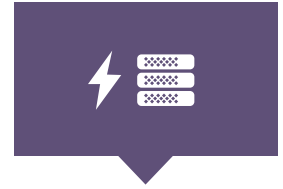
## Cloud Delivery

Flexible deployment models that enable business growth and increased efficiencies.



## Collaborative Communities

Powerful tools that provide a rich user experience for collaboration across organizations.



## Assured Services

Highly available, secure and scalable infrastructure designed for business continuity.

### Work together – even though you’re apart.

Competing in today’s business environment requires agility—when meeting challenges, making decisions and delivering products and services. With more than 115 years of excellence in both Information and Communications Technologies (ICT), NEC shares its vision through its award-winning communications technologies

### Redefining Communications

The smart SMB innovates by leveraging the best and most current information technologies, tools and products. NEC has created a full set of unified communications and collaboration applications that operate in conjunction with our telephony products, acting together as part of a fully converged easy-to-use IT solution.

### Innovating for the Future

NEC’s experience and innovation enable new approaches to how IT services are managed and delivered. Cloud delivery, business agility, real-time collaboration and reliance on assured services are becoming essential foundational requirements for the success of the smart and secure SMB. These pillars are part of a rapidly evolving technology foundation by means of which NEC is creating new ways for businesses to grow.

## Make Smart IT Investments

No one wants a communications system that’s difficult to use and even harder to maintain and protect. That’s why NEC’s SV9300 platform is one of the easiest to configure Unified Communications systems on the market.

### Maintain IT More Efficiently

The SV9300 easily integrates with existing IT technology as a fully interoperable digital or IP system. The user-friendly management interface streamlines system administration, giving your IT department one personalized portal to administer the entire communications system. Voice, Unified Communications, and Voicemail will all be managed from one central location.

### Invest in Your Business’s Future

Intelligent decision making starts with qualified information. The SV9300 comes with an extended 5-year warranty and future proof technology that meets the demands of your multi-generational employees. NEC has the highest level of customer satisfaction among Unified Communication vendors, and also brings you an incredibly smart investment. Our Unified Communications platforms have been recognized by industry experts as having some of the lowest total costs of ownership on the market.



### Keeping in Control

- Centralized, intuitive management system
- Single point of entry and optimum fit into IT environments
- Better and easy insight into fixed and mobile call costs
- 4 System packages to meet system redundancy needs:
  - Basic System
  - Remote System
  - Dual CPU System
  - Failover CPU System



## SV9300 UC for Enterprise (UCE) Suite of Applications for SMBs Include:

- Presence
- Call Control
- Instant Messaging
- Group Chat
- Mobility
- Collaboration
- Voice/Video Conferencing
- Microsoft® Outlook® 2010/2013 presence integration
- Organization/Skill search
- Multiple ringing of devices
- Move call among multiple devices

## Make Collaborating easier with UC

### Unify Your Communications, Messaging and Collaboration

NEC's SV9300 UC for Enterprise (UCE) suite of applications gives you the communication tools you need to streamline communications and information delivery. With this powerful, manageable solution your information is centralized and messages unified, so your employees can efficiently manage day-to-day business and communications easily.

SV9300 UC's empowered user is able to dictate and manage how, when and where he/she wants to be reached via the desktop and mobile clients. And with the help and inclusion of single number reach, an integrated softphone, call forwarding and voice/video conferencing and collaboration you can ensure that your customers can reach whomever they need to, when they need to. It also provides you with the option of using the desktop client as a standalone application or integrated with your Microsoft® Office Outlook® client.

With SV9300 UC, your employees retain ownership of their communications. They can set their schedule and their phones rings accordingly, or launch a meeting or customer service session and manage it directly from their desktop. SV9300 UC gives your employees exactly what they want, unencumbered communications that they control.

## Unify Your Messages Easily

Communication between you and your customers should never be difficult.

Your customers expect to be able to get in touch with you easily. They don't want long wait times and they will demand smart contact capabilities. To be responsive to these needs, your employees must have tools at their disposal that help eliminate long call holds, incorrect call routing, and lost messages.

### Maximize Customer Satisfaction

NEC's Unified Messaging (UM) solution is the answer for small and medium businesses wishing to maximize customer satisfaction. As customers call your business, an instruction menu announcement will play providing them with a choice of dialing options. From there, they can simply direct themselves to the party whom they are calling without an operator ever putting them on hold.

### Automate Your Communications

The SV9300 UM system automates your communications by providing your business with one voicemail system complete with integrated voice messaging capabilities and automated attendant features. Our UM solution increases user productivity by providing them with enhanced call control and an easy-to-use management interface.

With the additional productivity features that UM provides, your users will be able to save, delete, or keep as new any voice message that has been forwarded to your email system, letting you empower your team to simplify message management and streamline business communications on their own—right from their Interactive Softkeys.

## Voicemail Features:

- Conversation Recording
- Answering Machine Emulation
- Fax Detection
- Find-Me/Follow-Me
- Cascading Message Notification
- Email Notification Save/Delete/ Keep as New Support
- Centralized Voicemail
- Interactive Softkeys
- Message Count Display
- Programmable Voice Prompts
- Download Selected Messages to a PC as .WAV Files
- Message Forwarding
- Remote or Local Message Notification (on or offsite) and more...

## Automated Attendant Features:

- Answer Schedule Tables
- Park and Page
- Capture Caller ID
- Single Digit Transfer
- Multiple greetings based on time of day/night, day of week, holiday and incoming outside line.



## Provide Smart Mobility Options

Organizations need mobile applications with enhanced communications tools for on-the-go employees.

### Stay Connected in Any Location

NEC offers many mobility solutions designed to fit specific needs. Our SMB Mobility solutions have been designed to give your employees freedom and flexibility through the use of one phone extension and voice mailbox that travels with them and provides them with access to a wide range of UC capabilities.

SV9300 UC Mobility allows users to set up their phones to ring on the device of their choice. The phone is also set up according to pre-set rules that consider your current status/ availability, and who is trying to reach you.

Regardless of where you are or who is calling, your office extension will always be your single number. And, with the addition of the SV9300 UC's mobility application, you can provide your employees with enhanced coverage on their mobile devices (iOS and Android) anywhere there is Wi-Fi or 4G. Your employees will gain a consistent user experience and tool-set, regardless of which smart device they are using — Apple® or Android™, tablet or mobile phone.

### Mobile Features Include:

- Single number reach and centralized, visual voicemail
- Enhanced Mobile Presence features
- Federation with other UC applications/platforms enabling real-time access to communications and presence data from external systems
- Native Apple iPhone® and Android applications including IM and optional video/collaboration integration
- An easy-to-use interface for setting contact rules and changing status
- Enterprise dialing, presence-enabled directory and call history via desktop, web-enabled cell, or iPhone/Android phones
- Seamless, uninterrupted call transfer between mobile and desktop phones
- Integrates seamlessly with mobility applications for dual-mode capabilities
- Quick messaging for social networking with colleagues
- Increased customer satisfaction



## Run a Smart Contact Center

Today's customer expects to be able to communicate with your business on their own time, in whatever way they choose.

The SV9300 Contact Center Suite provides you with all the tools necessary to make each interaction between your business and your customers quick and easy. Between improved response times, reduced abandon rates, lowered operating costs, and increased revenues, both you and your customers will see a rapid return on your investment.



### 5 Reasons to choose UNIVERGE SV9300 Contact Center Suite

- 1 **Improve your customer service** - Skills-based routing means callers experience quicker, more efficient service
- 2 **Measure and manage your team** - Judge your team's performance on a daily basis with customized reports
- 3 **Keep your customers satisfied** - The Callback feature means customers who are unable to hold can leave a message and receive an automated call back
- 4 **Deliver multimedia easily** - Multimedia Queuing delivers all communications—fax, email, web chat messages, and more—to your agents in a prioritized, familiar way
- 5 **Motivate your team** - Dynamic wallboards encourage healthy competition between agents, with performance levels displayed in real-time

# Simplify Your Purchase Decisions

**Confusion and agitation are a thing of the past with the simplified User License structure.**

NEC has streamlined and simplified its User License Structure.

Our licensing structure gives both technology and financial decision makers the opportunity to anticipate user cost and the application access each user will receive based on the license package purchased.

## Basic User License Package

The Basic User License Package is designed for regular IP voice users—the average employee who works in Finance, Human Resources, etc. It provides the administrator with System Management and Single Point of Entry.

## Standard User License Package

The Standard User License Package is designed for the regular UC user. Each standard user gets access to all the Basic User features plus UC desktop/mobility, Voicemail, and Unified Messaging.

## Standard Plus User License Package

The Standard Plus User License Package is designed for the constant UC user, frequent travelers and mobile workers. Each Standard Plus user gets access to all the Standard user features plus desktop softphone and UC mobility softphone capabilities.

## Premium User License Package

The Premium User License Package is designed for the constant UC user, frequent travelers and mobile workers. Each Premium user gets access to all Standard Plus user features, plus the web-based Collaboration (CMM) application.



	Basic User	Standard User	Standard Plus User	Premium User
IP Client: Provides for both standard SIP and NEC SIP users	✓	✓	✓	✓
UC Manager: 1 Extension / Voice Mail / Assistant License (Standard Plus has qty 2 Licenses)	✓	✓	✓	✓
Voice Mail: Voice Mail box with Unified Messaging	✗	✓	✓	✓
UC Desktop and Mobile Feature	✗	✓	✓	✓
Softphone: Desktop / Mobility / Softphone	✗	✗	✓	✓
CMM Web Collaboration	✗	✗	✗	✓



## Tailor Your Communications by Industry

**Communications technologies should cater to your needs, not the other way around.**

NEC has a rich history providing communications technology solutions tailored for Hospitality, Healthcare, Education, Government, Finance, Manufacturing, and Transportation based organizations. If you're looking for a communications solution that meets your industry's individual needs, we're the people to talk to.



### In Your Hotel

A hospitality environment presents the ultimate challenge for customer service employees, and the SV9300 caters to these needs perfectly. With the demand for a mobile connected workforce growing in the hospitality industry; efficient communications are critical to maintaining high-quality guest services. SV9300 users get access to robust hospitality centric offerings such as the SV9300 UC Attendant's HotSOS integration which optimizes hotel operations and improves efficiency. Your staff will be able to be productive regardless of location — resulting in increased responsiveness to guest needs.



### At the Hospital

Every Hospital administrator wants to streamline clinical workflows and enable better patient care. The SV9300 lets hospitals meet the challenges of healthcare information sharing head on. From managing the flow of the patients in the reception area, to ensuring that physicians, nurses and staff can be reached from one phone extension wherever they may be in the hospital. The SV9300 is a unique solution that reduces the administrative and process-driven strains on your IT system, so your staff can get back to what they do best: caring for patients.



### For the Government

International and regional airports experience many emergencies in today's ever changing way of life. Quick response times and emergency department communications are vital when reacting to emergency situations. The SV9300 airport emergency kit brings all emergency departments together in a time of crisis when time and personnel need to be coordinated with precision.



## Supply Freedom of Choice

A premium desktop phone for every member of your organization.

Running your business on an outdated system or forcing employees to use old devices that are ill equipped to handle their multi-faceted communications needs is bad for business. That's why the SV9300 platform supports the latest range of NEC desktop and mobile endpoints, including the DT800/DT400 series terminals, voice over WLAN and IP and Digitally Enhanced Cordless Telephone (DECT) mobile handsets.

### Call from your Desk Phone

*For those interested in keeping handsets stationary:*

NEC's innovative desktop endpoint design is intended to deliver maximum deployment flexibility, while a wide range of choices allow for multiple combinations that fit any and all business niches or personalization requirements.

### Call from your Personalized Mobile Phone

*For those interested in providing a mobile handset:*

NEC's WLAN and DECT telephones give your employees secure, crystal-clear communications as they roam about your company's premises or anywhere else there is coverage, while providing all of the features and functionality of a desktop phone with standard mobile enhancements such as text messaging, push-to-talk, programmable keys, and integration with third party applications.

## 5 Reasons to choose UNIVERGE Desktop Telephones

- 1 **Wide-Range of Choices** - choose from IP or digital, 2-line keys to 32+ or DESI-less, grayscale, color or touch-screen display, custom keypads, plus more
- 2 **Customizable function keys** - can be adapted to the exact individual requirements of your business
- 3 **User-friendly interface** - little or no staff training required
- 4 **Wireless Adapter\*** - allows placement of telephones anywhere within range of wireless network
- 5 **Bluetooth Connection Adapter\*** - enables users to receive and place calls through either their smart device or desktop telephone

*\*Adapters supported on certain models*

## Reinvent the Desktop Telephone

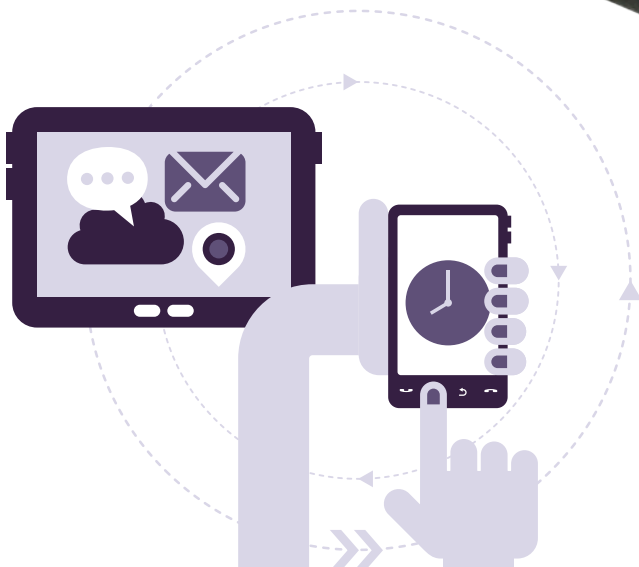
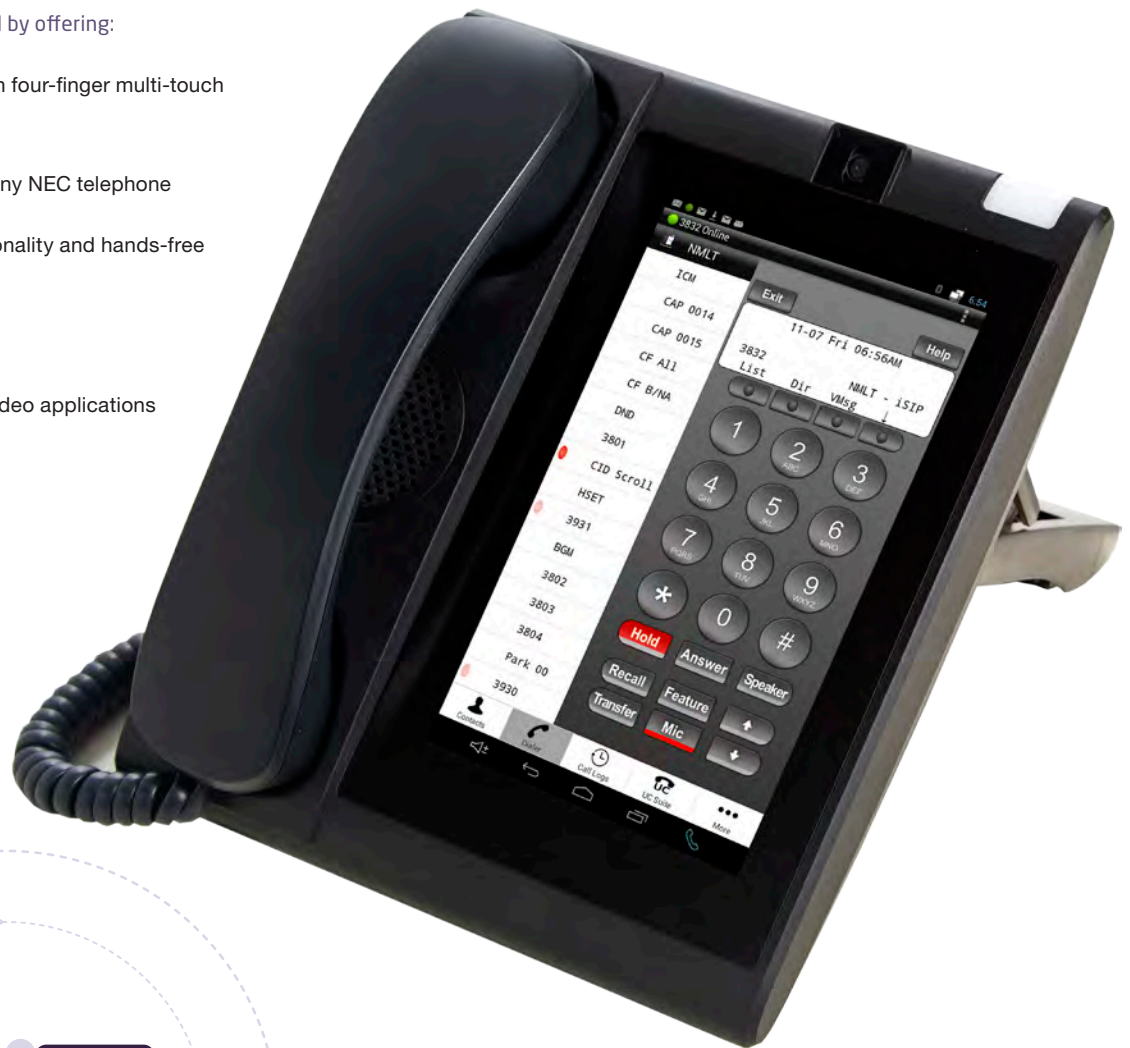
Communication continues to evolve each day, and to keep up, so must your desktop telephone.

The increasing technological innovations of smartphones and tablets has led to the creation of a new breed of desktop phone. The UT880 integrates the traditional desktop telephone and a tablet into one device that provides you with an innovative, feature-packed desktop phone that revolutionizes your calling experience.

The UT880 Takes it to the Next Level by offering:

- A full seven-inch color display with four-finger multi-touch capabilities
- A Multi-Line client that emulates any NEC telephone
- Full SV9300 platform voice functionality and hands-free speakerphone
- Integrated Bluetooth capability
- Built-in camera for pictures and video applications
- Multiple login support
- USB port

The UT880 also provides you with access to your SV9300 UC desktop client. All UC functionality from corporate directory, presence, instant messaging, unified messaging and call control is available at your fingertips.



# Smart Scalability - Scale More Efficiently

From intelligent call handling to rich UC and collaboration, SV9300 UC delivers.

## Grows with your business - Stations: 2048 ports per system



## Handsets for every work situation - IP DECT, WiFi, & Terminals



## Business boosting applications - Extend your communication



UC & C



Call Management



Unified Messaging/  
Mobility



Contact Center



Attendant



Management





**Corporate Headquarters (Japan)**  
 NEC Corporation  
[nec.com](http://nec.com)

**North America (USA & Canada)**  
 NEC Corporation of America  
[necam.com](http://necam.com)

**NEC Enterprise Solutions**  
 NEC Europe Ltd  
[nec-enterprise.com](http://nec-enterprise.com)

**APAC**  
 NEC Asia Pacific Pte Ltd  
[sg.nec.com](http://sg.nec.com)

**Latin America**  
 NEC Latin America  
[lasc.necam.com](http://lasc.necam.com)

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NEC Corporation of America

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Orchestrating a brighter world

NEC

# UNIVERGE® SV9500 Communications Solution





# NEC's Smart Enterprise solutions leverage technologies to optimize business practices, drive workforce engagement, and create a competitive advantage.



## At a Glance

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- Future-proof Unified Communications solution for the multi-gen workforce
- Simplified user licensing
- Excellent warranty
- Low Total Cost of Ownership
- Vertical market-specific solutions
- Voice/UC/UM fully integrated
- Comprehensive contact center suite
- Broad range of mobility applications/devices
- Wide range of end-points
- System capacity up to 4,000 IP Stations
- Expandable to 16,000 (UMGI) / 192,000 (FCCS/CCIS)
- Virtualization support
- Delivers on NEC's green initiatives
- Safeguards your investment

## Overview

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### Choose the UNIVERGE SV9500

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**Communications technology is rapidly changing.**

Competitive businesses come in all sizes, but successful enterprises always have one thing in common: great teamwork. In the age of increasingly disparate working locations and job complexity, communications play a crucial part in achieving business success.

Today's smart enterprises must be powered by smart solutions. That's why NEC provides you with the broadest range of industry

specific communications solutions—so you can easily make quicker, more informed business decisions, drive loyalty, and keep ahead of your competitors. Today's economic environment is a challenge for businesses of all sizes. To stay competitive, enterprises need to have the right tools to be more efficient, flexible, and productive. That's why NEC has built smart enterprise solutions, so you can optimize business practices, drive workforce engagement, and create a competitive advantage.





## Solution

### Achieve the Smart Enterprise

#### Work together – even though you're apart.

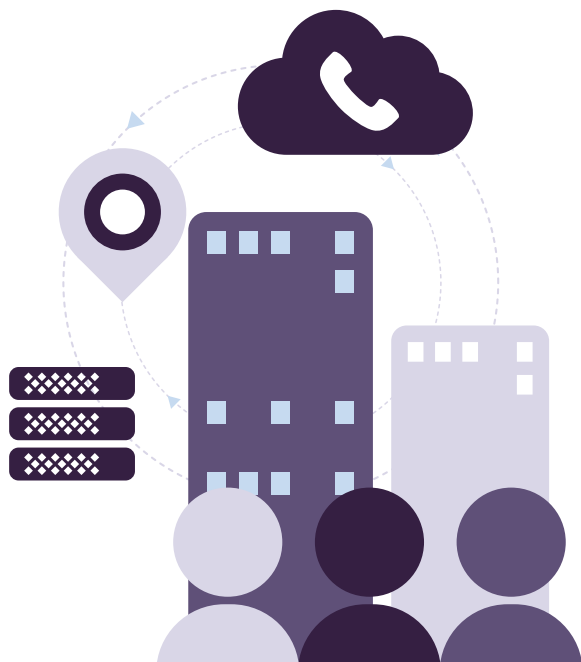
Competing in today's business environment requires agility—when meeting challenges, making decisions, and delivering products and services. With more than 115 years of excellence in both Information and Communications Technologies (ICT), NEC shares its vision through its award-winning communications technologies.

#### Redefining Enterprise Communications

The smart enterprise innovates by leveraging the best and most current information technologies, tools, and products. NEC has created a full set of unified communications and collaboration applications that operate in conjunction with our telephony products, acting together as part of a fully converged easy-to-use IT solution.

#### Innovating for the Future

NEC's experience and innovation enable new approaches to how IT services are managed and delivered. Cloud delivery, business agility, real-time collaboration, and reliance on assured services are becoming essential foundational requirements for the success of the smart and secure enterprise. These pillars are part of a rapidly evolving technology foundation by means of which NEC is creating new ways for businesses to grow.



#### Business Agility

Adaptive IT and empowered mobile workforces that are more responsive to business.



#### Cloud Delivery

Flexible deployment models that enable business growth and increased efficiencies.



#### Collaborative Communities

Powerful tools that provide a rich user experience for collaboration across organizations.



#### Assured Services

Highly available, secure and scalable infrastructure designed for business continuity.

# Make Smart IT Investments

**Interruption of communications services means downtime for your business, your customers, and loss of revenue**

No one wants a communications system that's difficult to use and even harder to maintain and protect. That's why NEC's SV9500 platform is one of the easiest to configure Unified Communications systems on the market.

## Maintain IT More Efficiently

The SV9500 easily integrates with existing IT technology as a fully interoperable digital or IP system. The user-friendly management interface streamlines system administration, giving your IT department one personalized portal to administer the entire communications system — Voice, Unified Communications, and Voicemail — all from one central location.

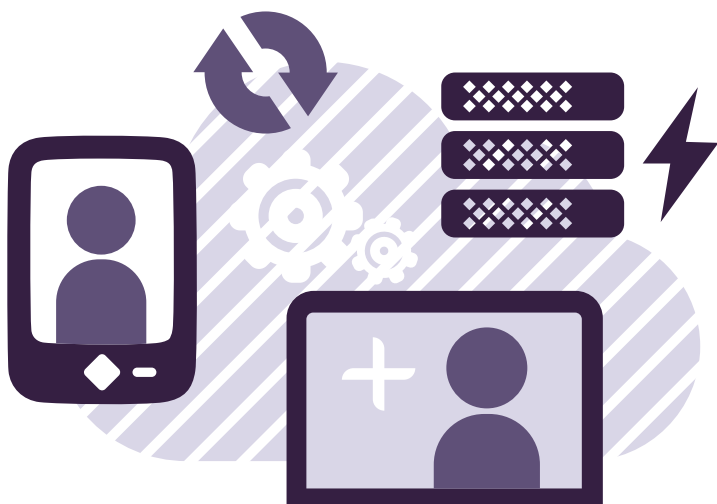
## Invest in Your Organization's Future

Intelligent decision making starts with qualified information. The SV9500 offers an extended 5-year warranty and future-proof technology that meets the demands of your multi-generational employees. NEC has the highest level of customer satisfaction among Unified Communications vendors, and also brings you an incredibly smart investment. Our Unified Communications platforms have been recognized by industry experts as having some of the lowest total costs of ownership on the market.



## Keeping in Control

- Centralized, intuitive and open management system
- Single point of entry, open interfaces and optimum fit into IT environments
- Better and easy insight into fixed and mobile call costs
- 3 Delivery Models:
  - Pre-Packaged Server Model
  - Software Model
  - Appliance Model



## The UC Suite of Applications for Enterprise Includes:

- Presence
- Call Control
- Instant Messaging
- Group Chat
- Mobility
- Collaboration
- Voice/Video Conferencing
- Microsoft® Outlook® 2010/2013 presence integration
- Organization/Skill search
- Multiple ringing of devices
- Move call among multiple devices

# Make Collaborating easier with UC

---

**Connection and collaboration are key to keeping communications running swiftly in any organization.**

## **Unify Your Communications, Messaging and Collaboration**

NEC's SV9500 UC for Enterprise suite of applications gives you the communication tools you need to streamline communications and information delivery. With this powerful, manageable solution, your information is centralized and messages unified, so your employees can efficiently manage day-to-day business and communications easily.

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## **Virtualize Your Environment**

---

**Accommodation of your enterprise communications platform should not stress your existing IT systems.**

### **Managing Growth**

- Advanced security through extensive controls
- Virtualization support
  - VMWare ESXi 5.5 and 6.0.
  - VMWare HA
  - VMWare VMotion
  - Hyper-V Windows Server 2012 R2
  - Fail Over Clustering
  - Live Migrations

Enterprises that rely on multiple operating systems, applications and platforms to keep their infrastructure running cannot afford a costly or stressful communications system deployment. That's why NEC has given enterprises the option of utilizing the SV9500 platform as a fully virtualized communications solution.



In virtualizing your unified communications applications, your organization gets the same great benefits you've realized from premises servers in the past, while reaping several new abilities; like the capacity to deploy applications faster, increase performance and availability, and operation automation — resulting in IT that's easier to implement and less costly to own and maintain.

The UNIVERGE SV9500 is now supported on VMware or Hyper-V as virtual appliance, meaning you skip the installation on a network server. Instead, you can now download VMware or Hyper-V-compatible OVA files to integrate NEC's Unified Communications applications onto your own hardware and existing VMware or Hyper-V operating systems. Reliable, flexible, and cost-effective. Deployment is now that simple.

## Provide Smart Mobility Options

**Organizations need mobile applications that offer enhanced communications tools for on-the-go employees.**

Your employees depend on communication tools that accommodate flexible workspaces and allow free roaming whether they are in the office or outside of it.

### Stay Connected in Any Location

NEC offers many mobility solutions designed to fit specific needs. Our Enterprise Mobility solutions have been designed to give your employees freedom and flexibility through the use of one phone extension and voice mailbox that travels with them and provides access to a wide range of UC capabilities.

SV9500 UC Mobility allows users to set up their phones to ring on the device of their choice. The phone is also set up according to pre-set rules that consider your current status/availability and who it is that is trying to reach you.

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- Quick messaging for social networking with colleagues
- Increased customer satisfaction





## Employ Your Smartest Contact Center

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Today's customers expect to be able to communicate with your business on their own time in whatever way they choose.

### Make it Easy to Connect and Enhance Customer Experience

SV9500 UC Contact Center suite provides you with all the tools necessary to make each interaction between your customers and your business quick and easy. Between improved response times, reduced abandon rates, lower operating costs, and increased revenues, both you and your customers will see a return on your investment with the installation of the SV9500 and the SV9500 UC Contact Center Suite.

### The SV9500 UC Contact Center Suite Offers:

- Skills-based routing centered on the caller's area code, caller ID, account code and auto attendant selection
- The ability to set caller expectations with estimated time-to-answer and spoken queue depth information
- Callers the option to request an immediate or scheduled callback when the wait time is long
- Custom announcements to callers in queue with useful information and offers
- Callers the ability to reach the appropriate agent based on menus and selections

*The SV9500 is a unique solution that reduces the administrative and process-driven strains on your IT system*



## Customize Your Communications by Industry

**Communications technologies should cater to your needs, not the other way around.**

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### At the Hospital

Every hospital administrator wants to streamline clinical workflows and enable better patient care. The SV9500 lets hospitals meet the challenges of healthcare information sharing head on. From managing the flow of the patients in the reception area, to ensuring that physicians, nurses, and staff can be reached from one phone extension wherever they may be in the hospital. The SV9500 is a unique solution that reduces the administrative and process-driven strains on your IT system, so your staff can get back to what they do best: caring for patients.



### For the Government

City and state governments are simplifying the deployment, operations, and interoperability of their communications solutions. The SV9500 virtualized platform allows governments to streamline communications and ultimately provide more connected end-user experiences from any location across multiple devices. The SV9500 also improves enterprise telephony with advanced communications features all while running in your own secure, safe environment.



## Supply Freedom of Choice

**Personalization is important to the creation of a smart work environment with motivated personnel.**

Personalization is important to the creation of a smart work environment with motivated personnel.

Running your business on an outdated system or forcing employees to use old devices that are ill equipped to handle their multi-faceted communications needs is bad for business. That's why the SV9500 platform supports the latest range of NEC desktop and mobile endpoints, including the DT800/DT400 series terminals, voice over WLAN and IP and Digitally Enhanced Cordless Telephone (DECT) mobile handsets.

### Call from your Desk Phone

*For those interested in keeping handsets stationary:*

NEC's innovative desktop endpoint design is intended to deliver maximum deployment flexibility, while a wide range of choices allow for multiple combinations that fit any and all business niches or personalization requirements.

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## Reinvent the Desktop Telephone

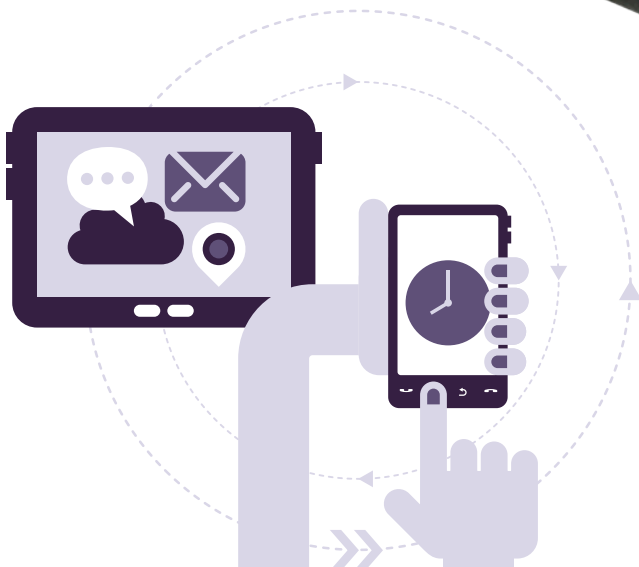
**Communication continues to evolve each day, and to keep up, so must your desktop telephone.**

The increasing technological innovations of smartphones and tablets has led to the creation of a new breed of desktop phone. The new UT880 integrates the traditional desktop telephone and a tablet into one device that provides you with an innovative, feature-packed desktop phone that revolutionizes your calling experience.

The UT880 also provides you with access to your SV9500 UC desktop client. All UC functionality, from corporate directory, presence, and instant messaging to unified messaging and call control, is available at your fingertips.

### The UT880 Takes it to the Next Level by offering:

- A full seven-inch color display with four-finger multi-touch capabilities
- UNIVERGE Multi-Line client that emulates any NEC telephone
- Full SV9500 platform voice functionality and hands-free speakerphone
- Integrated Bluetooth capability
- Built-in camera for pictures and video applications
- Multiple login support
- USB port



# Smart Scalability - Scale More Efficiently

From intelligent call handling to rich UC and collaboration, SV9500 delivers.

## Grows with your business - Stations: 4,000 ports per system



- > Trunks: 4,000 ports per system
- > UMGi: 16,000 ports
- > SR-MGC: 255 Units per system
- > FCCS/CCIS: 252 nodes/192,000 ports

## Handsets for every work situation - IP DECT, WiFi, & Terminals



## Business boosting applications - Extend your communication



UC & C



Call Management



Unified Messaging/  
Mobility



Contact Center



Attendant



Management



## Scalability with the SV9500 UMgi System

The UMgi is a large scale SV9500 enterprise system providing the ability to locate nodes supporting both IP and traditional TDM stations and trunks, across your entire geographical network. Although nodes may be in different physical locations, UMgi is one single system with single database and maintenance facilities. The UMgi is designed to be remarkably scalable in simple increments, by node, up to the total system capacity of 16,000 IP stations, within 24,576 total ports. (IP gateways are available for remote stations, and trunks through LAN connections.)

## Multiple Nodes Are Available

Depending on your redundancy requirements, multiple nodes are available, including the Primary Node (Main System), the Geo Redundant Node (GR-Node) and the Survivable Remote Node (SR-Node).

## Protection with Geo-Redundant Node (GR-Node)

Geographical Redundancy provides full survivability of the SV9500 through use of “Standby CPUs” either located in the same facility as the “Primary CPU” or at different geographical locations.

Multiple Nodes (CPUs) can be configured in this Geo-Redundant deployment. This provides your operations with unsurpassed survivability options--from small scale sites to complete system redundancy.

## Survivable Remote Node (SR-Node)

The SR-Node will ensure that your remote nodes are protected and survivable. Should a lost connection to the Center Control Node occur, your remote nodes will operate independently.

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Orchestrating a brighter world

NEC

# UNIVERGE<sup>®</sup> INTEGRATION PLATFORM

WORKFLOWS SIMPLIFIED



# WORKFLOWS SIMPLIFIED

## NEC INTEGRATION PLATFORM

In this day and age of digital transformation, organizations can sometimes struggle with implementing new applications and services, and integrating them into their existing business processes. It can often entail having to break existing processes and building new ones. It can also force unanticipated integration with on-premises infrastructure and solutions.\* This can hinder deployment and eat up a large part your IT resources time.

NEC's UNIVERGE Integration Platform (UIP) helps to alleviate these issues by easily tying disparate software systems together to function as one complete end-to-end solution. It connects any application/data source and enables comprehensive Application Programming Interface (API) management – whether in the cloud, on-premises or hybrid environment.



### AT A GLANCE

- > **Ties disparate software systems** together to function as one complete end-to-end solution - whether in the cloud, on-premises or hybrid environment
- > **Connects any application/data source** (incl proprietary APIs) and enables flexible management
- > **Provides a real-time and event-driven architecture** with advanced feature support
- > **Easy to deploy and configure** – gives you the capability of a developer without learning to write code
- > **Intuitive interface** with advanced features to build simple to complex workflows
- > **Accelerates business** agility by improving the effectiveness of business processes
- > **Accessible from anywhere** thanks to web-based workflow design and monitoring interface
- > **Pre-built integrations** with other NEC products





**SOLUTION**

NEC's UNIVERGE Integration Platform can help accelerate your organization's agility by being able to quickly and easily integrate new software solutions into your business processes. In the not too distant past, you would have to build individual APIs for various platforms and solutions to communicate. This would require a developer with the right skills set to write code using different protocols and languages. Unfortunately, this way provides no central coordination/management and it can be a very expensive process.

**With NEC's UIP, that all changes!** It gives you the capability of a developer without having to learn to write code. Through its intuitive software, you can easily integrate and connect separate systems via workflows for your unique business purpose. It provides your business with care-free connectivity based on an open, secure, interoperable platform with integration on all levels:

- > The physical level to connect network devices, terminals and sensors.
- > The application level where modern APIs interconnect innovative applications, unlock data and drive business agility.
- > The integration level to design meaningful workflows in a swift and flexible manner.

**WELCOME TO THE APPLICATION NETWORK**

# INNOVATION AND NEW SERVICES AT THE HEART OF DIGITAL TRANSFORMATION

---



# WORKFLOW CUSTOMIZATION

UIP helps you navigate the complex business logic needed in developing the workflows to make everything run seamlessly. The Workflow Designer enables you to easily configure what you want the UIP to do when a workflow instance is started.

For example, to which applications should it connect, in which order, and what data should it pass between these applications. This dynamic logic is custom built by you to connect multiple systems together through the use of commands in Adapters.

NEC's UIP comes with nearly 50 pre-configured Adapters and the list is growing with every release. It also has the ability to add custom adapters as well, if necessary. An

Adapter is a software component that converts proprietary application APIs to standard events and commands that a workflow can use to talk to these applications.



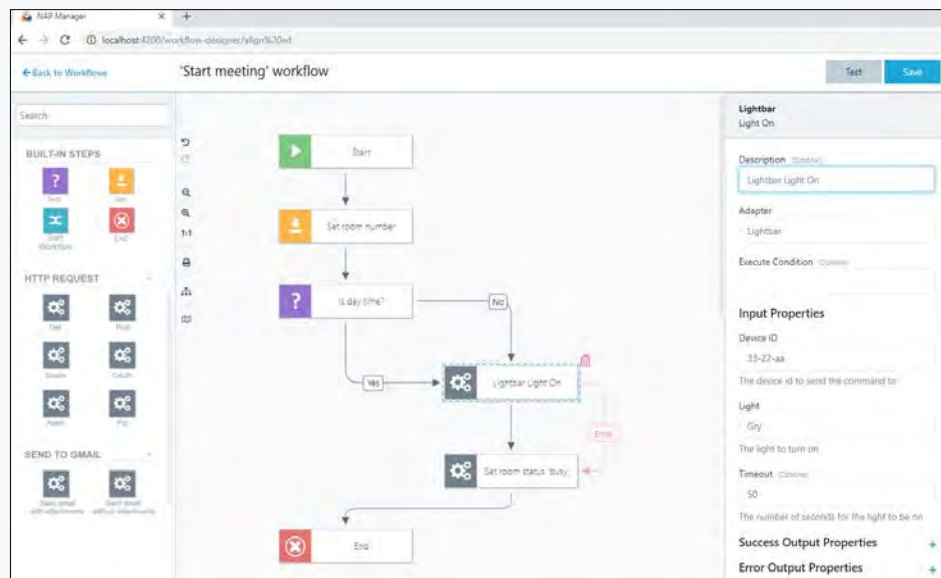
**ADAPTER. TRIGGER. WORKFLOW. COMMAND.**

Adapters connect to other systems and listen for events and can send commands to that system. Each event can execute a trigger based on input parameters and filters. The trigger starts a workflow that contains logic and can use other adapters to send commands to other systems. This simple yet powerful cycle allows thousands of combinations to be built to meet your business requirements.



**DESIGN. TEST. DEPLOY.**

Through its easy-to-use Workflow Designer, NEC's UIP lets you view and define the interaction of multiple applications in a graphical manner, by simple Drag & Drop actions. One by one, you pick commands from the adapters which you have configured and connect them all together in a logical flow that maps to your business needs. Once the workflow is completed, you can test it within the system and when ready, you can connect it to a Trigger.



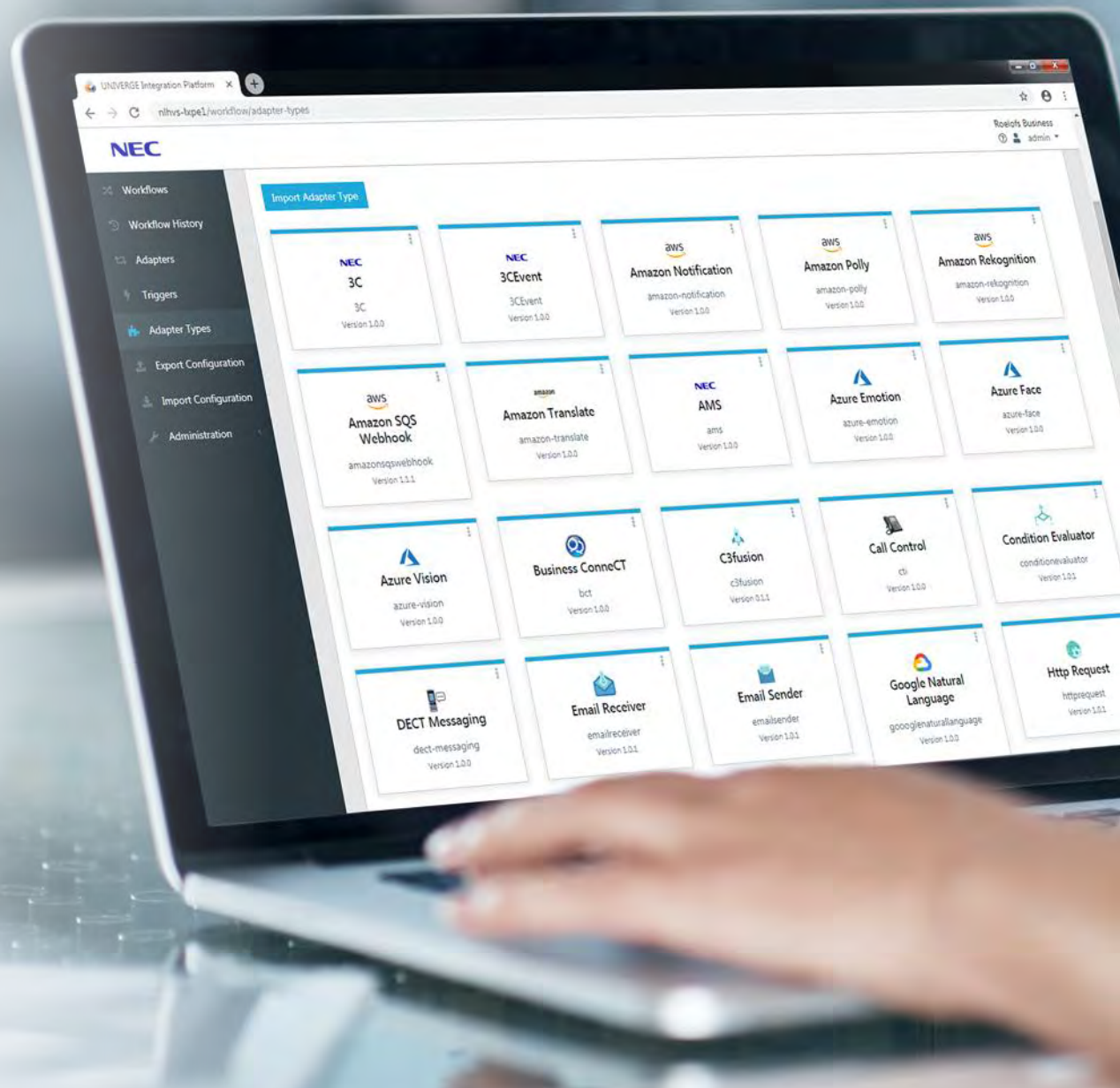


**DESIGN, CONNECT, MANAGE****BUSINESS PROCESS  
ENGINEERING AT YOUR  
FINGERTIPS****DYNAMIC LOGIC**

UIP helps you navigate the complex business logic needed in developing the workflows to make everything run seamlessly. The Workflow Designer enables you to easily configure what you want the UIP to do when a workflow instance is started. For example, to which applications should it connect, in which order, and what data should it pass between these applications. This dynamic logic is custom built by you to connect multiple systems together through the use of commands in Adapters.

**WEB SERVICE READY**

UIP is web-service enabled out of the box. By using standard webhook events from external systems and the built-in HTTP request adapter to send data out of workflows, many web-service enabled systems can be connected without the need of custom adapters.



# INTEGRATED DASHBOARD FOR REPORTING

NEC's UIP utilizes Grafana, a leading open source software, for its analytics and reporting. Grafana's primary use case is to monitor system activity related to Adapters, Triggers, and Workflows. There are four useful default dashboards, however, other dashboards can be created or imported.

The four dashboards provide valuable insight as follows:



## ADAPTER DETAILS

This dashboard shows a summary of the Total Commands, Successful Commands and Failed Commands executed on the system. Additionally, it shows which commands are being executed and the number of successful/failed commands in a graph.



## ADAPTER STATISTICS

This dashboard shows an Overview of the Commands being executed, the number of Commands per Minute, and the Total Number of Commands Executed for each adapter.



## TRIGGERS

This dashboard shows an Overview of the Triggers Executed on the system. It shows the total Events and total Webhooks, along with the workflow that the Trigger executed and the result from the workflow.

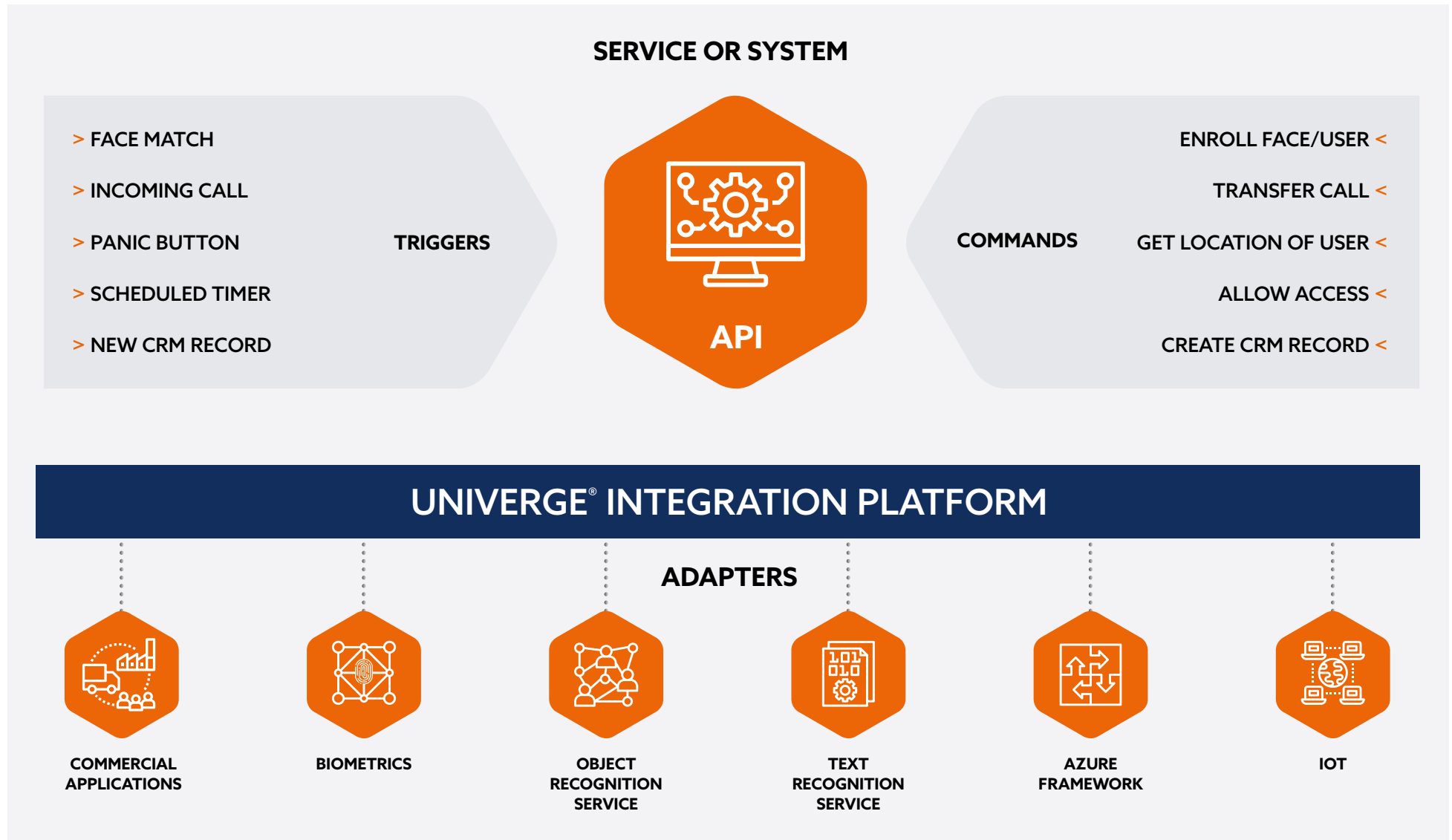


## WORKFLOW STATISTICS

This dashboard shows detailed information about all executions of a specific workflow. Similar to the previous dashboard, except it lists some total Execution Counts for the workflow.



# SYSTEM ARCHITECTURE





OVER  
**\$28 BILLION**  
**REVENUE**



**SMB & ENTERPRISE**  
**COMMS WORLDWIDE**

LEADER IN  
**BIOMETRICS**



**TOP 100**  
GLOBAL INNOVATORS  
(THOMSON REUTERS)



**75 MILLION**  
GLOBAL USERS

**GLOBAL 100**  
MOST SUSTAINABLE  
COMPANIES IN THE WORLD  
(CORPORATE KNIGHTS)



**RECOGNIZED  
AS A LEADER**  
BY FROST & SULLIVAN  
IN ENTERPRISE  
COMMUNICATIONS  
TRANSFORMATION



**4.000+**  
CHANNEL  
PARTNERS



**125+**  
**COUNTRIES**



107.000  
**TEAM MEMBERS**  
WORLDWIDE



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# UNIVERGE 3C™



**UNIVERGE 3C is a combined unified communications, collaboration and software services platform for businesses of all sizes and Cloud operators. As a single software application, it delivers the essential tools to increase workforce productivity by making it easy for users in different roles to collaborate from anywhere, anytime, using virtually any device.**



### **At a Glance**

- A rich, consistent user experience that streamlines business collaboration
- Adaptive clients that operate consistently across mobile phones, tablets, and PCs
- Support for enterprise initiatives involving Bring Your Own Device (BYOD) needs
- A natural fit into enterprise virtual IT infrastructures (data centers)
- Open services and standards enabling the ability to meet unique business requirements
- A service-oriented distributed software designed for agility and scalability
- A single business application that is easy to install, manage, upgrade and support
- A software-based licensing model, which immediately grants access to UNIVERGE 3C's high value features and capabilities – reducing complexity and costs
- Vertical application options to address the needs of specific enterprise markets

## Overview

Today's economic environment is a challenge for businesses of all sizes and to stay competitive, they need to have the right tools that enable them to do more with less without compromising customer service. They must find ways to be more efficient, yet at the same time, remain flexible and reduce the overall cost of doing business.

With the right communications solution, a business can make a huge impact to their bottom-line and to individual productivity. By implementing UNIVERGE 3C, a single software application platform that delivers a fully functional IP-PBX along with a complete set of unified communications (UC) and collaboration features, a business can decrease overall expenditures

while improving individual productivity, responsiveness and accessibility-truly empowering your workforce.

NEC's UNIVERGE 3C redefines the way your business and individual employees communicate. This comprehensive solution provides you with the necessary agility for today's ever-changing work environment. It enables your employees to tailor communications to their specific business needs plus have total control over how, when and where they choose to be reached. With UNIVERGE 3C, its unmatched flexibility, reliability and scalability can be leveraged to keep your organization competitive in today's marketplace.

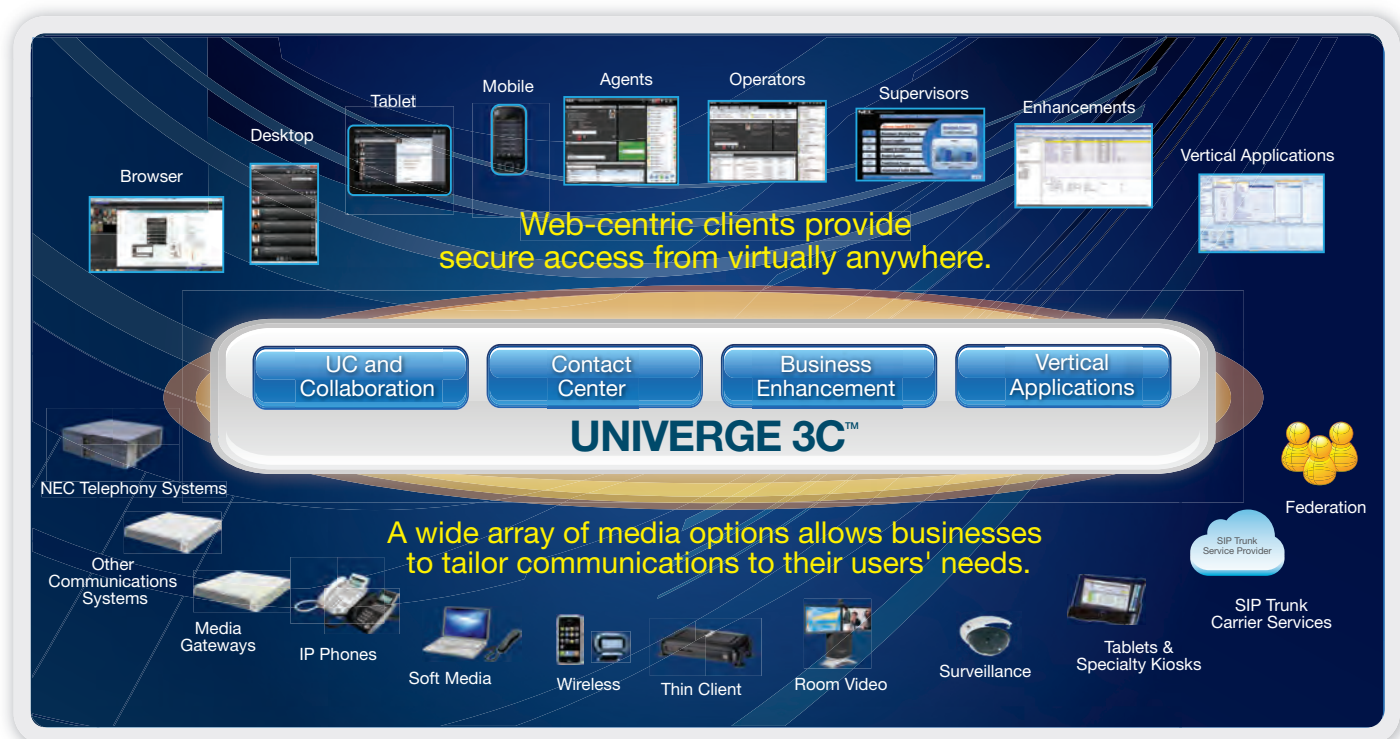
## Solution

### Communications Simplified

Flexibility is a key attribute of NEC's UNIVERGE 3C software platform. As a single software application which operates across premise, cloud or hybrid environments, it delivers to you a complete communications solution that can be tailored to your organization's needs for highly reliable and secure services.

UNIVERGE 3C is the first Unified Communications & Collaboration (UC&C) platform to integrate a Rich Internet

Applications (RIA) framework as a web-oriented architecture (WOA) enabling an entirely new user experience. For IT, it fits very naturally into enterprise web architectures, leverages standard security methods (e.g. HTTPS/SSL, certificates), and simplifies delivery of collaborative tools. For end-users, it provides a very consistent, rich user experience, no matter where they are or which device they wish to use.





UNIVERGE 3C offers:

- A wide range of certified IP client devices, enabling end users multiple options to adapt to their business needs
- An integrated UC client for multiple forms of communication including voice, video and web collaboration
- Costs savings - by eliminating the need for dedicated proprietary voice switches
- Virtualization support (Hyper-V and VMWare), which reduces hardware and energy consumption to align with a company's green initiatives
- Analog, SIP, T1 or PRI trunking support
- Support for a variety of client operating systems (including Apple® Mac®, Microsoft® Windows® and Android™)
- Multiple media gateway options for PSTN connectivity and legacy analog and digital PBX connections, ensuring a migration path and protection of existing investments.

Additionally, with its common set of enterprise <login> credentials, you can access your UC or collaborative meeting tools from any device, from anywhere, securely. Much like Internet applications, your settings, contact lists, virtual meetings, and the look and feel is consistent across mobile devices (Smartphones and tablets) or PC, simplifying your experience and delivering it virtually anywhere, anytime. This approach is designed to uniquely align with the demands of the emerging “always on” and “always mobile” workforce (known as the Millennial generation) and the demand of IT organizations to create a more productive and collaborative environment.

### Anywhere, Anytime Access on Any Device

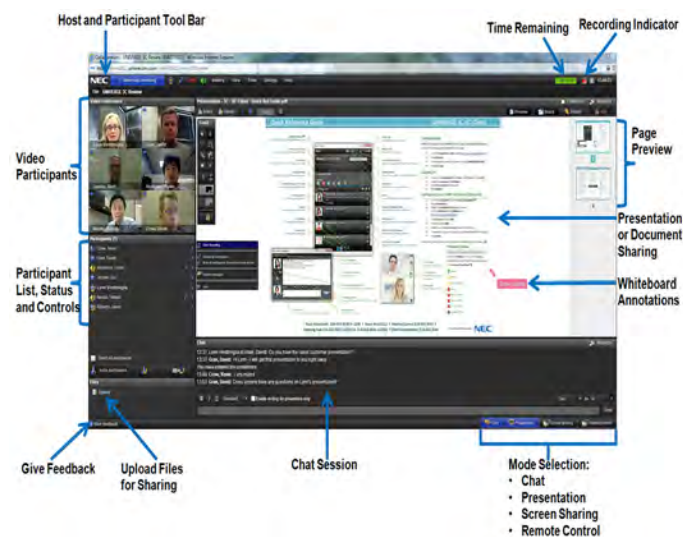
UNIVERGE 3C helps your business streamline communications and information delivery. Through its integration of multiple media types and devices, productivity gains and efficiencies are created. Users do not have to go from one application to another or from one device to another. It provides users with intuitive communication management tools and quick access to the information that they need from anywhere, anytime and on any device.

The comprehensive set of user-centric communication and collaboration features that UNIVERGE 3C delivers are integrated into a single robust UC Client and are easy to learn and use.

### Offers True Collaboration

UNIVERGE 3C includes a sophisticated voice, video and web collaboration solution that enables your employees to easily exchange information between customers and colleagues while reducing their need for travel - resulting in cost savings and improved customer service.

- Sales organizations can easily schedule or establish ad-hoc collaboration sessions to engage prospective clients.
- Marketing can arrange webinars to promote to the broader market and to poll attendees on their specific interests.
- Internal workgroups can arrange recurring or scheduled virtual meetings.
- Support organizations can invoke remote control or co-browsing sessions with customers to enhance the support experience and ultimately the resolution.
- Users across the organization can selectively utilize video, screen sharing, file sharing, and more during virtual meetings for a fully integrated multimedia experience.
- With a single click, users in organizations can easily escalate a phone call or a text-messaging dialog to a multi-media collaborative session.



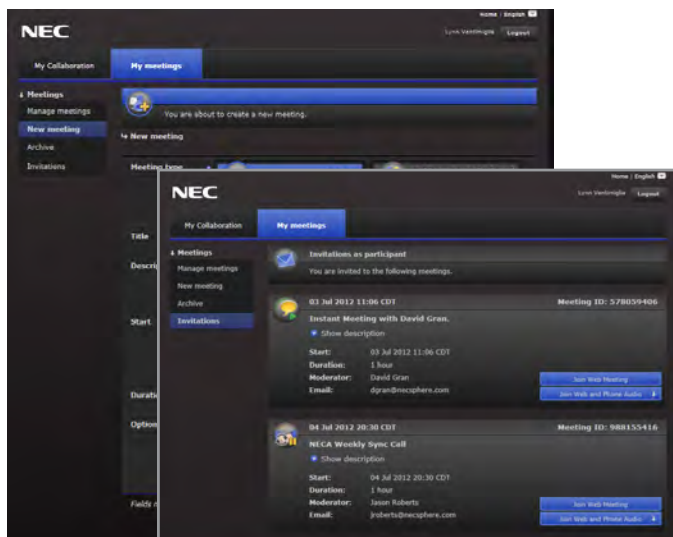
**Collaboration capabilities allow you to share documents and see all participants**

Through its multi-party video-conferencing display, it enables easy viewing of participants during a conference. Users are able to share Microsoft® Office documents, PDFs, pictures, videos plus more. Files can be added prior to the meeting, opened or downloaded by participants, or deleted by the moderator. Additionally, white boarding enables users to draw on existing documents or on a virtual white board while also allowing remote control of another's desktop as needed.

Meetings can be easily scheduled on a one time, recurring or permanent basis through UNIVERGE 3C's UC Client, Microsoft Office Outlook® or the collaboration web portal. Instant meetings within the UC Client can be started in numerous ways - from your contact list, chat window and more. Once a meeting has been scheduled, meeting invitees receive an Outlook calendar invite with a URL that includes the logistical details of the meeting and the list of participants. Instant meeting invitees can also receive an instant message (IM).

Need to record a meeting? You can easily record your meetings with a simple click of the recording icon. Recording can be started and stopped at any time during the meeting. Once the meeting has ended, the recording is saved and a URL link is created. The link can be used to playback the entire meeting including the audio, video and white boarding sessions.

When hosting a meeting, it may be important to you to track statistics such as who attended, who didn't attend and the duration of the meeting. This ability is especially important when hosting a training session and need verification that someone actually participated. UNIVERGE 3C provides the detailed meeting statistics that you need and sends them to you via email. The statistics are attached in an easy to read Excel spreadsheet.



**Intuitive graphical user interface allows you to easily manage your meetings**

Additionally, multiple language and time zone choices are available to meet your specific needs. A system default language and time zone can be set, but individual users can also set the language and time zone of their choice. The chosen language selection will control all browser pages and invitations.

### **Provides a Rich Set of Unified Communications (UC) Features**

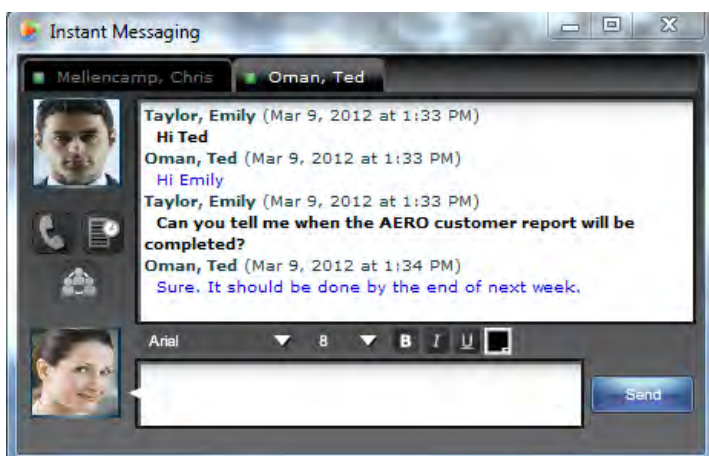
UNIVERGE 3C comes standard with some of the most powerful UC applications and features in the industry. Your employees will enjoy a consistent user experience across multiple devices and anywhere, anytime access that will significantly increase their efficiency and responsiveness – resulting in improved customer satisfaction.

- **Rich Presence** allows users to locate and identify another user's availability and contact them on their preferred device.
- **Scheduled-Based Presence and Availability** enables users to route calls to the most appropriate telephone – desk, mobile or home office – based on their schedule or specific rule they have set.



**UC Client provides easy access to and management of all your communications**

- **Unified Messaging** enables instant access to email and voicemail messages from one inbox - messages can be retrieved from any location, using a desk phone, computer or mobile device.
- **Single Number/Single Mailbox Access** saves users time by allowing them to combine mobile and office phone messages into a single mailbox, have a single phone number to distribute to customers and colleagues and transfer calls from their desk phone to their mobile device without interruption.
- **Microsoft® Office Outlook® Integration** synchronizes meeting calendars, journaling and contact groups into user call functions along with unified messaging functionality.
- **Instant Messaging/Chat** provides a communications alternative that is less-intrusive than phone or video conferencing and enables the quick exchange of information.



**UC Client Instant Messaging/Chat screen allows you to set up an Instant Meeting with just a single click of the collaboration icon**

- **Softphone** functionality allows employees to use their computers to send/receive calls, perform desktop video conferencing, and use advanced call forwarding and web-browser dialing.
- **Online Smart Directories** provide a desktop view of all extensions and availability within the enterprise.
- **Point-and-Click/Drag-and-Drop Call Management** allows users to perform most call functions directly from the desktop.
- **Create Customized Automated IVR Messaging** to enable callers to go through menu trees using Dual Tone Multiple Frequencies (DTMF) to get information – speeding up processes and saving money.
- **Automated Attendant** provides reliable 24x7 call routing, which allows callers to reach the appropriate person using speech interface or DTMF - freeing up resources to work on other projects.

- **State-of-the Art Speech Recognition** provides users with an intuitive speech interface that easily allows them, through simple voice commands, to manage their calendar and contacts, dial contacts by stating their name, and perform hands-free call transfer plus more. (Optional)
- **Interactive Call Screening** offers users a virtual personal assistant which announces the caller and lets users choose to accept, acknowledge or transfer the call. (Optional)
- **Call Recording** can be accomplished either on-demand or using preset automation. Recordings can be saved to a local directory or automatically placed on remote resources [servers and/or Storage Area Networks (SANs)], for greater control. (Optional)
- **Integration with Microsoft® Exchange® and Active Directory®** - is a functionality that is included at no charge and is bundled within the voice license. In addition, a complete software development kit (SDK) is available at no charge for third-party product integrations.
- **Plus much more...**

## Support for Mobile and Remote Workers

Nomadic work styles continue to be a growing trend with today's workforce. For these workers to be productive, they need easy access to contacts and key collaboration features even while they are away from their offices.

- The UC Client works on a wide variety of mobile devices such as Android phones, iPhones and laptops, and provides a consistent user experience across all operating systems (Apple®, Windows® and Android™). Mobile workers can easily communicate and collaborate while in the field using the device of their choice.
- UNIVERGE 3C's softphone is an invaluable endpoint option for mobile and remote users and offers them many of the same features they have come to expect from their desktop phone. It turns a networked PC into a virtual business telephone, which allows travelers and telecommuters to take their phone extensions with them to other locations. It works remotely without a Virtual Private Network (VPN). It also can be used as an alternative for a desktop phone.
- Call twinning is supported to help extend a user's reach without having to set extensive call forwarding rules. A user, through the UC client, can easily configure their phone to ring one or multiple devices at the same time, including mobile and wireless devices.



- Works with NEC's fixed mobile convergence uMobility™ solution to provide seamless roaming on and off campus – calls can be transparently bridged from your business's Wi-Fi to cellular networks and back again via a Smartphone. (Optional)
- Wireless LAN and IP DECT terminals are supported on UNIVERGE 3C as IP clients on the system for in-building roaming capabilities to ensure that important calls are never missed.



**Consistent user interface across all devices for anywhere, anytime access**

### **Built-In 911 for Quick Response to Emergencies**

With UNIVERGE 3C, you will have the tools necessary to care for your most valuable asset – your people. UNIVERGE 3C's 911 feature passes the Caller ID information along to the Public Safety Answering Point (PSAP). This reliable, automatic transfer of information helps you provide vital, lifesaving information to the 911 public safety network while notifying your appropriate on-site personnel that an emergency call is in progress; resulting in an immediate response.

Call recording can also be used to capture a permanent record of the emergency event for future review. UNIVERGE 3C's 911 support is automatically provided at no additional charge.

### **Comprehensive Set of Multi-Privilege System Management Tools**

UNIVERGE 3C provides a comprehensive set of tools to help manage, maintain and monitor an organization's system. It includes an easy-to-use GUI (client or web) that supports a wide range of capabilities. Different privileges can be set for administrators, and moves, adds and changes can easily be done via a web-browser. Flexible number planning, call accounting, rights-based security, and Class-of-Service profiles are just some of its extensive feature set. Also included in UNIVERGE 3C is a powerful reporting tool that analyzes call performance, tracks call volume and monitors resource usage.

### **Security, Reliability and Traceability**

By choosing UNIVERGE 3C, you are choosing a communications platform that delivers continuous high availability and disaster recovery with unmatched security, scalability, interoperability and reliability.

Improving security and risk management are top of mind for CIOs and the IT community; therefore, NEC built the UNIVERGE 3C software platform with encryption and security protocols such as SSL with HTTPs connectivity for UC clients, and SIP connectivity that includes SRTP and TLS standard security methods. Integral archiving and recording options for text messaging, audio calls, and virtual meetings allow enterprises to address compliance and privacy/regulatory needs as well as create a new level of traceability.

UNIVERGE 3C, as part of an open, mission-critical communications infrastructure, is a distributed software application that can operate on centralized or remote networked servers, with no one server acting as a single point of failure. (There is no charge to run an additional instance of UNIVERGE 3C on a dedicated or virtual server.) This provides an organization with redundancy and reliability in the event of network outages. This also minimizes hardware costs because shared processing and load balancing provides maximum system availability, enabling one 3C system to support up to 30,000 ports.

With the UNIVERGE 3C platform, the most stringent security and interoperability requirements of the U.S. Department of Defense (DoD) are even met. The UNIVERGE 3C software architecture is certified by JITC (Joint Interoperability Task Command), a validation that is not only mandatory for the DoD, but is becoming critical for markets such as healthcare, government, public service, legal, finance, and others as well. The JITC certification also means that UNIVERGE 3C meets critical interoperability requirements and achieves five nines (99.999%) reliability.

### **Business and Communications Integration with Web Services**

UNIVERGE 3C allows companies to integrate enterprise communications with complex business systems to achieve advanced, customized business solutions. With the introduction of open, standards-based components, UNIVERGE 3C becomes an enterprise communications system used by various business applications to integrate communications into many business processes.

Web services support an open architecture that allows multiple devices to communicate and co-exist for fast, flexible, and repeatable application development and integration. Through standards-based XML and SOAP technology, UNIVERGE 3C becomes an integral part of business applications providing notifications, requests and information dissemination for quicker responses to key processes. Web services align with the concepts of a service-oriented architecture (SOA) and Communication Enabled Business Processes (CEBP), enabling enterprise applications to easily integrate communications functions into critical business processes.

## One Software Application = Investment Protection + Cost Reductions

As a single comprehensive unified communications and collaboration application, UNIVERGE 3C provides all of the functionality and services that an organization needs. It alleviates the need for multiple vendors, servers and applications and the issues that are inherent with integrating everything into a seamless solution. It simplifies an organization's experience by reducing complexity and costs.

This single application also delivers all of this functionality through a single user license. This user license model immediately grants access to all of UNIVERGE 3C's high value features and capabilities without any hidden or additional costs. This approach allows for easy coordination of multiple devices (IP, video, conference, home or remote office phones and mobile devices) that are connected to any user. It enables a common set of features to be extended to any device – maximizing a user's productivity.

Additionally, this dynamic software-based solution will forever be current and will always provide organizations with compelling new features through simple software updates. Keeping a system current is a matter of simply upgrading one single platform that covers all the features, applications and UC&C services [Voicemail (VM), Unified Messaging (UM), collaboration tools, mobility solutions, voice/video/web conferencing, etc...] that are included in UNIVERGE 3C. It's that easy! Also, with NEC's Software Assurance program, technical assistance and software upgrades are free of charge.



UNIVERGE 3C – the choice is simple! The flexibility and capabilities that it can bring to your organization are unmatched and its ability to grow with your business ensures that your investment is protected.

## Specifications

### Minimum System Requirements

Component	Minimum System Requirement
Operating System	Windows® 2008 Server R2
Additional Software	Java 2 Runtime Environment (Standard Edition) v.5 or higher
CPU	Intel Pentium 4, 2.4 GHz or higher (Core Duo and Quad Core, 2.8 recommended)
Memory	1024 MB SDRAM or higher (2048 recommended)
Ethernet	100 Mbps Ethernet recommended
System Speed	80 GB ATA HD or higher (250 GB recommended)

### Additional Information

Protocols Supported	
<ul style="list-style-type: none"> <li>SIP – RFC 2543 / 3261</li> <li>DHCP</li> <li>SIMPLE (Windows Messenger)</li> <li>TAPI 3.0</li> <li>DirectX 8.0</li> <li>XML</li> </ul>	<ul style="list-style-type: none"> <li>TCP / IP / UDP</li> <li>FTP / TFTP</li> <li>SNPT</li> <li>RTP / RTCP</li> <li>SOAP</li> </ul>

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**About NEC Corporation** Headquartered in Irving, Texas, NEC Corporation of America is a leading provider of innovative IT, network and communications products and solutions for service carriers, Fortune 1000 and SMB businesses across multiple vertical industries, including Healthcare, Government, Education and Hospitality. NEC Corporation of America delivers one of the industry's broadest portfolios of technology solutions and professional services, including unified communications, wireless, voice and data, managed services, server and storage infrastructure, optical network systems, microwave radio communications and biometric security. NEC Corporation of America is a wholly-owned subsidiary of NEC Corporation, a global technology leader with operations in 30 countries and more than \$38.5 billion in revenues. For more information, please visit [necam.com](http://necam.com).

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### DOC #3 LOBBYING CERTIFICATION

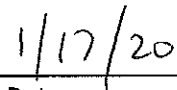
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent



Date

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? NEC does not unilaterally accept such terms  
(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? KT  
(Initials of Authorized Representative)



### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? KT  
(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? KT  
(Initials of Authorized Representative)

### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? KT  
(Initials of Authorized Representative)

### 6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR

401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? This is not contemplated under this Agreement; NEC is quoting Commercial Off the Shelf Products (COTS)  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401- 7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? KS  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? KT  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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Does vendor agree? KT

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? KT  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? KT  
(Initials of Authorized Representative)

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? KT  
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? KT  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

NEC Corporation

Company Name

[Signature]

Signature of Authorized Company Official

Keith Terreni

Printed Name

SVP + CFO

Title

1/17/20  
Date