

**FIRST AMENDMENT
TO
CONTRACT NO. 2016071
BETWEEN
MERCED COUNTY
AND
DIMENSION DATA NORTH AMERICA, INC.**

THIS First Amendment is by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and Dimension Data North America, Inc. (hereinafter called "Contractor").

WHEREAS, the original term of Contract No. 2016071 commenced on April 26, 2016 and continues through April 25, 2019; and,

WHEREAS, in each instance in which the provisions of this First Amendment shall contradict or be inconsistent with the provisions of the printed portion of the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

MODIFICATIONS:

- 1) Section 2, entitled "TERM", is amended as follows:

The term of this Agreement shall commence on the 26th day of April, 2016, and continue until the 25th day of April, 2020, subject to the right of termination as set forth herein.

- 2) Section 12, entitled "INSURANCE", is amended as follows:

A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 30 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the COUNTY Risk Manager.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

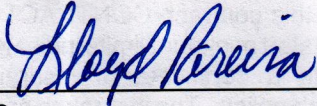
4. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
3. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
4. If the Contractor uses Sub-Contractors or others to perform work under this contract, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced



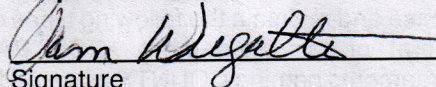
Signature

APR 16 2019

Lloyd Pareira
Name

Chairman, Board of Supervisors
Title

Dimension Data North America, Inc.
Corporate Officer



Signature

Pam Wugalter
Name

Area Vice President
Title

APPROVED AS TO LEGAL FORM:

James N. Fincher
Merced County Counsel



Jeff Grant, Deputy