COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

NICE Systems, Inc.

_____,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: An Enterprise based system with unlimited users, connections to all data sources, automated case building, unlimited data storage, unlimited and automatic transcriptions, unlimited video and audio codec conversion, media processing tools, data sharing portals, automated case retention policies. Uniform process to collect and distribute discovery, receive video from any source and make it available for anyone to watch, transcribing automatically from over 50 languages.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$ 536,100.00**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from ___1 July 2024___ **to** ___30 June 2029___, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Sole Source Agreement
Exhibit C: Modifications fo Standard Agreement
Exhibit D: Master Relationship Agreement
Exhibit E: Insurance Certificates
Exhibit F: Board of Supervisors Order

5.0   PERFORMANCE STANDARDS:

5.01   CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02   CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03   CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0   PAYMENT CONDITIONS:

6.01   Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02   Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03   Invoice amounts shall be billed directly to the ordering department.

6.04   CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05   The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0   TERMINATION:

7.01   During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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 higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Bruce Suckow, Finance Manager, Office of the DA	NICE Systems, Inc (attn Legal Department)
Name and Title	Name and Title
142 W. Alisal Street, Ste A, Salinas, Ca 93901	221 River Street, 10th Floor, Hoboken, NJ 07030
Address	Address
831-755-5259	801-502-5608
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0   SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

<table>
<tr><td>COUNTY OF MONTEREY</td><td>CONTRACTOR</td></tr>
</table>

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
County Counsel
Susan K. Blitch, Acting County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

NICE Systems, Inc.
Contractor/Business Name *

By: *John Rennie, General Manager, Public Safety*
(Signature of Chair, President, or Vice-President)
John Rennie, General Manager, Public Safety
Name and Title

Date: 5/30/2024 | 8:11 AM PDT

By: *Ashley Goodwin*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ashley Goodwin   VP Finance, Americas
Name and Title

Date: 5/30/2024 | 12:22 PM EDT

County Board of Supervisors' Agreement No. _____ approved on Attached _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required

[2] Approval by Auditor-Controller is required

[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A

To Agreement by and between
District Attorney of Monterey County, hereinafter referred to as "Customer"
AND
NICE Systems, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

1.   **SaaS Solution.** Customer hereby purchases a subscription to the following NICE Justice SaaS Solution, and non-recurring charge implementation Services from NICE:

1.1   NICE Justice SaaS Solution ("**Justice SaaS Solution**") as further described in the SOW attached hereto as Attachment 1 and incorporated herein by this reference.

1.2   NICE Justice SaaS fee includes:

- Unlimited geo-redundant storage for all digital evidence related to cases.
- Unlimited automatic transcription – all playable video/audio will be transcribed upon ingestion.
- Advanced evidence redaction tools
- Case capacity as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Active Cases	6,000	6,000	6,000	6,000	6,000
Archived Cases	-	6,000	12,000	18,000	24,000
Deleted Cases	-	-	-	-	-
Total Managed Cases	**6,000**	**12,000**	**18,000**	**24,000**	**30,000**

Additional active cases created beyond the initial ingestion of 0 cases and included 6,000 cases annually will be charged at $15 per case/year, archive cases beyond what's included in the above table will be charged at $3 per case/year.

Archive cases that are returned to active state will be considered to remain in the active state for a minimum of 12 months.

Cases Stay Active for 12 months (average).

Cases remain in the system for 54 months (average) before being permanently removed.

1.3   Subject at all times to its obligations with respect to Confidential Information, Customer shall reasonably assist NICE to develop: (i) a NICE press release stating that Customer has elected to employ the Justice SaaS Solution for its digital investigation and evidence management software; and (ii) case studies to demonstrate the benefits derived by use of the Justice SaaS Solution.

2.   **Initial Subscription Term.** 60 months beginning on the Initiation Date.

3.   **Invoicing.** The total amount due for the Justice SaaS Solution Initial Subscription Term fees are Five-Hundred and Thirty-Six Thousand, and One-Hundred Dollars ($536,100) to be invoiced as follows, subject to Section 3 of the Agreement:

Fee Type	Initial Subscription Term – Years 1 - 5					Invoice Date
	Fees Year 1	Fees Year 2	Fees Year 3	Fees Year 4	Fees Year 5	
NICE Justice Cloud Service Initial Subscription Term Fees	$90,000	$93,750	$106,650	$117,450	$128,250	Initiation Date, and annually thereafter

NICE will invoice for additional Cases in accordance with Section 4 below. Invoicing will start one year following the Initiation Date and continue quarterly in arrears during the Initial Subscription Term.

4.   **System Case Capacity.** Within a given year during the Initial Subscription Term, any increase or decrease in Cases from the previous year is adjusted monthly, in equal amounts. For example, if at the end of year 1 the system has capacity for 24,000 Cases and at the end of year 2 it has capacity for 36,000 Cases, there is capacity for 12,000 additional Cases, divided evenly across 12 months. The first month of year 2 therefore has 25,000 Case capacity, the second month has 26,000, and so on. The 12th month, the end of year 2, has 36,000 Case capacity.

If, during a month, the number of active Cases in the system exceeds the Case capacity, a charge is made for each additional Case for that month. If the number of archive Cases exceeds the archive Case capacity, a charge is made for each additional archive Case. However, if the active Case total is less than the capacity, the spare capacity of active Cases is used to reduce the number of additional archive Cases.

For example, during a month that has 2,000 active Case capacity and 4,000 archive Case capacity:

- Up to 2,000 active Cases and up to 4,000 archive Cases exist: no additional charge.
- 2,100 active Cases and up to 4,000 archive Cases: monthly charge for 100 additional active Cases
- 1,800 active Cases and 4,200 archive Cases: no charge, as the unused capacity of 200 active Cases offsets the over-capacity of 200 archive Cases
- 1,800 active Cases and 4,300 archive Cases: monthly charge for 100 additional archive Cases

5.   **Availability**. NICE will maintain Availability of the applicable Cloud Services provided for in Section 1 above, as follows:

NICE will maintain Availability of the SaaS Solution in the Production environment as follows:

SaaS Solution	Service Levels for Availability	Hours of Applicability
NICE Justice	99.9%	Extended Hours

*24X7/365 days

6.   **Bill To/Ship To.**

Table No. 4	
Bill To:	Ship To (used at):
Customer Name: Office of the District Attorney	Customer Name (same)
Customer Address 1: 142 W. Alisal Street, Ste A, Salinas, CA 93901	Customer Address 1
Attention: Accounts Payable	Email Address:

The Parties have caused this Order to be executed by their respective authorized signatories as of the Order Effective Date.

NICE

By: _John Rennie, General Manager, Public Safety_
John Rennie, General Manager, Public Safety
Name: _____
Title: _General Manager, Public Safety_
Date: _5/30/2024 | 8:11 AM PDT_

By: _Ashley Goodwin_
Ashley Goodwin
Name: _____
Title: _VP Finance, Americas_
Date: _5/30/2024 | 12:22 PM EDT_

Monterey County District Attorney's Office

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A to Order for Cloud Services

1.   **Definitions.** For purposes of providing Cloud Services, the terms listed below shall have the following meanings:

"**Availability**" means the monthly availability of a Cloud Service in Production multiplied by the applicable service levels less any Excusable Downtime.

"**Case**" means a request for support assistance submitted by the Customer via the designated support channels outlined in Table A-1 of this Exhibit. Case severity levels are classified based upon the definitions outlined in Table A-2 of this Exhibit.

"**Commencement Date**" means the first day of the calendar month following the Initiation Date.

"**Excusable Downtime**" means and includes: (a) maintenance Services performed during the Maintenance Windows, as defined in Exhibit A; (b) maintenance Services performed on an emergency basis to avoid harm to NICE, Customer, or the Cloud Services; (c) any time spent by NICE in its performance of any additional Services requested or agreed to by Customer; (d) Customer-caused outages or disruptions; (e) outages or disruptions caused by: (i) software, infrastructure, databases, operator error or hardware not provided or controlled by NICE, or (ii) disruptions attributable to Force Majeure Events, or (iii) configuration changes not made by NICE.

"**Initiation Date**" means the date corresponding to the earlier of: (a) the date of NICE's notice to Customer that the Cloud Services are available to the Customer; (b) the date of Customer's use of the Cloud Services in Production; or (c) three (3) months following the Order Effective Date. In the case of the NICE CXone and NICE CXone Integrated Solution families, Initiation Date may also be referred to as, "Go-Live Date".

"**Minimum ARC**" means the minimum ARC amount that Customer is required to pay for the Cloud Services,, for each annual period of the Subscription Term.

"**Minimum MRC**" or "**Minimum Technology MRC**" means the minimum monthly MRC amount that Customer is required to pay for the Cloud Services), for the duration of the Subscription Term.

"**MRC**" means monthly recurring charges.

"**Production**" means an operational environment deployed for commercial use (excluding, but not limited to, any test, development, staging, or lab environment).

2.   **Subscription Term.**

2.1   Subscription Term. (deleted)

2.2   (deleted)

3.   Releases. New releases of the Cloud Services will be provided to Customer if and when they are generally commercially available. The fees for Professional Services required to implement or deploy a new release of the Cloud Services are included in the fees for the Cloud Services, except with respect to NICE Performance Management and NICE Sales Performance Management. Professional Services for any customer-specific configurations will be at an additional cost.

4.   NICE shall maintain one (1) Production environment of the Cloud Services to meet the service levels. NICE shall provide the necessary technical infrastructure and maintenance Services to deliver the Cloud Services.

5.   **Customer Duties.** Customer will appoint two (2) resources who have completed the NICE training in the operation and use of the Cloud Services ("**Designated Contact(s)**"), and shall act as NICE's primary point of contact regarding requests for technical assistance. The Designated Contact shall initiate a Case via the designated support channels provided in Table A-1 below. Prior to initiating a Case, the Designated Contact shall use reasonable efforts to attempt to diagnose and resolve the particular issue including using available self-help tools. The Designated Contacts are required to establish and maintain Customer's processes to provide first tier support for the Cloud Services, which includes: (a) a direct response to user inquiries concerning the performance, functionality, or operation of the Cloud Services; and (b) an attempt to diagnose and resolve problems or issues with the Cloud Services.

Table A-1

Support Contacts	
For NICE WCX Solution Family	
http://wiser.nice.com	Recommended First Step
United States and Asia Pacific Region	+1 800-642-3611
Germany	+49 699 717 7114
United Kingdom	+44 0 148 977 1633
France	+33 141 38 5686
The Netherlands	+31 72 566 2222
All other locations	+972 9 775 3800

6.   **Case Support**.

6.1   Cases are classified based upon the definitions outlined in Table A-2 below:

Severity Level	Definition	Examples
1. Critical (System Unavailable)*	I. Critical issue that severely impacts use of the SaaS Solution. II. No workaround.	A. The SaaS Solution is completely unavailable. B. The majority of users cannot login. C. Data integrity issues.
2. High (System Impaired)*	I. Major functionality is significantly impacted. II. No workaround.	A. Service interruptions to some but not all functionality. B. Alerts not being generated
3. Medium (Minor Impact)	I. Multiple users impacted by a moderate loss of the SaaS Solution. II. Critical or High impact on a non-Production SaaS Solution. III. A workaround exists.	A. Functional limitations which are not critical to Customer's daily operations (e.g. reports not being generated). B. Moderate degradation in function, or feature performance.
4. Low (Informational)	I. Minor loss of the SaaS Solution features. II. Inquiries III. Medium or Low impact on non-Production SaaS Solution.	A. There is no significant Customer impact. B. Non-Critical or minor loss of functionality or features.

*Reserved for the Production SaaS Solution only.

6.3   NICE's response to a Case will be handled, as follows:

Table A-3	
Case Severity	**Target Initial Response Times^**
S1	60 minutes
S2	4 hours during Customer's business day
S3	Next business day
S4	Next business day

^S1 times are based on 24x7x365, all other Case Severity levels are based on standard business hours, each as measured from the date of Customer's initial notification to NICE, as provided for in Section 5 of this Exhibit.

7.   NICE shall use commercially reasonable efforts to perform maintenance Services on the SaaS Solution during the time frames provided in the table below ("**Maintenance Window(s)**").

Maintenance Windows Criticality	Advanced Notice	NICE Maintenance Windows (relevant data center time)
Standard	7 Days	Tuesday and Thursday 11:00 PM to 3:00 AM
Extended	30 Days	Sunday 2:00 AM to 10:00 AM
Emergency	Immediately following NICE's awareness of an issue.	Nightly 10:00 PM to midnight

[End of Order for Cloud Services]

Attachment 1

Attachment 1 to Order 1: Statement of Work

Contract Reference

This statement of work (""**SOW**") is entered into as of the date of signature of Order 1 by and between NICE Systems, Inc. with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("NICE"), and Customer. The detailed services to be performed under this SOW ("**Services**") are described below. The Services shall be performed in accordance with the terms of this SOW and subject to the terms and conditions set out in the Master Relationship Agreement. The Services are to be delivered is for the implementation of a NICE Justice SaaS platform to provide the SaaS Services as described herein.

1   Overview

This Statement of Work details the work required to deliver the NICE Justice SaaS Solution to Customer for commencement of the service.

A new NICE Justice SaaS Solution instance will be created and deployed within the Microsoft Azure Government data-centers. The rollout will comprise of the NICE Justice portal, the Share Via Download Portal, the Community portal comprising the business portal, the public/appeals portal and the Administration portal. The NICE Justice SaaS Service will provide access for an unlimited number of Customer users.

Recommended integrations for data ingestion include: Evidence.com, Prosecutor by Karpel Case Management System, and Shared Network Drive.

Recommended user creation via Active Directory sync.

2   Solution Overview

This SOW is for the implementation of NICE Justice SaaS Solution instance for Customer. NICE assumes the following, to ensure the Services will be best utilized and that the Customer will extract the best possible value from these Services:

- **NICE shall be responsible for the implementation of the integrations as detailed in this Statement of Work.**
- **Customer will be responsible for ensuring any third-party vendors provide the information and technical support necessary to complete any work on the integrations. NICE will assist with all technical discussions with third parties where applicable.**
- **The Customer will provide a remote connection to the DSG virtual machines deployed within the Customer environment, to enable NICE to install and support the product.**
- The Customer will provide the hardware and software infrastructure as specified in this SOW required to provide the relevant interfaces to the Justice SaaS Solution.

2.1   Technical Overview

The **NICE** Justice SaaS Solution is hosted in the Microsoft Azure Government cloud data centers. These data centers provide enhanced security policies for access control and maintenance, sufficient to meet CJIS security policy requirements (https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center/view).

Connections are made to Customer's data sources through a Data Source Gateway(s) (DSG) deployed within the Customer Infrastructure, via a secure encrypted link to the Justice SaaS Solution instance deployed within the MS Azure Government data cener. All connections of the DSG are outbound only, using secure browser protocols (i.e. HTTPS).

2.1.1   Architecture

The architecture for the **NICE** Justice SaaS Solution consists of items deployed within the Customer Infrastructure and items deployed within the Microsoft Azure cloud subscription.

The Microsoft Azure cloud components will host the evidential data store and the software components required to service the Justice SaaS Solution client web interfaces.

Within the Customer's Infrastructure, one or more Virtual Machine(s) will be deployed as the **NICE** Justice Data Source Gateway(s) (DSG). The DSG(s) will connect to Customer data sources for indexing and collection of the evidential data to be stored within the **NICE** Justice SaaS Solution. A diagram detailing the high-level architecture is shown below.
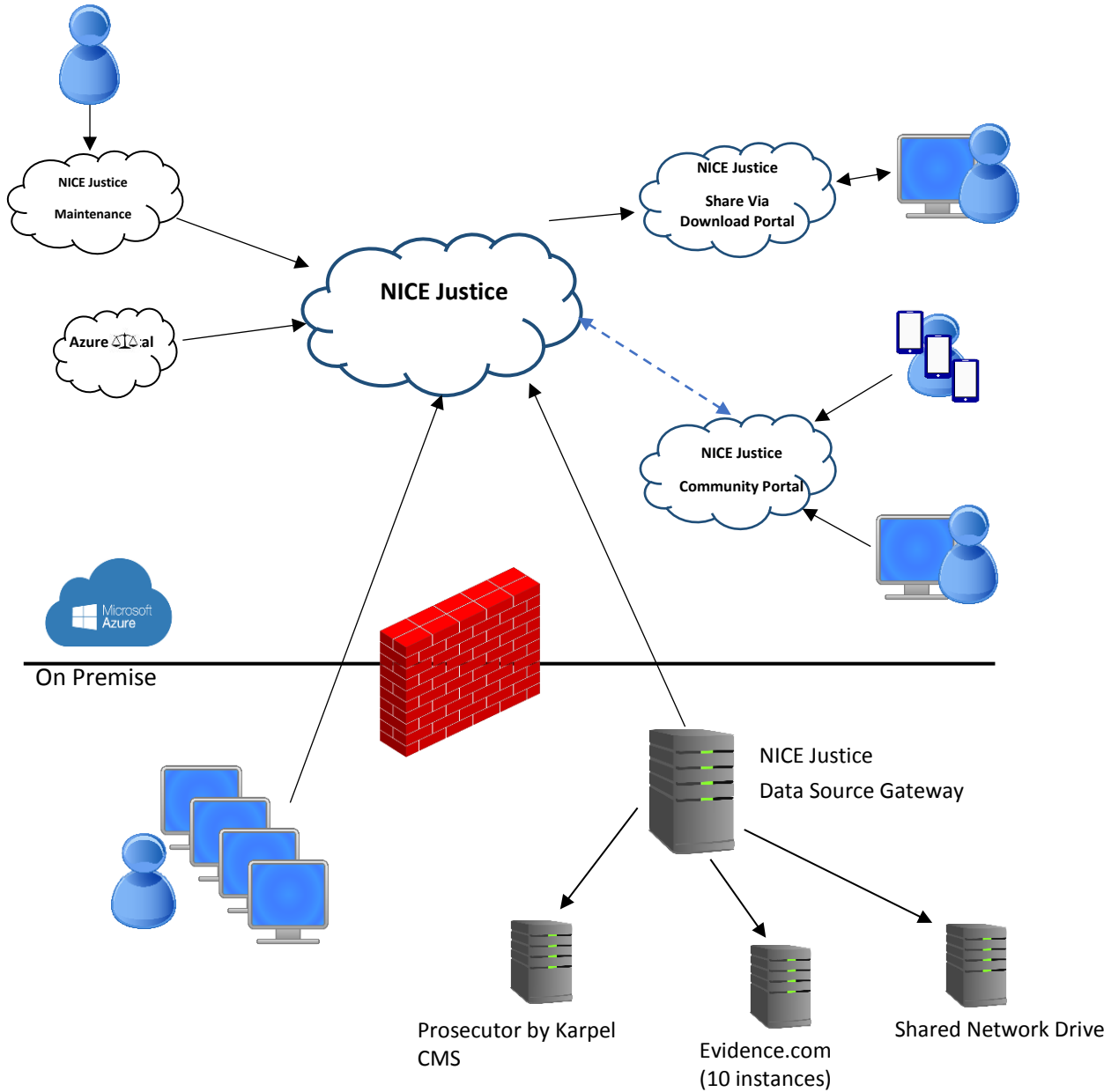
Figure 1 – High level architecture

The data sources shown are those required for the delivery. Further data sources may be added during the service period as required.

2.1.2 NICE Justice Portals

The **NICE** Justice SaaS solution consists of a number of different portals to provide access for public bodies, Investigators and criminal justice organizations. The portals ordered by Customer, which will be deployed on the Justice SaaS Solution instance are:

- Main **NICE** Justice Portal
- **NICE** Justice Administration Portal
- **NICE** Justice Share via Download Portal
- **NICE** Justice Community portal
    - **NICE** Justice Business Portal
    - **NICE** Justice Public Portal

The **NICE** Justice SaaS Solution will be deployed with the most current version of released software.

2.1.3 Storage

The **NICE** Justice SaaS Solution will be deployed with initial storage capacity as stated in the Order No. 1.

2.1.4 Data Source Gateway (DSG) Specification Requirements

The Data Source Gateway provides the integration point between the data sources and the **NICE** Justice SaaS Solution. A number of virtual servers will be deployed within the Customer. These servers will host the integration software required to connect to the data sources and transfer the data to the Justice platform.

The recommended specification of the virtual servers which will run the DSGs is as follows:

Item	Specification
CPU	4 vCPUs @2GHz
System RAM	16GB
HDD	200GB
Network Interface	Ethernet TCP/IP: minimum speed 100 Mbps, 1Gbps recommended configured as Full Duplex
Operating System	MS Windows Server 2012, MS Windows Server 2016, or MS Windows Server 2019

The Customer will be required to provide 1 or more VMs to host the number of recommended DSG connectors. The exact number of VMs will be determined during the Planning Phase for this project.

2.1.5 External Connections Requirements

Communication between the DSG and Customer workstations to the Justice SaaS Solution are made over a standard internet connection via TCP network ports. Customer is required to ensure that suitable firewall rules are in place to allow these communications. The required network ports are detailed in Table 1 below.

Table 1: Network port requirements for DSG and client workstations

Application	Justice end point	Destination Network Port	Protocol
DSG to NICE Justice			
DSG	Justice DSG API	TCP 443	HTTPS
Azure Storage (blob)	Azure Storage (blob)	TCP 443	HTTPS
Client PC to NICE Justice			HTTPS
Web browser	Justice client APIs	TCP 443	HTTPS

! **IMPORTANT:** Internet access is paramount to the correct working of the system and should be always available.

External HTTPS connections use FIPS 140-2 security algorithms.

No incoming connections are required from the internet.

2.1.6 Internal Connections Requirements

The DSGs connect to the data sources for indexing and collection of evidential data using standard network connections. These connections are made via standard TCP ports.
Defined DSG network port requirements to connect to data sources will be determined during the detailed technical design phase.

2.1.7 DSG Maintenance and Connections

Maintenance of the DSG virtual machines up to operating system level is the responsibility of Customer. NICE is responsible for the configuration and maintenance of the NICE DSG software. To facilitate this maintenance, NICE will require the ability for authorised users to access and monitor the DSG virtual machines from outside using VPN and remote access.

Access to the DSGs will be initiated only from approved secure locations within NICE, by authorized personnel.

2.1.8 Client Connections

The **NICE** Justice SaaS Solution is accessed using any standard web browser, although the best performance is achieved with Google Chrome, IE or Edge. No software is needed to be installed on the client workstation.

The NICE Data Source Gateway (DSG) is installed on the Customer network and provides the secure connection point between local data sources, (e.g. CAD, Records, etc.), and the Justice SaaS Solution. It uses a selection of custom integrations, called "DSG connectors", for searching and retrieval of the meta data and media from each individual data source.
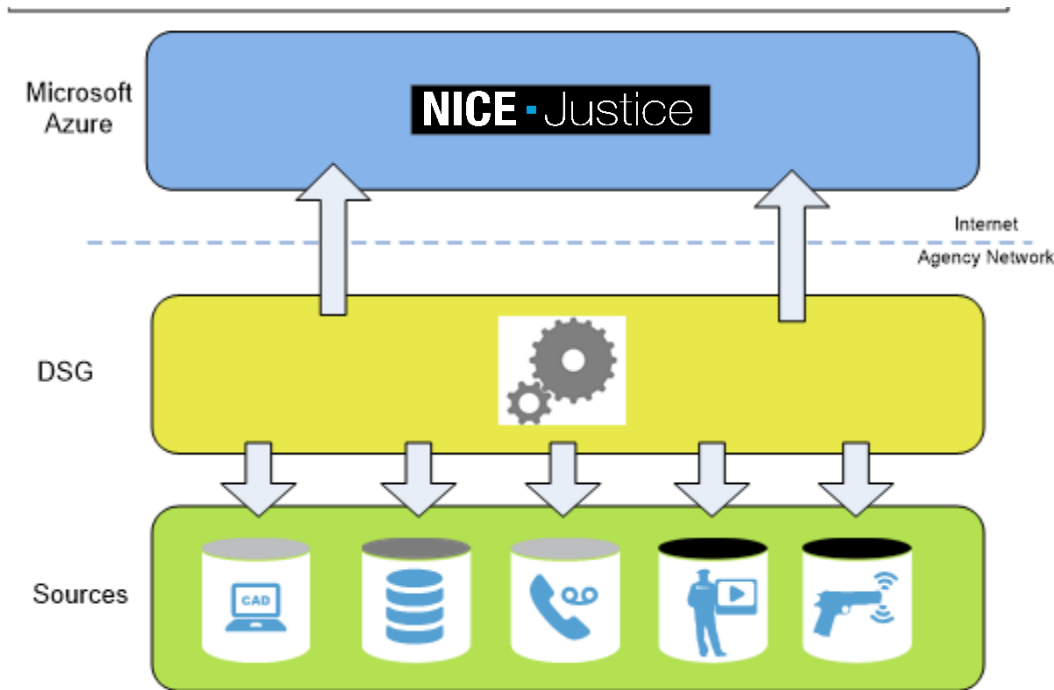
Figure 1 – High Level Architecture Overview

The DSG periodically queries each data source for any new records, or changes to existing records and transfers the data up to the **NICE** Justice SaaS Solution to allow the authorized users to build a holistic view of any cases and evidence available to them. Any multi-media evidence that can be directly linked to a case (e.g. supplemental reports, Crime scene photos, etc.), will also be automatically pushed securely up to the cloud to remove the burden of retrieval from the authorized users.

2.1.9 Bandwidth requirements

Operation of the **NICE** Justice SaaS Solution requires defined internet access bandwidth both for users to access the system and for the DSG to upload and index any media data. Any network management tools on site need to be adjusted to allow for the requirements of the **NICE** Justice SaaS Solution.

The bandwidth requirements will vary during the initial deployment of the Justice SaaS Solution.

The **NICE** Justice SaaS Solution will be uploading all digital evidence related to a case; hence the key bandwidth drivers will be video, photos and audio.

Customer will be required to make sufficient bandwidth available to enable the **NICE** Justice SaaS Solution to upload and download data to meet the requests of the **NICE** Justice platform and the users.

Typical examples of bandwidth requirement are provided below.

Assumptions

100 Body worn video items per day @ 100MB each = 10GB per day.

50 Interview room recordings (audio) @ 50 MB each = 2.5GB per day.

500 photos per day @ 5 MB each = 2.5GB per day.

(Indexing requests are negligible in comparison = ~10KB per item).

180 days historic ingest (over 4 weeks).

The number of concurrent retrievals is configurable per connector, typically set to 5.

The DSG will upload at the available network speed.

Steady State indexing

Average rate:

15 GB / 24 * 60 * 60 = 175 KBps = 1.75 Mbps

Historic indexing

Total data:

15 GB * 180 days = 2.7 TB.

Average rate (over 4 weeks):

2.7 TB / 28 * 24 * 60 * 60 = 1.2MBps = 12Mbps

2.1.10 Security

Details of the security provided within the **NICE** Justice SaaS Solution are provided in the following sections. Further detail is available with the following documentation

- NICE Justice Security White Paper

2.1.10.1 Security Management, Access control and User Authentication

NICE recommends utilizing Active Directory with Multi-Factor Authentication (MFA) enabled for authentication and Customer user management. Users, user groups, and user roles may be created and managed in the **NICE** Justice SaaS Solution Administration Portal by a Customer-assigned system administrator.

If Active Directory with Multi-Factor Authentication (MFA) is not available, Customer may utilize NICE Justice authentication using X.509 certificates and a username and password for authentication. These certificates need to be securely installed by the Customer on devices that will be used with the **NICE** Justice SaaS Solution. Depending on the Customer security policies a unique certificate can be applied to each device, or to a group of devices. NICE will provide X.509 certificates derived from a NICE issued customer specific root certificate. The **NICE** Justice SaaS Solution administration portal can be used to generate new certificates on demand. IP whitelisting can also be implemented as required.

User access to cases, evidence, and features within the Justice SaaS Solution is controlled by a Security Access Control Policy. Access control rules will be defined by Customer during the Planning Phase of the project.

2.1.10.2 Virus check

All files uploaded to the **NICE** Justice SaaS Solution will be passed through Microsoft Security Essentials. There is a unique instance of the scanner for the Customer handling only the Customers uploads and downloads.

2.1.10.3 Data Storage

All data stored within the **NICE** Justice SaaS Solution is held within the USA. All data is encrypted at rest with AES-256 encryption.

2.1.10.4 Data transport

All data in transit outside the **NICE** Justice SaaS Solution is carried in HTTPS using TLS version 1.2/AES-256

2.2 Integrations

NICE will make the below listed integrations available. NICE will index information from the connectors detailed in sections 2.2 below.

Nice will consider the NICE Justice SaaS Solution to be accessible to the Customer once the integration to Monterey County District Attorney's Office's Case Management System (Section 2.2.1) is operational.

Full details of the integrations and the data to be collected will be defined in the **NICE** Justice SaaS Solution design document appendices during the technical design phase.

2.2.1 Prosecutor by Karpel Case Management System

This will be a direct integration to the Prosecutor by Karpel Case Management System to provide case information in the Justice SaaS Solution. It is a two-way integration, reading information from the Case management system and writing back a URL to the Justice case (if API or other mechanism allows). This will be a synchronized connection, updating in real time as information is updated in the Case management system.

The NICE Integration will provide:

- The ability for the **NICE** Justice SaaS Solution to create a digital case folder based on the creation of a case folder in Case Management.

- The ability for NICE to extract key case related information such as case ID, plaintiff and defendant details, case status information, related court assignments and details, etc and populate key information in the Justice case folder.

- The ability (if available via API or other mechanism) for the NICE Justice SaaS Solution to write back to Case Management the URL of the case folder once created; and

- The ability to search all key information pulled from the Case management system from within the Justice SaaS Solution

2.2.2 Evidence.com Body Worn Camera System

This integration provides body camera recorded media and metadata to NICE Justice. It is a read-only integration. The integration will retrieve body camera, in-car camera recording, and any other media and its meta-data shared cases to the Monterey County District Attorney's Office by up to ten Law Enforcement agencies in the County with an Evidence.com Cloud subscription. The media and metadata will automatically be brought into NICE Justice. The connector integrates directly with the Evidence.com API for access to stored media and associated metadata. This will be a synchronized connection, updated in real time as information is updated in the Evidence.com Cloud System. Note that the Monterey County District Attorney's Office will need to assist NICE in obtaining API's from Evidence.com and support from local law enforcement agencies as needed for this integration to be created.

Evidence shares by Law Enforcement are matched to the NICE Justice Case using the Law Enforcement RMS/incident ID that exists in the prosecutor case management system or by using other identifying tags for the recordings.

2.2.3   Monterey County District Attorney's Office Shared Network Drive

This integration will support the collection of digital evidence that is currently stored in folders marked by case number on the Monterey County District Attorney's Office shared network drive. The digital evidence will be placed into the appropriate Justice case folders based on the metadata provided in the naming of the shared drive folders and subfolders which identifies the related Prosecutor Case Management case. This will be a synchronized connection, updating in near real time as information is updated to the shared network drive folders. Note that Monterey County District Attorney's Office will need to assist NICE in obtaining technical support and folder structures as needed.

2.2.4   Active Directory

This will be an integration to the Customer's local or Azure active directory service using Federated services. This integration will enable Customer users of the **NICE** Justice SaaS Solution to authenticate using their active directory credentials and NICE may also use AD groups to configure users with group and role-based permissions within the Justice SaaS Solution for access control purposes.

2.3   Archive & Retention Rules

Customer defined archive and retention rules can be established based on any metadata characteristic or a combination of characteristics of an evidence item. Each evidence item uploaded to the NICE Justice SaaS Solution will be assigned a retention category and managed by the Justice SaaS Solution based on the retention rules implemented.

Archive and Retention rules will be defined by Customer during the Project Planning phase.

2.4   Resilience and Redundancy

The NICE Justice SaaS Solution is based upon Microsoft Azure Technologies and leverages their resilience features.

Microsoft Azure provides transparent resilience for storage and queues which form the core of the NICE Justice SaaS Solution infrastructure.   All data is synchronously replicated across three different storage nodes within the same Azure datacentre.

The Justice SaaS Solution specific code runs as multiple load balanced instances of each of the front and back-end services and is designed to handle short term connection outages with automated retry policies.

2.5   Training

NICE Justice SaaS Solution training will provide Customer personnel the expertise and product knowledge needed to acquire the skills required to undertake day-to-day activities using the NICE Justice SaaS Solution.

Training will be delivered in the following formats:

- Train-the-Trainer sessions led by NICE to enable successful delivery of classroom-based training for the NICE Justice SaaS Solution. This will cover key knowledge points to be transferred in the classroom, trainer demonstrations, student exercises, end of module review quizzes, and best approaches for delivery.
- Self-guided online training modules for use as new user are added to the platform as well as refresher training for existing users
- In application Help documentation to assist the user with specific functionality as needed
- Scheduled Webinar updates facilitated by NICE to provide training on functionality associated with new software releases
- Quarterly touchpoints between NICE and select Customer users to obtain feedback and ensure maximum utilization of the system and its capabilities

2.6   Customer Deployment

To deliver a quality deployment, NICE Project Management uses a five-step delivery approach: Initiation, Planning, Execution (includes training), Closure and Customer Rollout.

2.6.1   Initiation Phase

Objective - to review the objectives, design and scope of the solution as sold to ensure all parties are on the same page
Deliverables
- Identify key project stakeholders
- Review of high-level project plan
- Review of connector capability requirements including all the associated APIs and database access requirements
- Review of site readiness prerequisites such as technical infrastructure, remote access needs

2.6.2   Planning Phase

Objective – to gather detailed requirements for connector development and solution deployment
Deliverables
- Detailed discovery session to include
  - Security
  - Access Control needs
  - DSG vm and bandwidth requirements
- Detailed DSG requirements documents
  - Planning sessions with sessions with database SMEs
- Detailed project plan with timelines for execution
- Defined and documented Justice Access Control policy
- Defined and documented Evidence Storage Retention policy
- Documented Customer Training Plan

2.6.3   Execution Phase

Objective – deploying the Justice SaaS Solution for Customer, testing, and training.

- Connector development and turn up/testing
- Justice SaaS Solution provisioning and turn up/testing
- Indexing of historical data
- Testing and validating of the Justice SaaS Solution using the NICE Implementation Test Plan
- Complete Customer Training

2.6.4   Closure and Customer Rollout

Objective - the NICE Justice SaaS Solution will be accessible by Customer.
The following criteria will be used to determine readiness for transition to customer rollout.

- Customer users can logon and access the data within the Justice SaaS Solution that they have been given permission to access.
- Public users (Public and businesses) are able to provide data via the Justice SaaS Solution Community Portal interface.

- External users can access shared information via the Share via Download Portal
- Testing proves that the NICE Justice SaaS Solution is successfully indexing the defined data sources as stated in Section 2.2.

3 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, commencing at the start of the project and continuing throughout the Project's duration. This Process will apply to new components and to enhancements of existing components.

Under the Change Control Process, a written "Change Request" will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

Both parties will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule, or price. Furthermore, any such changes that affect the scope, schedule, or price of this SOW will require that an amendment to the SOW be executed between the parties.

4 Roles and Responsibilities

4.1 NICE Responsibility

Promptly following the execution of this SOW by both Parties, NICE will assign a project manager ("**NICE PM**") in connection with its performance of the Services. The NICE PM will serve as the primary point of contact for NICE in connection with the Services, and will be responsible for working with the Customer team, including the development of a project plan, and NICE's coordination of the Services.

4.1.1 NICE Roles

- NICE PM will be a proactive interface between Customer and NICE, ensuring that internal customers, technical staff and upper management are kept aware of up-to-date Project status, issues, and escalations.
- Plan, estimate and organise overall deployment and implementation of NICE products as applied in Customer environments.
- Serve as the communication link between Customer and NICE throughout the entire Project, and act as liaison with other NICE departments.
- A NICE Professional Services Engineer will verify site prerequisites, install the solution while documenting the procedure and load the necessary software on the equipment and conduct the NICE installation test procedure.
- NICE R&D will be responsible for implementation of the Justice SaaS Solution
- NICE Justice SMEs will be responsible for customer training
- NICE Services personnel will be responsible for ongoing maintenance and technical support

4.2 Customer Obligations

- To assign a lead point of contact and technical point of contact for support of ongoing design, configuration, and deployment activities.
- To make available the network infrastructure and firewall configuration necessary to facilitate access to the Justice SaaS Solution from the DSG and for users.

- To facilitate remote system access to the system by NICE Engineering and Maintenance teams.
- To own the responsibility for the following:
- Providing necessary database access
- Providing NICE with vendor APIs and database schema information and obtaining necessary vendor technical support for the systems as defined in section 2.2.
- Paying any fees required by 3rd party vendors to provide NICE with needed access to Customer systems as defined in section 2.2.
- To distribute Justice SaaS Solution Security Certificates for user authentication.
- To provide up to 4 VMs (as specified in section 3.1.4) to host the DSG connectors. The exact number of VMs will be determined during the Planning Phase for this project.
- To provide network bandwidth as required by NICE.
- To assign a Customer project team (training user adoption, change request management etc.).

<div align="center">

SOLE SOURCE/SOLE BRAND JUSTIFICATION

</div>

<u>OVERVIEW:</u>

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

2240-NICE Systems-May 2024

PROCEDURE:

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will <u>not</u> be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. **A** request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

2240-NICE Systems-May 2024

Revised: 2
April 21, 2022

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 30 April 2024

1. Please indicate the following:

Procurement: ☐ Goods
                 ☑ Services

Description of Item: Comprehensive digital evidence, discovery and justice solution

(Check One)

☑ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

☐ Preferred Vendor
☑ Sole Source

Vendor Name: NICE Justice Systems, Inc

Address: 221 River Street, 10th Floor   City: Hoboken   State: NJ

Phone Number: (801) 502-5608   Fax: (   )

Contact Person: Andy Doyle   Title: Regional Acct Executive

Federal Employer #: N/A

2240-NICE Systems-May 2024

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

   a) Why were product and/or vendor chosen?

Provides an Enterprise based system with unlimited users, connections to all data sources, automat case building, unlimited data storage, unlimited and automatic transcriptions, unlimited video and audio codec conversion, media processing tools, data sharing portals, automated case retention policies. Uniform process to collect and distribute discovery, receive video from any source and mak it available for anyone to watch, transcribing automatically from over 50 languages.

   b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

The only comprehensive digital evidence, digital discovery and justice solution that automates and expedites the entire Justice process from crime to court through the power of digital transformation. Other solutions attempt to improve a segment of the process, or simply take numerous manual tasks into the cloud, NICE solutions stand alone in the scope of their completness and uniquely streamlined movement of digital evidence from crime to court.

   c) Why are these specific features/qualifications required?

District Attorney offices are required to provide discovery to Defense Attorneys within very narrow time deadlines. The features provided by NICE Systems greatly enhance our ability to share audio and video evidence with the defense bar.

   d) What other products/services have been examined and/or rejected?

There is no other vendor or software system that offers these integrated features.

   e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

This data solution must be fully integrated with our case management system, provide seamless and meticulously accurate data conversion as the evidence of a crime is received for possible prosecution. No other system is available with this level of seamless integration.

2240-NICE Systems-May 2024

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

A comprehensive system, integrated with our existing case management application, providing

the seamless handling of digital evidence, digital discovery and justice solutions that automates

and expedites the entire Justice process from crime to court through the power of digital

transformation.

g) Estimated Costs:

FY 2024-25: $90,000

FY 2025-26: $93,750

FY 2026-27: $106,650

FY 2027-28: $117,450

FY 2028-29: $128,250   For a total estimated cost: $536,110

4. Is there an unusual or compelling urgency associated with this project?

☐   No
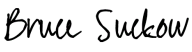
☑   Yes (Please describe)

The handling of digital evidence continues to expand in complexity and scope and is requiring

an ever increasing use of manpower to manipulate and prepare. This solution provides

an immediate relief of current requirements and positions the department to handle the future

increaes in this very sensitive and critical area of criminal justice.

2240-NICE Systems-May 2024

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:
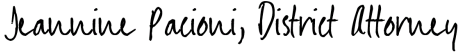
1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DocuSigned by:

Bruce Suckow

C018A126CFF7472...

Requestors Signature
Bruce Suckow

4/30/2024 | 8:40 AM PDT

Date

DocuSigned by:

Jeannine Pacioni, District Attorney

EDE2C04212F34E1...
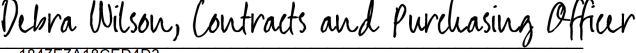
Authorized Signature by Department Head
Jeannine Pacioni, District Attorney

4/30/2024 | 8:42 AM PDT

Date

DocuSigned by:

Debra Wilson, Contracts and Purchasing Officer

1847E7A18CED4D3...

Approved by Contracts/Purchasing Officer
Debra Wilson, Contracts and Purchasing Officer

4/30/2024 | 9:09 AM PDT

Date

2240-NICE Systems-May 2024

Revised:
April 21, 2022

6

REQUEST FOR SOLE/SINGLE SOURCE

To: Procurement Division or for use at the Board of Supervisors
*to include in AgendaQuick

From: Nikki Abaurrea - District Attorney's Office

Reference Number:

Since sole/single source purchasing is an exception to the normal procurement function, it must be objectively justified. Completion of this form should facilitate that process and provide a written record of the basis used in sole procurement decisions. **Completion of this request does not constitute approval.**

Supplier Name:	NICE Systems
Street Address:	
City/State/Zip:	
Phone:	

General Description of Commodity or Service requested to be Purchased and its function:

NICE Justice which is a software solution for NICE Systems is the sole provider of a comprehensive digital evidence, digital discovery, and justice solutions. This software streamlines digital discovery throughout the justice process from crime to court.

Note: Please use as much space needed to completely answer each question, or attach additional pages.

1) Explain why this is the only product or service that can meet the needs of the Department.

NICE Justice will allow the District Attorney's Office to uniform our process from collecting and distributing discovery to the defense in a timely downloadable format. It will allow us to standardize video from any media source or format, making it universal to be watched or played by the DA staff or defense. We can transcribe any video/audio discovery within 2 minutes with 90% accuracy. By the time we receive the software, we will be able to transcribe from 50 different languages

2) What necessary features does this vendor provide which are not available from other Vendors?

Everything said in question 1, transcribing of video/audio discovery, standardizing video from different sources and format, and uniforming the process of collecting and distributing discovery

3) Why are these specific features/qualifications required?

The District Attorney's Office is required to provide discovery to Defense Attorneys. The features provided by NICE Systems enhance our ability to share A/V discovery and other discovery documents with the defense.

4) Why are other sources providing like goods or services unacceptable?

There is no other software being offered that can provide these services.

5) What other products/services have been examined and rejected?

No other service like NICE Justice being offered

6) Will this purchase obligate us to a particular vendor for future purchases?
   (Either in terms of maintenance or more "like" items in the future)

We will be entering into a five-year agreement but will not obligate us for any other purchasing in the future.
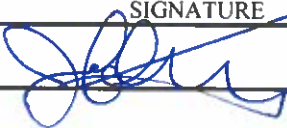
7) Explain why the price for this commodity/service is considered to be fair, reasonable, and the best possible price, and explain the negotiation efforts that were taken to obtain this price.

The cost will be somewhere between $155,000 to $195,000 a year. This cost includes transcription cost, server space, and number of files being uploaded. The hard drive space required to retain a 4K video compared to a 1080P video is much higher and requires more space. As technology improves and the resolution in video cameras increase, the need for storage space continues to grow. This solution will allow us to more away from physical on-premise servers, managed by ITS, and use the hosted cloud solution provided by NICE Systems.

8) Explain the impact to the County if the Sole/Single Source justification were not approved.

If this sole source is not approved, we will not be able to streamline many of our processes making the criminal justice process through discovery more efficient for both the DA and the defense.

I have made a diligent effort to review comparable products or services. I feel confident that the sole/single source purchase is justified and feel confident in explaining the justification to the general public. I hereby certify as to the validity of the information and feel confident this justification for sole/single source would withstand audit or vendor protest.

REQUESTERS NAME	SIGNATURE	DATE
Nikki Abaurrea		5/9/22
DEPARTMENT HEAD NAME	SIGNATURE	DATE
Jeff Reisig		5/9/22

Based on the above statements and justification, I hereby agree with the purchase of this product or service on a sole/single source basis.

PURCHASING AGENT SIGNATURE REQUIRED * (NO SIGNATURE REQUIRED FOR BOS CONTRACT APPROVALS)	DATE

<div align="center">

Exhibit C

Modifications to County of Monterey Standard Agreement

</div>

The terms and conditions of this Exhibit supplement the County of Monterey Standard Agreement ("**Agreement**") between NICE Systems, Inc. ("**NICE**") and the County of Monterrey ("**County**"), and are applicable to any Software or Services sold, to the Customer by NICE pursuant to the Agreement. All capitalized terms, which are used but not otherwise defined herein, shall have the meaning given to such terms in the Agreement.

The parties agree as follows:

Exhibit D – Mater Relationship Agreement (MRA). In the event of any conflict or inconsistency between the terms of this Agreement and the MRA, the terms of this Agreement shall prevail, provided however that any additional, non-conflicting terms contained in the MRA will prevail.

Section 3.02 – **Term of Agreement**. The Section is deleted in its entirety.

Section 6.04 – **Payment Conditions**. The first sentence of the Section is modified by deleting "30 days" and replacing with "180 days".

Section 7.01 – **Termination**. The Section is deleted in its entirety.

Section 7.02 – **Termination**. County will provide written notice to NICE and if NICE fails to cure its material breach within 60 days after receiving such notice County may terminate this Agreement.

Section 8.0 – **Indemnification**. The Section is deleted in its entirety and replaced with the following: "Contractor shall indemnify, defend and hold harmless the County, it's officers, agents, and employees from and against any and all third-party claims, liabilities and losses whatsoever for damages to tangible personal property, and injuries to, or death of persons, court costs and reasonable attorneys' fees resulting from the negligence or willful misconduct of Contractor in connection with Contractor's performance of its obligations under this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the County. "Contractor's performance" includes Contractor's actions or inactions and the action or inaction of Contractor's officers, employees, subcontractors and agents."

Section 9 – **Insurance**. Notwithstanding anything contained in Section 9.01 to the contrary, NICE shall not be required to provide certified copies of the insurance policies, however, will provide current certificates of insurance and copies of the requirement endorsements.

Section 9 – **Insurance.** Notwithstanding anything contained in Section 9.04, NICE's insurance shall be primary to and non-contributory with any and all insurance otherwise maintained by or afforded to the customer, but only to the extent of liabilities falling within Nice's indemnity obligations pursuant to the terms of this agreement.

Section 9 – **Insurance.** Notwithstanding anything contained in Section 9.04, to the extent permitted by law, NICE will require its insurer(s) issuing the CGL / WC coverage to waive its rights of recovery

or subrogation against the customer, but only to the extent of liabilities falling within Nice's indemnity obligations under this Agreement.

Except as herein modified, all other provisions of the Agreement remain in full force and effect as though fully set forth herein.

The parties hereto have caused this Rider to be executed by their duly authorized representatives as of the date hereof.

NICE Systems, Inc.   **County of Monterey**

By: *John Rennie, General Manager, Public Safety*   By:_____
    D4212C6E49AB4B1...

Name:____John Rennie, General Manager, Public Safety____   Name:_____

Date: ____5/30/2024 | 8:11 AM PDT____   Date:_____

By:___*Ashley Goodwin*_____
    9B18BA4F7E3349E...

Name:____Ashley Goodwin_____

Date: ____5/30/2024 | 12:22 PM EDT____

EXHIBIT D

<u>MASTER RELATIONSHIP AGREEMENT</u>

This Master Relationship Agreement ("**Agreement**") is entered into as of July 1, 2024 ("**Effective Date**") by and between NICE Systems, Inc., with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("**NICE**"), and Monterey County District Attorney's Office with an office at 142 W. Alisal St, Salinas, California 93901 ("**Customer**").

1.   **Definitions**. For purposes of this Agreement, the terms listed below will have the following meanings:

"**Affiliate(s)**" means, when used with respect to a Party, any legal entity controlled by, controlling, or under common control with that Party, where "control" (and its derivatives) means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.

"**Claim**" means a claim, demand, suit or proceeding brought against a Party by a third party.

"**Cloud Services**" means a subscription-based software-as-a-service offering in a hosted environment, including Support, as further described in an Order.

"**Confidential Information**" means non-public information that one Party (or their Affiliate) (the "**Disclosing Party**") discloses to the other Party under this Agreement (the "**Receiving Party**") and which is either marked as confidential (or words of similar import) or would reasonably under the circumstances be considered confidential. It does not include information that after the date of disclosure becomes public through no fault of the Receiving Party, was already known by the Receiving Party prior to its disclosure by the Disclosing Party, was rightfully disclosed to the Receiving Party by a third party without breach of an obligation of confidentiality owed to the Disclosing Party, or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. NICE's Confidential Information also includes materials or information related to requests for proposals, quotes, and NICE's Services and Documentation. Notwithstanding the foregoing, if the Parties entered into a non-disclosure agreement prior to the Effective Date, the information disclosed under such agreement shall be deemed to be Confidential Information hereunder. Notwithstanding the foregoing, to the extent required for consideration and approval by Customer's Board of Supervisors, NICE documentation including but not limited to pricing and total contract price may be disclosed.

"**Content**" means the electronic data and information provided by Customer through its use of the Cloud Services.

"**Documentation**" means the applicable specifications, user manuals, and self-help guides accompanying Services.

"**Losses**" means losses, liabilities, damages, and reasonable attorneys' fees and costs.

"**Order**" means an ordering document executed by the Parties subject to this Agreement, which details the Services, including the commercial details for such purchase. Orders do not include any preprinted terms on a Customer purchase order or other terms that are additional to, or inconsistent with, the terms of this Agreement. For Professional Services, the term 'Order' may mean a SOW.

"**Party**" means either NICE or Customer, individually as the context indicates and "**Parties**" means NICE and Customer collectively.

"**Professional Service(s)**" means consulting, installation, implementation, and training services to be provided by NICE pursuant to an Order or Statement of Work.

"**Resulting Information**" means data created by, or resulting from, use of the Services, including anonymized analyses, statistics, reports, and aggregations, all of which are NICE Confidential Information. For the avoidance of doubt, the term Resulting Information does not include personal data or any other information that could identify an individual.

"**Service(s)**" means the Cloud Services, Professional Services, Support, or other services to be provided by NICE pursuant to an Order or SOW.

"**Statement of Work**" or "**SOW**" means a document executed by the Parties pursuant to this Agreement, which describes the Professional Services to be provided by NICE.

"**Subscription Term**" means the time period set forth in an Order during which Customer is permitted to use or receive the Services.

"**Support**" means the technical support and maintenance services offered by NICE and identified in the Order.

2. **Ordering Procedure**. Customer or its Affiliates may purchase Services pursuant to this Agreement by entering into Orders with NICE or its Affiliates. Each Affiliate of a Party that enters into an Order agrees that it is bound by the terms of this Agreement as if it were either, as applicable, "Customer" or "NICE" with respect to such Order. Customer, or a Customer Affiliate, will make payments to the NICE entity set forth in the Order. Each Order will be deemed a separate contract between Customer, or the relevant Customer Affiliate, and NICE, or the relevant NICE Affiliate, which is the Party to such Order. Any disputes in relation to an Order shall be settled by the Parties to such Order, and only the Parties to such Order shall be responsible and liable to each other in relation to such Order.

3. **License and Scope of Use of Services.**

3.1 **Rights Granted**. NICE grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Services (including the Documentation) as set forth in an Order, for Customer's own internal business purposes. Customer may make a reasonable number of copies of the Documentation, provided such reproductions include any copyright or proprietary labels, legends, or notices included in the Documentation.

3.2 **Trials, Betas, and Evaluations**. From time to time, NICE may provide Customer access to Services for trial or evaluation purposes, for testing as a preview, beta or pre-release version, or for testing and development. Such Services may have limited features, functions, or other technical limitations, including limits on duration, quantity, capacity, or restrictions on use in certain environments (e.g., non-production). Notwithstanding anything to the contrary contained in this Agreement, and except as expressly set forth in an Order, NICE does not provide Support, warranties, service level agreements, or indemnification for any such test and development, trial, evaluation, free, or beta Services, which are provided to Customer "AS IS".

3.3 **Restrictions**. Customer agrees it will not, nor will it allow any user to: (a) publish, disclose, copy, lease, modify, translate, loan, distribute, resell, transfer, assign, alter or create derivative works based on the Services or any part thereof; (b) reverse engineer (except to the extent specifically permitted by statutory law), decompile, adapt, disassemble or otherwise attempt to discover source code or underlying algorithms, ideas, features or functions of the Services; (c) attempt to defeat, disable, or circumvent any protection mechanism related to the Services, including those intended to prevent, limit or control use, copying or access to the Services; (d) test the vulnerability of a Service, including scanning or penetration testing, nor attempt to breach any security or authentication mechanisms used by the Service; or (e) access or use the Services: (i) on or to service the systems, networks or devices of a third party; (ii) for benchmarking, development, or competitive purposes; (iii) in violation of the rights of any third party, or any applicable law or regulation (including intellectual property and data privacy laws); or (iv) for any purpose other than as expressly provided in this Section 3.

If Customer is a unit or agency of the United States or any of its instrumentalities ("**Government**"), or when the Services are used for the benefit of a unit or an agency of the Government, the following applies:

The Services are deemed "commercial computer software" pursuant to DFARS Section 227.7202 and FAR Section 12.212 (and any successor sections). The use of the Services by the Government is governed by this Agreement. Under no circumstances shall NICE be obligated to comply with any Government requirements regarding cost or pricing data or cost accounting requirements. If Customer's use of the Services would otherwise require compliance by NICE with such Government requirements, or in any manner affect NICE's rights in the Services, Customer must notify NICE of such Government requirement and obtain a waiver or exemption from such requirements for the benefit of NICE prior to any Government access to the Services.

3.4   **Artificial Intelligence**. Customer acknowledges and agrees that it will not, either directly or indirectly, use, permit, or enable, whether by itself or in conjunction with a third party, any generative artificial intelligence or any other machine-based learning application (each or collectively, "**AI**") to model, replicate, or emulate the functionality, design, or any other aspect of the Services provided under this Agreement. For the avoidance of doubt, and without limiting its rights under Section 4 (Ownership and Intellectual Property Rights), NICE reserves all rights, and Customer has no rights, to reproduce, replicate, or otherwise use the Services in any manner for purposes of training AI technologies or to generate similar applications or services, including technologies that are capable of generating software in the same style, functionality, or genre as the Services.

3.5   Any violation of this Section 3 (License and Scope of Use of Services) by Customer will be deemed a material breach of this Agreement, and NICE will have the right to either suspend delivery, access, or performance of the Services or terminate this Agreement and any Orders hereunder immediately, without any liability to Customer, and to seek all remedies available at law or in equity.

4.   **Ownership and Intellectual Property Rights**.

4.1   **Content**. Customer has sole ownership of its Content, including all intellectual property rights related thereto. By providing Content to a Cloud Service, Customer grants to NICE and its Affiliates a limited, non-exclusive, non-sublicensable, non-transferable license to use, copy, store and display the Content to provide the Cloud Services to Customer and perform its obligations under this Agreement. During the Subscription Term, to the extent retrieval is supported by the Cloud Service, Customer may retrieve its Content at any time from the Cloud Services in accordance with the applicable Documentation. If such retrieval is not supported by the specific Cloud Service then, at any time during the Subscription Term, Customer may request extraction of Content from the Cloud Service and the Parties will enter into an Order for NICE to provide extraction Services at NICE's then current rates for such Services.

4.2   **Services**. No title or ownership of the Services will be transferred to Customer by way of this Agreement or an Order. NICE has sole right to, and ownership of, all intellectual property rights in and to: (a) the Services and Documentation, and all modifications, enhancements, improvements, adaptations, and translations thereto; (b) the trademarks, service marks, and trade names associated with the Services; (c) Resulting Information; and (d) all other NICE supplied material developed for use in connection with the Services generally, exclusive of the Content. Although not required, if Customer provides feedback, ideas, or other suggestions ("**Feedback**") about the Services, then NICE and its Affiliates will own and may use and exploit such Feedback without restriction or obligation to Customer. All rights not expressly granted to Customer herein are reserved to NICE.

5.   **Customer Responsibilities**. Customer is responsible for monitoring its, and its users, use of the Services for possible unauthorized usage and is solely responsible for any activity occurring under its use of the Services. Customer will: (a) have sole responsibility for the accuracy, quality, and legality of all Content; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will immediately notify NICE if it becomes aware or has reason to believe that the Services are being used in an unauthorized manner. Customer is responsible for: (i) implementing any security features and options made available by NICE in connection with Cloud Service; and (ii) routinely archiving and backing up Content. Without limiting the generality of the

foregoing, Customer is responsible for all activity and charges incurred, including all telephony and network connectivity charges, within its assigned Business Unit. As used in herein, "Business Unit" means an independent, billable software instance of the Cloud Services.

6.   **Invoicing, Payment and Taxes**.

6.1   **Invoicing of Fees and Payment**. NICE will invoice and Customer will pay all fees, expenses, or other costs as agreed upon in an Order and/or SOW ("**Fees**") to NICE within thirty (30) days from the invoice date. Without waiving any of its rights or remedies under the Agreement or at law, NICE reserves the right to suspend delivery, access, or performance of the Services until any amounts that are outstanding and past due are paid in full by Customer.   Orders are non-cancellable and non-refundable except in the event of a termination by Customer for cause pursuant to Section 10.3. If Customer decides to cease using the Services during the Subscription Term (except in the event of a termination by Customer for cause pursuant to Section 10.3), Customer will continue to be liable for all amounts payable under the Order for such Services for the remainder of the Subscription Term, including all amounts that are subject to a minimum commitment, and Customer shall not be entitled to any refunds.

6.2   **Taxes**. Customer will, in addition to the other amounts payable under this Agreement, bear and pay all sales and other taxes, federal, state or otherwise, however designated that are levied or imposed by reason of the transactions contemplated hereunder, but excluding taxes on NICE's income. Without limiting the foregoing, if any such taxes are imposed upon and paid by NICE, Customer will reimburse NICE within thirty (30) days of the date of an invoice from NICE for such amount. If, at any time, Customer claims that its purchase of Services hereunder is exempt from any taxes, it will be Customer's responsibility to provide NICE with the appropriate tax exemption certificate(s). In the absence of valid proof of exemption, NICE reserves the right to charge Customer for, and Customer agrees to pay, the applicable taxes.

7.   **Compliance**.

7.1   **Ethics, Compliance, and Anti-Corruption**. NICE is committed to acting ethically and in compliance with applicable laws and regulations, and has policies and guidelines in place to provide awareness of and compliance with such laws and regulations. NICE is conscientious in its efforts to operate in accordance with the highest global ethical standards, as described in the NICE Code of Ethics and Business Conduct. NICE implements and maintains programs for its compliance with applicable anti-corruption and anti-bribery laws and has a zero-tolerance approach to bribery and corruption. NICE's Anti-bribery and Corruption Policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or anything of value to or from any Customer, its employees, agents, or any government official on its behalf.

7.2   **Export**. The Services may be subject to export laws and regulations of the United States and other jurisdictions ("**Export Laws**"). Each Party represents that it is not on any United States government denied-party list, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. NICE will comply with all Export Laws appliable to its provision of the Services to Customer. Customer will comply with all applicable Export Laws and will not export, re-export, ship, transfer, permit access to, or otherwise use the Services in any country subject to an embargo or other sanction by the United States, including the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria, or for any purpose in violation of Export Laws.

8.   **Warranties.**

8.1   **NICE Warranties for Cloud Services.** NICE warrants that during the Subscription Term the Cloud Services will operate substantially in accordance with the applicable Documentation. Customer's sole and exclusive remedy, and NICE's sole obligation, for NICE's non-compliance with the foregoing warranty is the correction of the non-compliance at no additional cost to Customer.

8.2   **NICE Warranty for Professional Services**. NICE warrants that Professional Services will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices. Customer's sole and exclusive remedy, and NICE's sole obligation, for NICE's non-compliance with the warranty in this Section is NICE's reperformance of the non-conforming Professional Services, provided that Customer notifies NICE of a non-conformity with the warranty set forth in this Section during the thirty (30) day period following NICE's completion of the applicable Professional Services.

8.3   The warranties set forth in Sections 8.1 and 8.2 will not apply to issues related to: (a) modification of the Cloud Services, unless such modification constitutes a configuration change made pursuant to, and allowable under, the Documentation; (b) any unauthorized third-party software or hardware that are operated with, or incorporated in, the Cloud Services; (c) negligence, abuse, or misapplication of the Cloud Services, including use other than as set forth in the Documentation; (d) failure to comply with any minimum system requirements specified in the Documentation; or (e) failure in Customer's infrastructure or network used to access the Cloud Services.

8.4   **Disclaimer of Warranties**. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NICE TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, NOR DOES NICE WARRANT THAT THE OPERATION OF THE SERVICES WILL BE FREE FROM UNAUTHORIZED ACCESS OR HACKING ATTEMPTS, UNINTERRUPTED OR ERROR-FREE.

8.5   **Customer Warranties**. Customer warrants that: (a) Customer is the owner or authorized licensee of the Content, and has secured all necessary licenses, consents, authorizations, and waivers for the use of the Content; (b) the Content and Customer's use of the Services at all times complies with the terms of the Agreement and Orders; (c) Customer will only provide to NICE the minimum Content necessary to utilize the Services under the Agreement and Orders; and (d) Customer will not use the Services to conduct any illegal activity or engage in any other activity, which infringes upon the rights of NICE or any third party. Without waiving any rights or remedies NICE may have under the Agreement, at law or in equity, NICE reserves the right to suspend delivery, access, or performance of the Services if Customer breaches this Section 8.5.

9.   **Confidential Information.**

9.1   The Receiving Party will maintain the confidentiality of the Disclosing Party's Confidential Information using at least the same standard of care as the Receiving Party employs for its own confidential information of a similar nature, but in any event no less than a reasonable standard of care. The Receiving Party will not use the Disclosing Party's Confidential Information, except as permitted by this Agreement. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any other person except to its Affiliates and its and their respective officers, directors, employees, consultants, auditors, subcontractors, and professional advisors (collectively, the "**Representatives**") who have a need to know, and who are subject to a confidentiality obligation regarding such Confidential Information. The Receiving Party is responsible for its Representatives' compliance with the confidentiality obligations of this Agreement.

9.2   Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party if required by applicable law, regulation, order, or legal process, provided that: (a) to the extent permitted under applicable law, the Receiving Party gives the Disclosing Party prompt written notice of such requirement so that the Disclosing Party has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such order; (b) the Receiving Party provides the Disclosing Party with reasonable assistance, at the Disclosing Party's expense, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and (c) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or legally required, subject to any protective order or confidential treatment obtained by the Disclosing Party.

10.   **Term and Termination.**

10.1   **Term**. This Agreement commences on the Effective Date and will continue until terminated in accordance with this Section 10 (the "**Term**").

10.2   **Subscription Term**. Approximately one-hundred and eighty (180) days prior to the conclusion of the Initial Subscription Term or then-current Renewal Terms : (a) either Party may advise the other Party in writing that it does not wish to renew the Subscription Term (a "**Non-Renewal Notice**"); or (b) Customer may advise NICE that it desires to renew the Subscription Term for a different length of time than the expiring Subscription Term (each "**Renewal Term**"). The Initial Subscription Term together with any Renewal terms constitute the "**Subscription Term**". A Non-Renewal Notice from Customer for any Cloud Service in the NICE CXone or NICE CXone Integrated solution families must be sent to Contract-Unsubscribe@nice.com, and for any Cloud Services within the NICE CX Solution family must be sent to CloudServicesUnsubscribe@nice.com; notice sent by any other method shall not constitute a valid Non-Renewal Notice of Customer.

10.3   **Termination**. Either Party may terminate this Agreement, an Order, and/or a SOW: (a) for cause upon written notice to the other Party, if the other Party fails to cure a material breach of this Agreement or an Order and/or SOW, respectively, within thirty (30) days after receiving such notice; (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation for the settlement of debts or an assignment for the benefit of creditors; or (c) upon the dissolution of the other Party.

10.4   **Effect of Termination**. Any termination of this Agreement will not serve to terminate any Orders and/or SOWs thereunder. Unless otherwise provided herein or in an Order and/or SOW, the termination of an Order and/or SOW will not operate to terminate any other Orders and/or SOWs, and the terms of this Agreement will continue to govern such Orders and/or SOWs until completion or their earlier termination in accordance with this Agreement. Upon termination of this Agreement, or termination or expiration of an Order: (a) Customer will: (i) cease access and use of the applicable Services; (ii) return or destroy all copies of any Documentation in its possession or control; and (iii) certify in writing to the completion of such return or destruction upon NICE's request; and (b) each Party will cease using the other Party's Confidential Information. Notwithstanding the foregoing, either Party may retain such information as may be required by law or for compliance purposes, and the confidentiality obligations of this Agreement will continue to apply for as long as the Confidential Information is retained by such Party. Termination will not relieve Customer of its obligations to pay: (1) any Fees accrued or due and payable to NICE through the effective date of termination; and (2) all future amounts due under all Orders.

10.5   **Content Retrieval**. Upon Customer's written request made on or prior to expiration or termination of the applicable Subscription Term ("**Customer Retrieval Request**"), NICE will make the Content available in the Cloud Service as set forth in the Documentation for Customer to retrieve for a period of time as agreed by the Parties (which shall not exceed thirty (30) days) after such expiration or termination ("**Retrieval Period**"). If such retrieval is not supported by the Cloud Service, then, upon NICE's receipt of a Customer Retrieval Request and, subject to NICE's then current Fees set forth in an Order or SOW, NICE will extract Content in the Cloud Service and provide it to Customer in a mutually agreed to format. Following the expiration of the Retrieval Period or such extraction of the Content by NICE, NICE will have no obligation to maintain the storage of Content, and Customer authorizes NICE to, unless legally prohibited, delete all remaining Content. Any residual Content remaining in NICE systems thereafter will continue to be subject to the confidentiality obligations set forth in this Agreement until such Content is deleted by NICE.

11.   **Indemnification.**

11.1   **NICE Indemnification.** NICE will defend Customer from and against any Claim made or brought against Customer to the extent such Claim alleges that the Services used in accordance with this Agreement, infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret, and will indemnify Customer against Losses awarded against Customer as a result thereof. The foregoing defense and indemnity obligations will not apply if: (a) the allegation does not state with specificity that the Services are the basis of the Claim; or (b) if a Claim arises from: (i) specifications, technology, applications, or designs furnished by Customer or a third party on Customer's behalf; (ii) the use or combination of the Services or any part thereof with any product

or service, data, or processes not provided by NICE, if the Services or use thereof would not infringe without such combination; (iii) the modification of the Services not provided by NICE's authorized personnel; (iv) Services under an Order for which there is no charge; (v) Customer's failure to use the Services in accordance with the Documentation; or (vi) the Content.

11.2 If Customer is enjoined from using the Services, or NICE reasonably believes Customer will be so enjoined, NICE will have the right, at its sole option and expense to: (a) procure for Customer the right to continue using the affected Services in accordance with this Agreement; (b) replace or modify the Services so that they are no longer claimed to infringe or misappropriate, provided their functionality after modification is substantially equivalent pursuant to the Documentation; or, if neither (a) or (b) are feasible using commercially reasonable efforts, then: (c) terminate Customer's subscriptions for the affected Services upon thirty (30) days' written notice and, as applicable, refund to Customer any prepaid Fees for the affected Services for the unexpired Subscription Term. The collective obligations of NICE pursuant to Sections 11.1 and 11.2 state the sole and exclusive liability of NICE, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

11.3 **Customer Indemnification.** Customer will defend NICE and its Affiliates from and against any Claim made or brought against NICE to the extent such Claim: (a) alleges that any Content or any service, product, or technology provided by or on behalf of Customer hereunder, infringes or misappropriates such third party's patent, copyright, trademark, or trade secret, or violates another other right of such third party; (b) arises from any Content or personal data provided to NICE by or on behalf of Customer; or (c) arises from Customer's use of Content, or the Services in an unlawful manner. Customer will indemnify NICE and its Affiliates from and against Losses awarded against NICE as a result of any Claim described in this Section.

11.4 **Indemnification Procedure.** The indemnification obligations above are subject to the Party seeking indemnification ("**Indemnified Party**") hereunder providing the other Party ("**Indemnifying Party**") prompt written notice of the specific Claim, provided that any delay in providing such notice will not relieve the Indemnifying Party of its obligations hereunder, except to the extent the delay prejudices its ability to defend the Claim and provided that the Indemnified Party provides all reasonable assistance to the Indemnifying Party. The Indemnified Party may retain its counsel of its own choosing to monitor the defense of the claim at its own expense. The Indemnifying Party may settle any Claim without the Indemnified Party's written consent, unless such settlement: (a) does not include a release of all covered claims pending against the Indemnified Party; (b) contains an admission of liability or wrongdoing by the Indemnified Party; or (c) imposes any obligations upon the Indemnified Party other than an obligation to cease using any infringing items.

12. **Limitation of Liability.**

12.1 IN NO EVENT WILL EITHER PARTY, TOGETHER WITH ITS AFFILIATES, HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE), INCLUDING LOST PROFITS, REVENUES, GOODWILL, LOSS OF OR CORRUPTION OF DATA, INTERRUPTED COMMUNICATIONS, OR BUSINESS INTERRUPTION, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE FORESEEABLE, OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

12.2 IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE OR PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS UNDER THE ORDER OR STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE. HOWEVER, THE FOREGOING LIMITATION WILL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 OR FOR NICE TO RECOVER PAYMENT FOR USE OF THE SERVICES IN EXCESS OF THE QUANTITY PURCHASED UNDER AN ORDER.

12.3   The limitations in Section 12.1 and Section 12.2 above will not apply to a Party's liability for its infringement or misappropriation of the other Party's intellectual property rights, its indemnification obligations under Section 11 (Indemnification), or to the extent prohibited by law.

13.   **Third-Party Providers**. NICE has existing arrangements with certain third-party technology service providers, which provide NICE with the ability to supplement its employee workforce providing Services to NICE's customers ("**Third-Party Provider(s)**"). Notwithstanding anything to the contrary contained in an Order, Customer acknowledges and agrees that NICE may use Third-Party Providers to assist NICE in the delivery of Services under this Agreement, provided that NICE remains responsible for such Third-Party Providers' compliance with the terms herein and in an Order or SOW.

14.   **General Provisions.**

14.1   **Notices**. With respect to notices permitted or required under this Agreement related to the following matters, such notices must be in writing and delivered by personal delivery, by registered or certified mail (return receipt requested), or by internationally recognized overnight delivery service: (a) notices of breach; (b) notices of termination; and (c) notices regarding actual or potential legal action, including claims subject to indemnification hereunder. Notices will be deemed given (i) on the date of delivery when delivered personally, (ii) one (1) business day after deposit for next day delivery with an internationally recognized overnight delivery service, and (iii) on the date of delivery when mailed by registered or certified mail (return receipt requested). Notices other than those described in subsections: (a) through (c) above may be delivered by email, and will be deemed given upon personal reply acknowledging receipt. Notices will be sent to the addresses provided below or to such other address as either Party may specify in writing.

Address for Notices:

To NICE:	To Customer:
NICE Systems, Inc.	Monterey County District Attorney's Office
Address: 221 River Street, 10th Floor	Address: 142 W. Alisal Street
Hoboken, NJ 07030	Salinas, California 93901
Email : contractnotices@nice.com	Email : ReedN@countyofmonterey.gov
Attention: Legal Department	Attention: Finance

14.2   **Assignment**. Neither Party will have the right to assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, NICE may assign its rights and obligations under this Agreement to an Affiliate, or to any successor by way of merger, acquisition, or sale of all or substantially all of NICE's assets.

14.3   **Choice of Law, Venue, and Remedies**. This Agreement is governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law rules. Both Parties hereby consent and submit to the exclusive jurisdiction of the state and federal courts in New Jersey in all questions and controversies arising out of this Agreement.

Both Parties hereby exclude the application of the Uniform Computer Information Transactions Act ("**UCITA**"), the United Nations Convention on the International Sale of Goods ("**CISG**"), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this Agreement. To the extent not prohibited by applicable law that cannot be waived, the Parties hereby waive, and covenant that they will not assert any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement or any of the transactions contemplated hereunder.

In addition to any other remedies available at law or in equity, in the event of a breach by either Party of any term of this Agreement, including a breach of confidentiality obligations, monetary damages may not be sufficient, and the non-breaching Party may seek injunctive or other equitable relief to prevent the continuation or recurrence of such breach, without the need to prove actual damages. Such relief will be in addition to any damages or other remedies to which the non-breaching Party may be entitled.

14.4   **Order of Precedence and Interpretation**. In the event of any conflict or inconsistency between the terms of: (a) this Agreement and any Order or SOW, the terms of this Agreement shall prevail, except to the extent that an Order or SOW specifically states that specified terms in the Order or SOW supersede specified terms in the Agreement, in which case such superseding terms will apply only to that Order or SOW; and (b) any Order and any SOW, the terms of the Order shall prevail, except to the extent that a SOW specifically states that specified terms in that SOW supersede specified terms in the applicable Order, in which case such superseding terms will apply only to that SOW. The Parties agree that, if a URL contained in this Agreement does not work or has stopped working, it will notify the other Party and NICE will then repair or create a new URL to replace the non-working URL. Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and are not intended to affect the interpretation or construction of this Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference will be interpreted to be illustrative only, and will not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

14.5   **Survival**. Any provision of this Agreement, an Order, or a SOW that contemplates performance or observance subsequent to the termination of this Agreement, an Order, or SOW, and any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement, an Order, or a SOW shall survive its termination.

14.6   **Independent Contractors**. It is expressly agreed that the Parties are acting hereunder as independent contractors and under no circumstances will any of the employees of one Party be deemed the employees of the other Party for any purpose. This Agreement will not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other Party except to the extent and for the purposes expressly provided for and set forth herein.

14.7   **Force Majeure**. Neither Party will be in default of any provision of this Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, infectious disease, or act of government (each a "**Force Majeure Event**"). Such Force Majeure Event, to the extent it prevents a Party's performance or any other obligation under this Agreement, will extend the time for performance for as many days beyond the applicable performance date as is required to correct the effects of such Force Majeure Event.

14.8   **Waiver and Severability**. No provision of this Agreement will be deemed waived and no breach deemed excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, will constitute consent to, waiver of, or excuse for any different or subsequent breach. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.

14.9   **Publicity**. Customer authorizes NICE and its Affiliates to use Customer's name and logo during the Term for sales and marketing purposes, including to identify Customer as a customer of the Services. Customer may withdraw this authorization upon reasonable prior written notice to NICE.

14.10   **Press Releases**. Following the Effective Date, Customer agrees that NICE may issue a mutually agreed upon press release regarding its relationship with Customer ("**Press Release**"). Customer agrees to contribute a quote from one of its employees involved with the relationship with NICE to for use in the Press Release. NICE will provide a draft of the Press Release to Customer for its review and, within five (5) business days following its receipt of the draft, Customer will provide NICE with any proposed changes to the Press Release.

14.11   **Non-Solicitation**. Except to the extent prohibited by applicable law, during the Term and for a period of twelve (12) months thereafter, each Party agrees that it will not, directly or indirectly, solicit for employment any employee of the other Party or its Affiliates who, at any time during the Term, performed duties related to the Services acquired by Customer pursuant to this Agreement, nor will such Party solicit or encourage any such person to terminate their employment relationship with the other Party or its Affiliate.

14.12   **Counterparts**. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together will constitute a single agreement. Additionally, the Parties agree that this Agreement, including any transactional documents related to this Agreement, and any amendments thereto, may be signed using electronic signatures and will have the same effect as original signatures.

NICE Systems, Inc.   **Monterey County District Attorney's Office**

By: *John Rennie, General Manager, Public Safety*   By:_____
      D4212C6E49AB4B1...
     John Rennie, General Manager, Public Safety
Name:_____   Name:_____

Title: General Manager, Public Safety   Title:_____

     5/30/2024 | 8:11 AM PDT
Date:_____   Date:_____

By: *Ashley Goodwin*
     9B18BA4F7E3349E...
     Ashley Goodwin
Name:_____

Title: VP Finance, Americas

     5/30/2024 | 12:22 PM EDT
Date:_____

Exhibit E – Insurance Certificates

(Attached)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center	
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED NICE Public Safety 221 River Street, 10th floor Hoboken, NJ 07030	INSURER A : National Fire Insurance Company of Hartfor	20478
	INSURER B : Continental Insurance Company	35289
	INSURER C : Transportation Insurance Company	20494
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   **CERTIFICATE NUMBER:** W33621057   **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PRODUCTS-COMP/OP is Excluded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y		6014022865	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6014022820	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6014022834	08/01/2023	08/01/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Workers Compensation & Employers Liability Per Statute			6049999238	08/01/2023	08/01/2024	E.L. Each Accident	1,000,000
							E.L. Disease-EA Empl	1,000,000
							E.L. Disease-Pol Lmt	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Monterey County DA, CA 142 W. Alisal Street Salinas, CA 93901	**AUTHORIZED REPRESENTATIVE** *Patricia A Fong*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

SR ID: 25917703   BATCH: 3476272

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc.	NICE Public Safety 221 River Street, 10th floor Hoboken, NJ 07030

POLICY NUMBER	
See Page 1	

CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ FORM TITLE: Certificate of Liability Insurance

Monterey County DA, CA is included as an Additional Insured as respects to General Liability as required by written contract.

INSURER AFFORDING COVERAGE: Continental Insurance Company   NAIC#: 35289
POLICY NUMBER: 6014022848   EFF DATE: 08/01/2023   EXP DATE: 08/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	E.L. Each Accident	$1,000,000
Employers Liability	E.L. Disease-EA Empl	$1,000,000
Per Statute	E.L. Disease-Pol Lmt	$1,000,000

Exhibit F – Board of Supervisors Order

(To be added when authorized by the Board)