

AMENDMENT 2 TO MAINTENANCE SERVICES AGREEMENT

This Amendment ("Amendment 2") dated as of March 26th, 2009, is by and between NICE Systems, Inc., ("NICE") and Monterey County Communications Department, ("Customer"), and is made with reference to the following facts:

WHEREAS, NICE and Customer previously entered into a Maintenance Services Agreement dated September 20, 2009 (the "Maintenance Services Agreement"), a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, all capitalized terms, which are used but not otherwise defined herein, shall have the meaning given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement pursuant to this Amendment 2.

NOW, THEREFORE, the parties, in consideration of the mutual covenants set forth below and in the Agreement, agree to amend the Agreement as follows:

1. Exhibit B and C in the Agreement shall be replaced in thier entirety with Exhibit B and C, attached herein.
2. The initial period for this Amendment 2 shall be January 5th, 2009 through January 4th, 2010. Thereafter, the Agreement may be renewed in accordance with Section 5.1 of the Agreement for additional twelve (12) month periods.
3. Except as herein modified, all other provisions of the Agreement remain in full force and affect as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 2 to be executed by their duly authorized representatives as of the date hereof.

NICE Systems, Inc.

Monterey County Communications Department

By: Karen Durden

By: Sign. Michael

Name: Karen Durden

Name: _____

Title: Service Sales Director

Title: _____

Date: 5/14/09

Date: _____

Exhibit B

**SERVICE LEVEL AGREEMENT
Gold Level**

Definitions and Requirements

Service Priorities

Priority 1 – Critical Failure, as defined below.

Response Category	Normal Response Times
Support Coverage	Twenty-four (24) hours, seven (7) days per week
Phone Support	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	(80) minutes after receipt of call from Customer's authorized representative
On-Site Response Time	(4) Hour <i>On Site Response Times are in effect following the determination that on site support is required.</i>

Priority 2 – Major Problem, as defined below

Response Category	Normal Response Times
Support Coverage	Twenty-four (24) hours, seven (7) days per week
Phone Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	(120) minutes after receipt of call from Customer's authorized representative
On-Site Response Time	(24) hours <i>On Site Response Times are in effect following the determination that on site support is required.</i>

Priority 3 – Product Anomaly

Response Category	Normal Response Times
Support Coverage	Twenty-four (24) hours, seven (7) days per week
Phone Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	(24) Hours after receipt of call from Customer's authorized representative
On-Site Response Time	(48) hours <i>On Site Response Times are in effect following the determination that on site support is required.</i>

Priority 4 – System Inquiry, Planned Intervention or Request for Information

Response Category	Normal Response Times
Support Coverage	Twenty-four (24) hours, seven (7) days per week
Phone Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	(24) Hours after receipt of call from Customer's authorized representative
On-Site Response Time	(48) hours <i>On Site Response Times are in effect following the determination that on site support is required.</i>

Priority Definitions

Priority 1 - Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the Nice products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly - Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 - System Inquiry, Planned Intervention or Request for information

Personnel

Help Desk Agent (HDA) – NICE individual responsible for opening trouble ticket and assigning problem ownership within the NICE Customer support network.

Service Provider (SP) – NICE certified individual responsible for problem ownership and resolution of technical and application problems.

Director of Customer Support – NICE individual responsible for all NICE Customer support activities in North America.

Administrator – Customer individual responsible for tape changes, adding and deleting users, defining user status and system access, etc.

Customer Contact – An individual employed or contracted by Customer who is designated by Customer as the Site liaison to the SP and HDA.

NICE Systems Management contact information

Escalation Level	Contact Name	Contact number
Level 1	Dalan Winbush or Frank Marasco dalan.winbush@nice.com ; frank.marasco@nice.com	720 264-4388 / 720 264-4373
Level 2	Dave Glenn - VP of Customer Support dave.glenn@nice.com	720-264-4391
Level 3	Yali Harari – Chief Operating Officer Yali.harari@nice.com	201 549-1899
Level 4	Eran Gorev – President of the America's eran.gorev@nice.com	201 549-1888

Standard Contact for Support – NICE Systems Help Desk 1-800-NICE-611 (1-800-642-3611)
Maintenance Services

Maintenance During Normal Service Hours and Normal Response Times

Maintenance Services shall be provided twenty-four (24) hours per day, seven (7) days per week, excluding NICE's published holidays ("Normal Service Hours"), and within the normal response times are set forth in the column entitled "Normal Response Times" in the charts above for the various priority levels of service ("Normal Response Times").

Problem Reporting

Customer will report technical problems with Equipment or NICE Software or Third Party Software to any NICE help desk agent (HDA). This problem will be logged for internal reporting and tracking. All problems will follow the pattern of communications outlined in the definitions and escalation provisions above.

The HDA will either resolve the problem over the telephone or refer the call to an engineer with specific expertise regarding the problem. The engineer will conduct remote diagnostics if necessary as well as continue to try to resolve the problem over the telephone.

The HDA will be responsible for resolution and reporting to the project manager.

The engineer will determine if, in NICE's sole discretion, an on-site visit is required by a NICE certified engineer to resolve the problem. In this event, the engineer will re-engage the HDA who will dispatch the closest SP. The SP will contact Customer and arrange the Site visit. Additional reporting activities are addressed below.

On-Site Reporting

All SPs will follow the procedure below.

- Upon arrival at the Customer Site in and go directly to the Customer Contact.
- When the SP is ready to leave, notify the Customer Contact.
- Provide verbal reports to the Customer Contact on all work completed and in progress by NICE.
- Sign out and leave with the Customer Contact a visit report of the work accomplished by NICE and the outstanding issues.
- Provide to the Customer Contact within one (1) week of the on-site visit a follow-up report on any outstanding issues.

The HDA will monitor the case and make all necessary updates and attachments.

NICE will provide monthly reports to Customer on all Priority 1 and Priority 2 problems upon resolution.

Escalating

It is the responsibility of the SP to escalate unresolved problems in the time frames and manner described in the sections above in the Escalation chart.

Systems Checks and Trouble Shooting

A schedule for daily and weekly checks will be established based upon such checks in the NiceLog and NiceCLS maintenance manual and the practices of Customer. Customer will assign internal responsibility for carrying out such preventive procedures.

Trouble shooting methodology is established in the above manuals, which are considered incorporated into this document by reference.

Repair or Replacement of Individual Products

Repair or replacement (with either new or refurbished parts, at NICE's sole discretion) of Individual Products found to be faulty or unserviceable during the performance of the Maintenance Services described above.

Unscheduled Remedial Maintenance

Unscheduled remedial maintenance, as requested in writing by Customer, in respect of those items that fail to operate properly; provided that to the extent any such remedial maintenance is requested by Customer and provided by NICE, and the reported problem is not due to a failure of the relevant Individual Product to function in accordance with the documentation for such Individual Product as provided to Customer by NICE ("Documentation"), then such remedial maintenance (including without limitation any on-site services) shall be considered Additional Services hereunder.

Installations and Upgrades or Updates

The SP will be responsible for installations of new Equipment and NICE Software and Third Party Software, if any, as well as Equipment and NICE Software and Third Party Software upgrades or updates, if any, scheduled with Customer through the Customer Contact.

Spares

NICE will assure the availability of spare parts through its direct service providers. Customers also will have the option of maintaining a critical spares list at the Site at an additional expense.

Critical spares kits may include:

- DAT drive
- Hard drive
- Power supply
- CPU board
- Audio card

Software Updates

NICE's standard Maintenance Services shall include installation of only such software updates to the NICE Software which, in NICE's sole discretion, are necessary to ensure efficient operation of the Products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

Additional Services

Services Outside of Normal Service Hours or Normal Response Times

Additional Service fees shall apply to services provided by NICE Maintenance Personnel to Customer outside of Normal Service Hours or Normal Response Times, as defined above.

Ineligible Products

Additional Service fees shall apply for any maintenance provided by NICE for any and all Individual Products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant Individual Product, including without limitation, damages to a Individual Product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documentation, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician of materials or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-NICE Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure of telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

Modifications

Additional Service fees shall apply for modifications, alterations, specification changes, engineering changes, enhancements, and other forms of extra work, including without limitation relocating the Products collectively or any Individual Product, and adding or removing accessories, wiring or devices.

Improperly Identified or Unidentified Individual Products

Additional Service fees shall apply, at NICE's sole discretion, for maintenance provided to any Individual Product if the original identification marks on such Individual Product have been removed or altered.

Miscellaneous

Additional Service fees shall apply for any other maintenance services that are not expressly included in Maintenance Services, as defined above, which shall be performed by NICE only pursuant to a separate written agreement to be executed by the parties in the future.

EXHIBIT C

~~NICE MAINTENANCE AND ADDITIONAL SERVICES PRICE LIST~~

Maintenance Services and Additional Services will be billed to Customer according to the fee schedule below. Any services that are not included on the lists of Maintenance Services and Additional Services set forth on the Service Level Agreement attached hereto as Exhibit B shall be provided pursuant to a separate written agreement to be executed by the parties in the future.

Services	Price
Maintenance Services*	\$21,182.00 (Annual Contract Period)

* Maintenance Services include all services listed in the Maintenance Services section of the Service Level Agreement attached hereto as Exhibit B.

Additional Services shall be billed at NICE's then current hourly rates. Expenses will be billed as incurred as they relate to Additional Services.
Additional Services shall be billed at NICE's then current hourly rates. Expenses will be billed as incurred as they relate to Additional Services. Detailed copies of expense receipts shall accompany each invoice.

Customer is responsible for any additional costs associated with Upgrade implementation, including, but not limited to: any Third Party Software required, such as any Microsoft™ server or workstation applications (including SQL server licenses), additional hardware, Services, including but not limited to, installation, specialized customization or integration services, such as the OPUS integration, (which shall be made available as Additional Services) or training that is required as a result of an Upgrade.

Exhibit D

Upgrades

~~In addition to the Maintenance Services as described in Exhibit B of the Agreement, in accordance with the annual fees listed in Exhibit C2 – Commercial, and for the Products listed in Exhibit A2 – Commercial, NICE shall provide subsequent releases of the NICE Software, which replaces a previously installed version of the NICE Software, with a newer version of the same NICE Software, excluding any release, option or new feature which NICE determines will be licensed separately ("Upgrades"). Upgrades will be delivered or made available to Customer for downloading free of charge. For the avoidance of doubt, in the event that the Maintenance Services are terminated in accordance with Section 12 of the Agreement, NICE shall not provide, and Customer shall not be entitled to receive, any Upgrades after the date on which such termination is effective. For the avoidance of doubt, Upgrades shall only be made available~~

AMENDMENT NO. 1

To Maintenance Services Agreement between NICE Systems, Inc., and the County of Monterey

THIS AMENDMENT NO. 1 to the Agreement by and between NICE Systems, Inc., a Delaware Corporation, having its principal offices at 301 Route 17 North, 10th floor, Rutherford, NJ 07070 ("NICE") and the County of Monterey ("Customer"), is hereby entered into by and between the parties effective January 5, 2008.

RECITALS:

WHEREAS, the parties entered into a Maintenance Services Agreement ("Agreement") for the period September 20, 2006 to September 19, 2007, which provided for the purchase and installation of specified goods, services, and equipment; and

WHEREAS, the parties desire to continue maintenance of the NICE voice recording system for the period January 5, 2008 to and including January 4, 2009, on the same terms and conditions as set forth in the Agreement.

NOW THEREFORE, the parties agree as follows:

1. NICE Systems, Inc. shall maintain the voice recording system installed pursuant to the Agreement for the period January 5, 2008 to and including January 4, 2009 on the same terms and conditions as set forth in the Agreement.
2. This agreement will be automatically extended for additional periods of twelve (12) months (each a "Renewal Term") unless, at least ninety (90) days prior to the conclusion of the Initial Term or the then current Renewal Term, either party furnishes the other with a written notice of termination, which notice shall be effective at the conclusion of the then-current term.
3. The fee for maintenance of the voice recording system for the term of this agreement and subsequent two annual terms is set forth in Exhibit A.
4. Except as provided herein, all terms and conditions of the Maintenance Services Agreement shall remain unchanged and in full force and effect.
5. A copy of the Amendment #1 shall be attached to the Maintenance Services Agreement dated September 20, 2006.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

MONTEREY COUNTY

By 

Title CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

4-308

NICE SYSTEMS, INC.

By Karen Dunder

Title Service Sales Director

3/25/08