

## MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement ("**Agreement**") is entered by and between NICE Systems, Inc., with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("**NICE**"), and **Hidalgo County District Attorney's Office** with an office at 100 E Cano St, Edinburg, TX 78539 ("**Customer**"), as of the date of the last signature below (the "**Effective Date**").

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, Software 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. Information related to this Agreement in Customer's possession or held by NICE on Customer's behalf is subject to the provisions of the Texas Public Information Act, Tex. Govt. Code sec. 552.

**"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 or Software.

**"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 or Software, 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.

**“Software”** means software licensed to Customer on hardware owned or controlled by Customer pursuant to an Order. All references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

**“Software-as-a-Service”** or **“SaaS”** means a subscription-based service consisting of the ability to use, and receive support in connection with, the Software in the hosting environment as described in an Order.

**“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 or Software.

**“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 and Software 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.

Customer, by written advance notice, may elect to terminate or not to renew such Order in the event that Customer does not allocate necessary funds. The termination or non-renewal will be effective at the conclusion of any Services pre-paid by Customer, and NICE shall be compensated for all Services actually provided to the effective date of such termination or non-renewal.

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

3.1 **Rights Granted.** NICE grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Services or Software (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 or Software for trial or evaluation purposes, for testing as a preview, beta or pre-release version, or for testing and development. Such Services and Software 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 or Software, 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 Software 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 or Software; (c) attempt to defeat, disable, or circumvent any protection mechanism related to the Services or Software, including those intended to prevent, limit or control use, copying or access to the Services or Software; (d) test the vulnerability of a Service or Software, including scanning or penetration testing, nor attempt to breach any security or authentication mechanisms used by the Service or Software; or (e) access or use the Services or Software: (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 or Software are used for the benefit of a unit or an agency of the Government, the following applies:

The Services and Software 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 and Software 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 or Software would otherwise require compliance by NICE with such Government requirements, or in any manner affect NICE's rights in the Services or Software, 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 or Software.

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 or Software 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 or Software 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 or Software.

3.5 Any violation of this Section 3 (License and Scope of Use of Services and Software) 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 Software 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 and Software.** No title or ownership of the Services or Software 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, Software, and Documentation, and all modifications, enhancements, improvements, adaptations, and translations thereto; (b) the trademarks, service marks, and trade names associated with the Services or Software; (c) Resulting Information; and (d) all other NICE supplied material developed for use in connection with the Services or Software generally, exclusive of the Content. Although not required, if Customer provides feedback, ideas, or other suggestions ("**Feedback**") about the Services or Software, 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 and Software. 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 or Software, 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. If Customer does not pay the Fees within such time, NICE may apply interest to the Fees owed at the rate established by the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.025, assessed from the due date through the date of payment. 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 or Software until any amounts that are outstanding and past due are paid in full by Customer. Orders are non-cancellable and non-refundable. If Customer decides to cease using the Services or Software during the Subscription Term, Customer will continue to be liable for all amounts payable under the Order for such Services or Software 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 is a governmental entity of the State of Texas and as such is tax exempt. Customer's tax exempt certificate is attached as Exhibit A and incorporated into this agreement for all purposes.

## 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 and Software 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 applicable to its provision of the Services or Software 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 or Software 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 Software.** NICE warrants that the Software will operate substantially in accordance with the applicable Documentation during the ninety (90) day period beginning on the date on which the Software becomes available for download by Customer via NICE's electronic software delivery system ("**Warranty Period**"). Customer's sole and exclusive remedy, and NICE's sole obligation, for NICE's non-compliance with the foregoing warranty during the Warranty Period will be, in NICE's sole discretion and at no charge to Customer, to correct or replace such Software so that it complies with the warranty set forth in this Section.

8.3 **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.

8.4 The warranties set forth in Sections 8.1 and 8.2 will not apply to issues related to: (a) modification of the Cloud Services or Software, 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 or Software; (c) negligence, abuse, or misapplication of the Cloud Services or Software, 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.

8.5 **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 OR SOFTWARE WILL BE FREE FROM UNAUTHORIZED ACCESS OR HACKING ATTEMPTS, UNINTERRUPTED OR ERROR-FREE.

8.6 **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 or Software 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 and Software under the Agreement and Orders; and (d) Customer will not use the Services or Software 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 or Software if Customer breaches this Section 8.6.

## 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.** The Initial Subscription Term will renew for additional periods of time equal in length to the then-currently expiring term ("**Renewal Term(s)**") and, together with the Initial Subscription Term, the "**Subscription Term**", and the

Fees for each such Renewal Term may be increased by the greater of: (a) five percent (5%); or (b) the most recent annual increase in the Consumer Price Index for all Urban Consumers (CPI-U). Notwithstanding the foregoing, at least sixty (60) days prior to the conclusion of the then-current Subscription Term: (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. 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](mailto:Contract-Unsubscribe@nice.com), and for any Cloud Services within the NICE CX Solution family must be sent to [CloudServicesUnsubscribe@nice.com](mailto: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; (c) upon the dissolution of the other Party or (d) without cause upon one-hundred twenty (120) days written notice to 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 and Software; (ii) return or destroy all copies of any Software and 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 expiration or termination of the applicable Subscription Term or upon termination of the Agreement at any other time, 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). If such retrieval is not supported by the Cloud Service, then, 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, or its Agent, 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. NICE agrees to advise Customer in writing as to what information is subject to deletion at least thirty (30) prior to deletion to allow Customer the opportunity to retrieve said information in the manner provided above. 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 or Software 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 or Software 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 Software or any part thereof with any product or service, data, or processes not provided by NICE, if the Services or Software or use thereof would not infringe without such combination; (iii) the modification of the Services or Software not provided by NICE’s authorized personnel; (iv) Services or Software under an Order for which

there is no charge; (v) Customer's failure to use the Services or Software in accordance with the Documentation; or (vi) the Content.

11.2 If Customer is enjoined from using the Services or Software, 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 or Software in accordance with this Agreement; (b) replace or modify the Services or Software 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 or license for the affected Services or Software upon thirty (30) days' written notice and, as applicable, refund to Customer any prepaid Fees for the affected Services for the unexpired Subscription Term, or the prepaid Fees for the affected licensed Software, pro-rated on a three (3) year straight line basis, beginning on the delivery date. 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 **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 TO THE EXTENT ALLOWED BY LAW, 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 TO THE EXTENT ALLOWED BY LAW, 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 OR SOFTWARE 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:

**NICE Systems, Inc.**

Address: 221 River Street, 10th Floor, Hoboken, NJ 07030

Email : [contractnotices@nice.com](mailto:contractnotices@nice.com)

Attention: Legal Department

To Customer:

**Hidalgo County District Attorney's Office**

Address: 100 E Cano St, Edinburg, TX 78539

Email : alex.benavides@da.co.hidalgo.tx.us

Attention: Alex Benavides

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 Texas, excluding its conflict of law rules. Both Parties hereby consent and submit to the exclusive jurisdiction of the state and federal courts in Texas 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 or Software. 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.

14.13 **Entire Agreement.** This Agreement, along with any Orders and SOWs executed hereunder, and any NICE policies explicitly incorporated by reference, collectively constitute the entire agreement and understanding between the Parties regarding the subject matter hereof, and supersede any other written or oral agreement that the Parties may have had with respect thereto. No statement or inducement with respect to the subject matter by either Party or by any agent or representative of either Party, which is not contained in this Agreement, is valid or binding between the Parties. No provision of this Agreement may be modified or amended except by a written instrument duly executed by each of the Parties. Any such modification or amendment will not require additional consideration to be effective. Customer purchase orders, if any, are provided for Customer's administrative purposes only and any preprinted terms on them will not apply or have any effect on the terms of an Order or this Agreement.

14.14 **Insurance.** Consistent with its status as an independent contractor and at its sole expense, NICE agrees that throughout the duration of the work under this Agreement and any extension thereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law. NICE shall upon request furnish to Customer certificate(s) of insurance and all renewals showing the said policy to be in full force and effect during the term of this Agreement and naming the County of Hidalgo as an additional insured on its Commercial General Liability insurance, but only to the extent of liabilities falling within NICE’s indemnity obligations pursuant to the terms of this Agreement.

**NICE Systems, Inc.**

**Hidalgo County District Attorney’s Office**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Order No.00473807  
(SaaS Solution)**

This Order No. **00473807** ("**Order**") dated \_\_\_\_\_ ("**Order Effective Date**"), is entered into by and between NICE Systems, Inc. ("**NICE**") and **Hidalgo County District Attorney's Office** ("**Customer**"), subject to the terms of the Master Relationship Agreement dated \_\_\_\_\_ ("**Agreement**").

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
<i>[Historical Case Import - Active]</i>	0				
<i>[Historical Case Import - Archive]</i>	0				
<b>Active Cases</b>	14,800	14,800	14,800	14,800	14,800
<b>Archived Cases</b>	7,400	29,600	51,800	74,000	96,200
<b>Total Managed Cases</b>	<b>22,200</b>	<b>44,400</b>	<b>66,600</b>	<b>88,800</b>	<b>111,000</b>

Additional active cases created beyond the 22,200 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.

- Felony Cases Stay Active for 12 months (average).
- MISD/Civil Cases Stay Active for 6 months (average).
  
- Felony Cases remain in the system for 60 months (average) before being permanently removed.
- MISD/Civil Cases remain in the system for 60 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. **Cooperative Purchasing:** HGAC Contract Number RP07-20, Effective Date 07/01/2020 – 06/30/2025
4. **Invoicing.** The total amount due for the Justice SaaS Solution Initial Subscription Term fees is One million, twenty-one thousand, seven hundred ninety-two (\$1,021,792) 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	\$109,372	\$168,165	\$208,125	\$248,085	\$288,045	Activation 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. So that on the 12th month, at the end of year 2, the system has a 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: Hidalgo County District Attorney's Office	Customer Name: Hidalgo County District Attorney's Office
Customer Address 1: 100 E Cano St, Edinburg, TX 78539	Customer Address 1: 100 E Cano St, Edinburg, TX 78539
Attention: Alex Benavides	Email Address: alex.benavides@da.co.hidalgo.tx.us

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

**NICE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Hidalgo County District Attorney's Office**

By: \_\_\_\_\_

Name: Toribio "Terry" Palacios

Title: Hidalgo County District Attorney

Date: \_\_\_\_\_

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON November 26, 2024.**

**Agenda Item No. 97289**

**Executive Office: \_\_\_\_\_**

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Robert Viña, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)

## 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. **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.

3. 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.

4. **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.

<b>Table A-1</b> Support Contacts	
<b>For NICE WCX Solution Family</b>	
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

5. **Case Support.**

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

Severity Level	Definition	Examples
<b>1. Critical (System Unavailable)*</b>	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.
<b>2. High (System Impaired)*</b>	I. Major functionality is significantly impacted. II. No workaround.	A. Service interruptions to some but not all functionality. B. Alerts not being generated
<b>3. Medium (Minor Impact)</b>	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.
<b>4. Low (Informational)</b>	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.

5.3 NICE’s response to a Case will be handled, as follows:

Table A-3	
Case Severity	Target Initial Response Times <sup>^</sup>
S1	60 minutes
S2	4 hours during Customer’s business day
S3	Next business day
S4	Next business day

<sup>^</sup>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 4 of this Exhibit.

## 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, 10<sup>th</sup> 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 includes Hidalgo District Attorney Odyssey Case Management (Tyler Technologies) or any other product should the need arise.

Recommended user creation via Active Directory sync.

## 2 Solution Overview

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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 **NICE 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>).

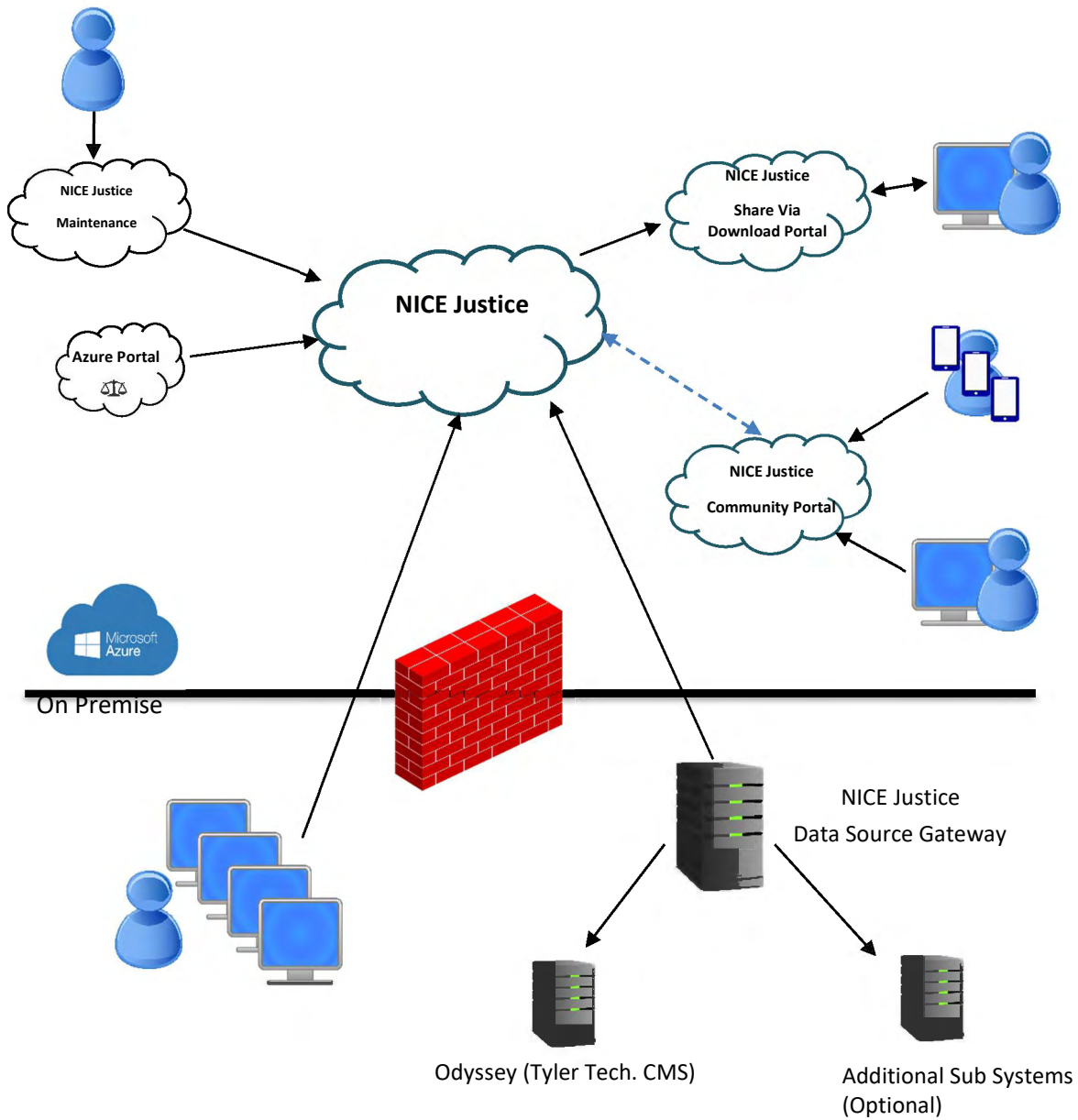
Connections are made to Customer's data sources through a Data Source Gateway(s) (DSG) deployed within the Customer Infrastructure, via a secure encrypted link to the Justice SaaS Solution instance deployed within the MS Azure Government data center. All connections of the DSG are outbound only, using 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 **NICE 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
<b>CPU</b>	4 vCPUs @2GHz
<b>System RAM</b>	16GB
<b>HDD</b>	200GB
<b>Network Interface</b>	Ethernet TCP/IP: minimum speed 100 Mbps, 1Gbps recommended. configured as Full Duplex
<b>Operating System</b>	Support all versions of MS Windows Server

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 **NICE 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
<b>DSG to NICE Justice</b>			
DSG	<b>NICE Justice</b> DSG API	TCP 443	HTTPS
Azure Storage (blob)	Azure Storage (blob)	TCP 443	HTTPS
<b>Client PC to NICE Justice</b>			HTTPS
Web browser	<b>NICE Justice</b> 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 **NICE 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.

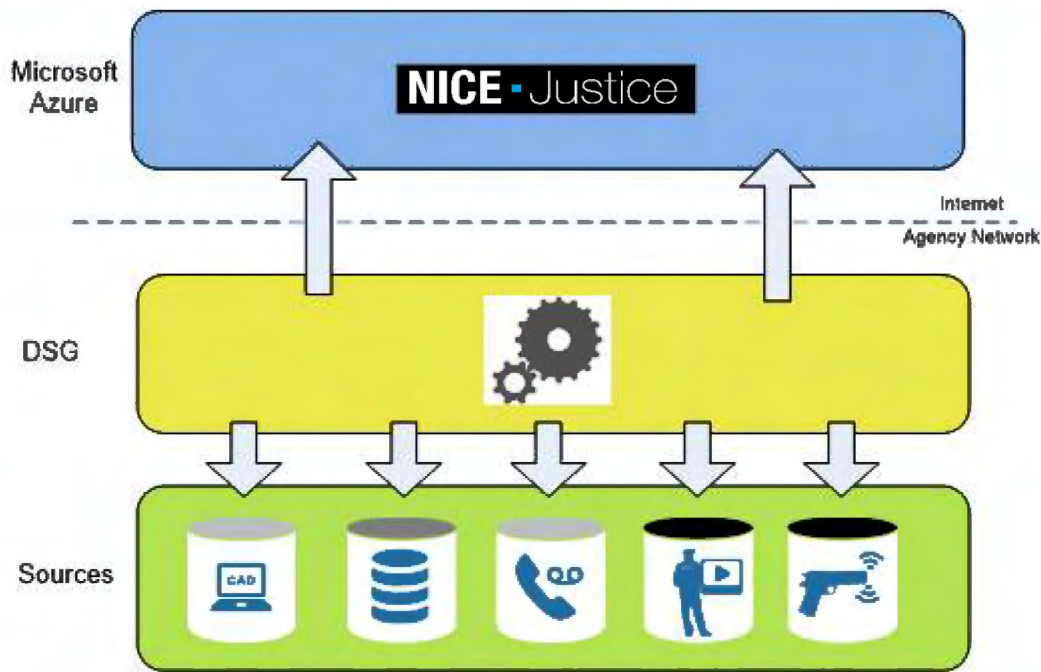


Figure 1 – High Level Architecture Overview

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 **NICE 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:

$15 \text{ GB} / 24 * 60 * 60 = 175 \text{ KBps} = 1.75 \text{ Mbps}$

#### Historic indexing

Total data:

$15 \text{ GB} * 180 \text{ days} = 2.7 \text{ TB}$ .

Average rate (over 4 weeks):

$2.7 \text{ TB} / 28 * 24 * 60 * 60 = 1.2 \text{ MBps} = 12 \text{ Mbps}$

## 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.

User access to cases, evidence, and features within the **NICE 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 Hidalgo District Attorney'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 Odyssey Case Management System (Tyler Technologies)

This will be a direct integration to the Odyssey Case management system to provide case information in the **NICE Justice** SaaS Solution. It is a two-way integration, reading information from the Case management system and writing back a URL to the **NICE 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 Odyssey Case management system from within the **NICE Justice** SaaS Solution

### 2.2.2 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 **NICE 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 **NICE 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.

**NICE 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 **NICE Justice** Access Control policy

- Defined and documented Evidence Storage Retention policy
- Documented Customer Training Plan

### 2.6.3 Execution Phase

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

- Connector development and turn up/testing
- **NICE Justice** SaaS Solution provisioning and turn up/testing
- Indexing of historical data
- Testing and validating of the **NICE 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 **NICE Justice** SaaS Solution that they have been given permission to access.
- Public users (Public and businesses) are able to provide data via the **NICE 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

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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

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### 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.

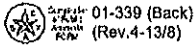
### 4.1.1 NICE Roles

- 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 **NICE Justice** SaaS Solution
- **NICE Justice** SMEs will be responsible for customer training
- NICE Services personnel will be responsible for ongoing maintenance and technical support

### 4.1.2 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 **NICE 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 3<sup>rd</sup> party vendors to provide NICE with needed access to Customer systems as defined in section 2.2.
- To distribute **NICE 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.).

# EXHIBIT A



## Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency <b>Hidalgo County (746000717)</b>	
Address (Street & number, P.O. Box or Route number) <b>100 E. Cano</b>	Phone (Area code and number) <b>(956)292-7609</b>
City, State, ZIP code <b>Edinburg, TX 78539</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **NICE Systems, Inc.**

Street address: **221 River Street, 10th Floor** City, State, ZIP code: **Hoboken, NJ 07030**

Description of items to be purchased or on the attached order or invoice:

Subscription to the NICE Justice SaaS Solution and non-recurring charge implementation Services from NICE for its digital investigation and evidence management software.

Purchaser claims this exemption for the following reason:

County Government

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

sign here	Purchaser 	Title Hidalgo County Purchasing Director	Date 9/10/2024
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**