

MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement ("**Agreement**") is entered into as of 5/24/22 ("**Effective Date**") by and between NICE Systems, Inc., with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("**NICE**"), and Yolo County District Attorney's Office, with an office at 301 2nd Street, Woodland CA 95695, ("**Customer**") (collectively, "Parties")

WHEREAS, NICE is an enterprise software company specializing in contact center software, telephone voice recording, data security, and surveillance, as well as systems that analyze recorded data;

WHEREAS, the Yolo County District Attorney's Office has a digital case management system called LawSuite;

WHEREAS, the District Attorney's Office wishes to contract with NICE to interface its software solution NICE Justice with LawSuite to provide digital transformation and streamline workflow in the evidence collection, evidence analysis and evidence sharing.

Now, therefore, the Parties agree as follows:

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

1.1 "**Affiliate**" means, when used with respect to NICE, any legal entity controlled by, controlling, or under common control with NICE, 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.

1.2 "**Confidential Information**" means with respect to either Party, any information disclosed by such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement, on or after the Effective Date of this Agreement, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information, including without limitation materials or information related to requests for proposal, quotes, or NICE's Software and Services. If the Receiving Party agrees to receive any personally identifiable information from the Disclosing Party, such information shall be considered Confidential Information of the Disclosing Party. Notwithstanding the foregoing, if the Parties entered into a confidentiality/non-disclosure agreement prior to the Effective Date, the information disclosed under such agreement shall be deemed to be Confidential Information hereunder.

1.3 "**Documentation**" means the applicable specifications and user documentation accompanying Software or Services.

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

1.5 "**Schedule**" means a document executed by the Parties and governed by this Agreement, (including any Exhibits and Appendices attached thereto), which details the Software or Services being purchased by Customer. Schedules will be numbered sequentially (e.g. Schedule 1, Schedule 2).

1.6 "**Service(s)**" means the consulting, installation, implementation, training, software-as-a-service or other services to be provided by NICE pursuant to this Agreement.

1.7 **“Software”** means software provided to Customer pursuant to a Schedule. All references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

1.8 **“Statement of Work”** or **“SOW”** means a document executed by the Parties pursuant to this Agreement, which describes, the Services to be provided by NICE. If the Parties agree, a Schedule may be used in lieu of a Statement of Work.

2. **Ordering Procedure.** The Parties agree that the Agreement governs transactions whereby Customer may procure Software and Services by the Parties entering a Schedule. Purchases of Services may also be evidenced by a SOW. In limited circumstances, NICE may, its sole discretion, accept a Customer purchase order for certain Services. Whether the order is by Schedule, SOW, or purchase order, the order must be executed by the body or official having contracting authority on behalf of Customer. Customer purchase orders, if any, are provided for Customer’s administrative purposes only. Any preprinted terms on Customer purchase orders will not add to, modify, or have any effect on the terms of this Agreement and are hereby rejected, unless accepted by NICE in writing.

3. **Invoicing, Payment Terms, and Taxes.**

3.1 Unless otherwise set forth in a Schedule, NICE shall invoice Customer: (a) for one hundred percent (100%) of the fees set forth in such Schedule upon execution; and (b) for any pre-approved expenses including reasonable out-of-pocket travel expenses monthly in arrears. Customer shall reimburse NICE for such expenses in accordance with the following:

Should travel be requested by the Customer, the Customer shall reimburse NICE for necessary travel expenses actually incurred in connection with providing services under this Agreement. Any reimbursement for lodging, meals, and incidentals shall be at rates not to exceed those established by the United States General Services Administration (Maximum Lodging Reimbursement and Meals and Incidentals). Mileage shall be reimbursed at the then-current standard mileage rate established by the United States Internal Revenue Service. Air travel shall be reimbursed by the Customer at the actual cost of air fare for coach class travel or equivalent only. Car rentals will be reimbursed by the Customer at the actual cost for a mid-sized or equivalent vehicle.

Customer shall pay to NICE all fees or other costs due hereunder in U.S. Dollars, and in full within thirty (30) days following Customer’s receipt of NICE’s invoice. With respect to any amount due to NICE which is not paid, or which has not been objected to by Customer in writing within 20 days of receipt of NICE’s invoice, within thirty (30) days following the date of Customer’s receipt of NICE’s invoice, NICE shall provide Customer written notice of such delinquency. If the amount due is not paid within 14 days of receipt of written notice, NICE may apply interest at an annualized rate of 7%, assessed from the date of notice 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 of Software or performance of Services until any amounts that are outstanding and past due are paid in full by Customer, at which time any amount due shall be prorated to match the time such Software or Services were made available to Customer.

3.2 Customer shall, in addition to the other amounts payable under this Agreement, bear and pay all sales and other taxes, federal, state or otherwise, however designated that are levied or imposed by reason of the transactions contemplated hereunder, but excluding taxes on NICE’s income. Without limiting the foregoing, if any such taxes are imposed upon and paid by NICE, Customer shall reimburse NICE within thirty (30) days of receipt of an invoice from NICE for such amount. If, at any time, Customer

claims that its purchase of Software or Services hereunder is exempt from any taxes, it shall be Customer's responsibility to provide NICE with the appropriate tax exemption certificate(s). In the absence of valid proof of exemption, NICE reserves the right to charge Customer for, and Customer agrees to pay, the applicable taxes.

4. **Warranty.**

4.1 Subject to any additional terms set forth in a Schedule, NICE warrants that the Software will operate substantially in accordance with the applicable Documentation during the ninety (90) day period beginning on the Activation Date or the applicable Subscription Term for any SaaS Solutions, whichever is longer. ("**Warranty Period**").

4.2 Should the Software fail to comply with the warranty set forth in Section 4.1 above during the Warranty Period, Customer's sole and exclusive remedy and NICE's sole obligation with respect to the Software shall be, in NICE's sole discretion, to repair or replace the Software at no additional charge to Customer; provided that if NICE is unable, after a reasonable number of attempts, to repair or replace an item of the Software covered by the warranty, Customer shall be entitled to receive a refund of the fees for the affected Software and terminate the applicable Schedule, SOW, or purchase order (the "**Refund Right**"). Customer shall exercise the Refund Right, if at all, by providing NICE with written notice of such election within thirty (30) days of NICE's failed attempt to repair or replace the Software ("**Refund Notice**"), and within thirty (30) days following its receipt of a Refund Notice from Customer, NICE shall refund to Customer all fees previously paid by Customer for the affected Software.

4.3 NICE warrants that all Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.

4.4 NICE DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, NICE'S EFFORTS OR ANY SOFTWARE OR SERVICES PROVIDED BY NICE WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES NICE WARRANT THAT THE OPERATION OF THE SOFTWARE OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY STATED IN A SCHEDULE, SOW, OR PURCHASE ORDER, OR AS OTHERWISE PROVIDED HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NICE TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED.

5. **License.**

5.1 The specific terms of the Software and Services use rights granted by NICE to Customer pursuant to this Agreement will be documented in one or more Schedules; provided that NICE will grant to Customer a non-exclusive, non-transferable, non-sublicensable, limited right to use the Software and Services for Customer's internal business purposes, including the Documentation, for the term set forth in the applicable Schedule.

5.2 No title or ownership of the Software, Services or Documentation shall be transferred to Customer by way of this Agreement or the applicable Schedule. Ownership of the Software, Services or Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times with NICE.

5.3 The Software, Services and Documentation contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights

not expressly granted to Customer herein are reserved to NICE. Customer shall not remove any proprietary notice of NICE from any copy of the Software or Documentation. Customer may make a reasonable number of copies of the Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by NICE. Customer may make one (1) back-up archival copy of the Software, provided Customer reproduces all confidentiality and proprietary notices on such copy.

5.4 Customer shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Software or Services or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Software or Services including to (i) build or create a competitive product or service, (ii) build or create a product or services using similar ideas, features, functions or graphics of the Software or Services, nor shall Customer attempt to create the source code from the object code for the Software; (c) use the Software on a service bureau basis; or (d) permit any third party to access the Software or Services except as expressly permitted herein (whereby a "third party" does not include another office, department, or division of the County of Yolo).

6. **Confidential Information.**

6.1 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and secure and shall use at least the same standard of care to protect the Disclosing Party's Confidential Information as the Receiving Party employs for the protection of its own proprietary information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party and shall not use or reproduce in any form the Disclosing Party's Confidential Information, except as required to exercise its rights and discharge its responsibilities set forth in this Agreement. The Receiving Party shall promptly notify the Disclosing Party in writing of any actual or suspected loss or unauthorized use, disclosure, or access of the Disclosing Party's Confidential Information of which it becomes aware, and take all steps necessary to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

6.2 The term "Confidential Information" does not include any information as to which the Receiving Party is able to demonstrate: (a) is, or after the date of disclosure under this Agreement becomes, generally available to the public other than as a result of any actions or omissions of the Receiving Party; (b) was already known by the Receiving Party prior to the time of disclosure under this Agreement; (c) was disclosed to the Receiving Party on a non-confidential basis by a third party that did not owe an obligation of confidentiality to the Disclosing Party; or (d) is developed by the Receiving Party, independently without use of or reference to the Disclosing Party's Confidential Information.

6.3 The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to its and its Affiliates' officers, directors, employees, professional advisors, or subcontractors (collectively, "**Representatives**") who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in this Agreement. Prior to such disclosure, the Receiving Party will inform such Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. Without limiting the effect of the previous sentences in this Section 6.3, the Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 6 and to prevent any unauthorized disclosure of the Disclosing Party's Confidential Information by any of them. The Receiving Party shall be responsible for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information.

6.4 Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to an order made pursuant to applicable law, regulation 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 order 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 all reasonable assistance, at the Disclosing Party's expense, in Disclosing Party's opposition to 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 required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party. NICE acknowledges that Customer is a public agency subject to the California Public Records Act ("**PRA**"). In the event NICE unsuccessfully opposes the disclosure of its Confidential Information in response to a PRA request, NICE shall be responsible for any costs and attorneys' fees awarded to the prevailing party.

6.5 Each Party acknowledges that the unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party will irreparably damage the Disclosing Party in such a way that adequate compensation could not be obtained from monetary damages alone in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Disclosing Party the right to seek injunctive relief restraining such unauthorized disclosure or use, without the necessity of proving actual damages, in addition to any other remedy otherwise available to the Disclosing Party.

6.6 Upon the written request of the Disclosing Party, the Receiving Party shall: (a) promptly return to the Disclosing Party such of its Confidential Information (and all copies thereof) as the Disclosing Party may request, or upon written request from the Disclosing Party, destroy such Confidential Information and provide the Disclosing Party with written certification of such destruction; and (b) cease all further use of such Confidential Information.

7. **Indemnification.**

7.1 NICE shall indemnify, defend, and hold harmless Customer from and against any loss, cost, expense, or liability ("**Losses**") resulting from or arising out of a claim brought by a third party ("**Third Party Claim**") against Customer to the extent that such Third Party Claim alleges the infringement of such third party's U.S. patent or copyright by the Software or Services. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customer and implemented by NICE at Customer's request; (b) the Software or Services being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by NICE in writing; (c) the modification to a Software or Services by any person or entity other than NICE; or (d) use of a Software or Services other than in accordance with its Documentation.

7.2 If a Third Party Claim for which Customer is entitled to be indemnified under Section 7.1 above has occurred, or in NICE's opinion is likely to occur, NICE shall, at NICE's expense, do one of the following: (a) procure for Customer the right to continue using the affected Software or Services; (b) replace with non-infringing alternates or modify the relevant Software or Services so that it becomes non-infringing but its functionality after modification is substantially equivalent; (c) accept the return of the affected Software, and refund to Customer the fees for the affected Software amortized by an equal annual amount over a three (3) year period beginning from the date of shipment of the affected Software; or

(d) cease providing the Services and refund any prepaid fees applicable to the period after the Services has ceased. The collective obligations of NICE pursuant to Section 7.1 and this Section 7.2 state the sole and exclusive liability of NICE, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

7.3 Promptly after Customer obtains knowledge of the existence or commencement of a Third Party Claim for which it is entitled to be indemnified under Section 7.1 above, Customer will notify NICE of such Third Party Claim in writing, provided, however, that any failure to give such notice will not waive any rights of Customer except to the extent that the rights of NICE are actually prejudiced or liability increased thereby. NICE will have exclusive control of the defense and settlement of such Third Party Claim; provided, however, that Customer may join in the defense and settlement of such Third Party Claim and employ counsel at its own expense, and will reasonably cooperate with NICE in the defense and settlement of such Third Party Claim. NICE may settle any Third Party Claim without Customer's written consent unless such settlement: (a) does not include a release of all covered claims pending against Customer; (b) contains an admission of liability or wrongdoing by Customer; or (c) imposes any obligations upon Customer other than an obligation to cease using any infringing items.

8. **Limitation of Liability.**

8.1 SUBJECT TO SECTION 8.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE UNDER THE SCHEDULE, PURCHASE ORDER, OR STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE.

8.2 The limitations in Section 8.1 above shall not apply to: (a) damages occasioned by the breach by either Party, including by their Representatives, of its obligations of confidentiality under Section 6 above; (b) NICE's indemnification obligations under Section 7 above; (c) Customer's indemnification obligations as may be set forth in a Schedule; (d) liability arising from any false or fraudulent claim by NICE; (e) damages occasioned by the gross negligence or willful misconduct of a Party; or (f) matters that cannot be excluded or limited by applicable law.

9. **Term and Termination.**

9.1 This Agreement shall commence on the Effective Date and continue for five (5) years after the Activation Date or until terminated in accordance with this Section 9 (the "**Initial Term**"). Customer may exercise an option to extend the Agreement for one (1) or more additional five (5) year extensions (each a "**Renewal Term**" and collectively the "**Term**"), by providing written notice to NICE. Unless otherwise provided herein or in a Schedule, the termination of this Agreement will not operate to terminate any existing Schedules or SOWs, and the terms of this Agreement shall continue to govern such Schedules and SOWs until completion or the earlier termination of such Schedules and SOWs in accordance with this Agreement.

9.2 **Termination**

9.2.1 For Default. Either Party may terminate this Agreement, a Schedule or a SOW for cause, upon written notice to the other Party setting forth the effective date of termination, if the other Party fails to cure a material breach of this Agreement, a Schedule or a SOW, respectively, within thirty (30) days after receiving such notice.

9.2.2 For Non-Appropriations. Unless otherwise set forth in a Schedule or SOW, Customer, by written advance notice, may elect to terminate or not to renew such Schedule or SOW in the event that sufficient appropriation of funds from any source (whether a federal, state, or County) are not made. 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. NICE will not be compensated for any other costs in connection with a non-renewal for non-appropriation in accordance with this section 9.2.2. NICE will not be entitled to recover any damages in connection with a non-renewal for non-appropriation in accordance with this section 9.2.2, including, but not limited to, lost profits.

9.2.3 This Agreement will terminate, effective upon delivery of written notice by either Party to the other Party: (a) upon the institution of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debts of the other Party; (b) upon the making of an assignment for the benefit of creditors by the other Party; or (c) upon the dissolution of the other Party.

9.2.4 Any provision of this Agreement, a Schedule or a SOW that contemplates performance or observance subsequent to the termination of such Schedule or SOW and any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement, a Schedule or a SOW shall survive its termination.

9.2.5 Rights Cumulative. The rights and remedies of Customer provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement, except as specifically proved herein.

10. **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 Sections 10(a) through 10(c) may also be delivered by facsimile transmission or electronic mail, and will be deemed given upon acknowledgement of receipt of facsimile transmission or upon personal electronic reply acknowledging receipt, whichever is applicable. Notices will be sent to the addresses below or to such other address as either Party may specify in writing:

To NICE:

NICE Systems, Inc.

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

Fax: (551) 256-5252

Email: americaslegal@nice.com

Attention: Legal Department

To Customer:

Yolo County District Attorney's Office
Address: 301 2nd Street, Woodland CA 95695
Fax: (530) 666-8423
Email: nikki.abaurrea@yolocounty.org
Attention: Nikki Abaurrea

11. **General Provisions.**

11.1 Neither Party shall 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 of NICE.

11.2 NICE has existing arrangements with certain technology service providers ("**Augmented Resource(s)**"). Augmented Resources provide NICE with the ability to supplement its employee workforce providing Services to NICE's customers. Notwithstanding anything to the contrary contained in Section 11.1 above or in a Schedule, Customer acknowledges and agrees that NICE may use a combination of its employees and Augmented Resources to assist NICE with the delivery of certain Services under this Agreement. NICE will remain responsible to Customer for the performance and conduct of such Augmented Resources.

11.3 It is expressly agreed that the Parties are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. This Agreement shall 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.

11.4 Upon reasonable prior written notice to Customer, NICE shall have the right to verify that: (a) Customer is in compliance with the licensing terms of this Agreement and any Schedule; and (b) the quantity of Software licenses or Services in use by Customer is consistent with the quantity of Software licenses or Services previously purchased by Customer ("**Compliance Verification(s)**"). Compliance Verifications shall be conducted using a NICE Software script ("**Script**"). For on premise Software, NICE will provide Customer with the Script to execute on the system(s) where the Software is in use. Unless otherwise agreed by the Parties in writing, Customer agrees to provide NICE with the results report of the Script within ten (10) days following Customer's receipt of the Script. For Software hosted by NICE (including Software-as-a-Service offerings), NICE will execute the Script. If a Compliance Verification results report reveals that Customer's use of the Software or Services is in excess of the Software or Services purchased, NICE shall provide Customer with written notice of the exceedance. Customer shall have 7 days from receipt of the notice to cure the exceedance or inform NICE of its intent to increase the number of Software licenses. If Customer informs NICE of its intent to increase the number of Software licenses, the Parties shall amend the applicable Schedule or SOW and NICE shall invoice Customer for the increase of licenses at NICE's list price for the Software or Services, as applicable, in effect at the time the Compliance Verification is completed. Customer shall, within ten (10) days after the date of Customer's receipt of NICE's invoice, make payment to NICE for such additional Software or Services.

11.5 Not Used

11.6 Neither Party shall be deemed to 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, 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 undertaking 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.

11.7 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 shall not 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 shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

11.8 All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

11.9 Each Party shall perform its obligations in a manner that complies with all applicable laws and regulations, compliance with which is required of such Party or for which such Party is responsible hereunder.

11.10 The Software may be subject to export laws and regulations of the U.S. and other jurisdictions, and Customer shall comply with all applicable export and import control laws and regulations. Customer shall not permit access to, or use of, the Software by a person or in a country embargoed by, or in violation of, any applicable export laws or regulation.

11.11 No provision of this Agreement shall be deemed waived and no breach shall be 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, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

11.12 The laws of California shall govern this Agreement. All litigation arising under this Agreement shall be litigated only in a non-jury hearing in the state and federal courts of California. 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.

11.13 In the event of any conflict or inconsistency between the terms of: (a) this Agreement and any Schedule or SOW, the terms of the Agreement shall prevail, and (b) any Schedule and any SOW, the terms of the Schedule shall prevail; except to the extent that: (i) a Schedule or SOW specifically states that specified terms in the Schedule or SOW supersede specified terms of the Agreement, in which case such superseding terms will apply only to that Schedule or SOW, or (ii) a SOW specifically states that specified terms in that SOW supersede specified terms of the applicable Schedule, in which case such superseding terms will apply only to that SOW.

11.14 Following the Effective Date, NICE shall have the right to issue a press release regarding its relationship with Customer (the "**Press Release**"). Customer agrees to contribute a quote from a Customer employee involved with the relationship with NICE to be used in the Press Release. NICE shall 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 shall provide NICE with any proposed changes to the Press Release. Notwithstanding anything to the contrary contained herein, NICE agrees that it will not make, issue, or release any public statement (including the Press Release), announcement, or acknowledgement of the existence of, or reveal the status of, the Agreement or the terms or transactions provided for herein, without first obtaining the written consent of Customer.

11.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall 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, which shall have the same effect as original signatures.

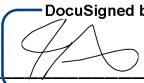
11.16 This Agreement, any Schedules (including any Exhibits and Appendices thereto) or SOWs executed hereunder represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede any other agreement or understanding, written or oral, that the 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, shall be 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 modifications or amendments shall not require additional consideration to be effective.

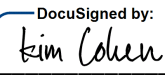
The following Schedules, Exhibits and Appendices are hereby attached hereto and made a part of this Agreement:

- Schedule No. 1 (SaaS Solution)
- Exhibit A to Schedule No. 1 (Cloud Terms)
- Appendix 1 to Exhibit A to the SaaS Solution Schedule No. 1 (Cloud Support Terms)
- Appendix 2 to Exhibit A to the SaaS Solution Schedule No. 1 (SOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

NICE Systems, Inc.

DocuSigned by:

 By: _____
 Name: John Rennie
 Title: General Manager, Public Safety
 Date: May 13, 2022

DocuSigned by:

 By: _____
 Name: Kim Cohen
 Title: Director, Finance
 Date: May 13, 2022

COUNTY OF YOLO

By _____
 Angel Barajas, Chair
 Board of Supervisors

Attest:
 Julie Dachtler, Senior Deputy Clerk
 Board of Supervisors

By _____
 (Seal)

Approved as to Form:

 Eric May, Senior Deputy County Counsel

Schedule No. 1
OP-00393908
(SaaS Solution)

This Schedule No. 1 (“**Schedule**”) dated 5/24/22 (“**Schedule Effective Date**”), is entered into by and between NICE Systems, Inc. (“**NICE**”) and Yolo County District Attorney (“**Customer**”), subject to the terms of the Master Relationship Agreement dated 5/24/22 (“**Agreement**”). Exhibit A attached to this Schedule 1 is incorporated herein by reference.

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 Storage

Storage included	Year 1	Year 2	Year 3	Year 4	Year 5
TB Hot (at end of year)	10	10	10	10	10
TB Archive (at end of year)	0	10	20	30	40
Cumulative Storage	10	20	30	40	50

Additional storage required for the NICE Justice SaaS Solution beyond what is included per annum as set forth in Section 1.2 above will be charged at the rate of Seven Hundred Twenty Dollars (\$720) per TB per annum for Hot storage and Seventy-Two Dollars (\$72) per TB per annum for archive storage.

1.3 Additional Services

SaaS fee includes 500 hours per year of transcription service. Additional transcription hours required for the NICE Justice SaaS Solution beyond what is included per annum will be charged at the rate of \$1,000 per 100 hours.

SaaS fee includes up to 10,000 cases created per annum.

SaaS fee includes up to 50,000 cumulative cases. Additional cumulative cases required for the NICE Justice SaaS Solution beyond what is included will be charged at the rate of \$10,000 per 5,000 cases per annum.

2. 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.

3. **Initial Subscription Term.** 60 months beginning on the Activation Date.

4. **Invoicing.** In no event shall the total amount due under this Schedule exceed Nine Hundred Eight Thousand Six Hundred Seventy Three Dollars (\$908,673) for the Justice SaaS Solution Initial Subscription Term, and Fifty-One Thousand Dollars (\$51,000) for the Implementation Service Fees, to be invoiced as follows, subject to Section 3 of the Agreement. NICE shall issue an invoice for the Implementation Service Fees upon execution of the Agreement. The first year commences at the Activation Date, and each successive year commences on the respective anniversary of the Activation Date.

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	
Implementation Services Fees	51,000					Schedule Effective Date
NICE Justice Cloud Service Storage Fees	\$3,900	\$7,533	\$8,179	\$8,867	\$9,594	Activation Date, and upon each anniversary accordingly
NICE Justice Cloud Service Initial Subscription Term Fees	\$149,120	\$149,120	\$149,120	\$149,120	\$149,120	Activation Date, and upon each anniversary accordingly
Additional Services – Cost above Initial Subscription Fees	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	Additional hours of transcriptions and additional storage/file cost above initial subscription fee (unknown cost due to the unpredictable nature of the criminal justice process)
Total Cost	229,020	181,653	182,299	182,987	183,714	

5. **Bill To/Ship To.**

Bill To:

Customer Name: Yolo County District Attorney
 Customer Address 1: 301 2nd Street
 Woodland CA 95695
 Attention: Nikki Abaurrea


Ship To:

Customer Name: Yolo County DA
 Customer Address 1: 301 2nd Street,
 Woodland CA 95695
 Email Address: mike.works@yolocounty.org

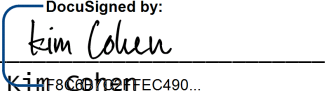
5. **Exhibits.** Exhibit A to this Schedule [describe what it does].

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

NICE Systems, Inc.

By: _____
 Name: _____


Title: General Manager, Public Safety
Date: May 13, 2022

By: 
Name: Kim Cohen
Title: Director, Finance
Date: May 13, 2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
(Seal)

Approved as to Form:

Eric May, Senior Deputy County Counsel

Exhibit A to Schedule 1
(Investigate SaaS Solution)

This Exhibit, attached to Schedule 1 of the Master Relationship Agreement by and between NICE Systems Inc., and **County of Yolo District Attorney** ("**Agreement**"), governs Customer's purchase of the Investigate SaaS Solution provided by NICE.

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

1.1 "**Content**" means the data, as provided by Customer, required for the performance of the SaaS Solution.

1.2 "**Activation Date**" means the date corresponding to the earlier of: (a) the date of NICE's notice to Customer that the SaaS Solution are accessible to the Customer; or (b) the date of Customer's use of the SaaS Solution in Production.

1.3 "**Hosting Environment**" means the infrastructure, technology, and operating environment provided by NICE for hosting the Content.

1.4 "**Resulting Information**" means data created by, or resulting from, the use of the SaaS Solution, including analyses, statistics, reports, and aggregations derived from the Content (but not including the Content), all of which shall be considered NICE Confidential Information. For the avoidance of doubt, the term Resulting Information does not include personally identifiable information, such that there is no reasonable basis on which any individual, or Customer itself, could be identified by the Resulting Information.

1.5 "**SaaS Solution**" means a subscription based Service, as further described in Appendix 1 attached to this Exhibit, enabling Customer to connect to Software in the Hosting Environment (also known as software-as-a-service or SaaS).

2. **Ownership Rights.**

2.1 **By NICE.** As between NICE and Customer, NICE has sole ownership of all intellectual property rights in and to: (a) the SaaS Solution and Documentation; (b) the trademarks, service marks, and trade names associated with the SaaS Solution; (c) Resulting Information; and (d) all other NICE supplied material developed for use in connection with the SaaS Solution generally, exclusive of the Content.

2.2 **By Customer.** As between NICE and Customer, Customer has sole ownership of the Content, including all intellectual property rights related thereto. During the Subscription Term, Customer grants to NICE a limited, non-exclusive, non-sub licensable, non-transferable license to use, copy, store and display the Content to provide the SaaS Solution to Customer, and for the purpose of improving and enhancing the overall user experience of the SaaS Solution. NICE shall have the right to use or incorporate into the SaaS Solution any suggestions, enhancement requests, recommendations or other feedback provided by Customer. Customer acknowledges and consents that NICE may share the Content with its Affiliates. NICE reserves the right to use Content to investigate and help address or prevent actual or potential unlawful activity. NICE will not sell, rent, or lease Content to others. Upon the receipt of an enforceable subpoena from a government agency, law enforcement agency, court or as otherwise required by law, NICE may disclose Content. NICE acknowledges that some of the Content may constitute "local summary criminal history information" under California Penal Code § 13300 and will not disclose Content to any person who is not authorized to receive such Content.

2.3 **Restrictions.** Customer is solely responsible for monitoring its use of the SaaS Solution for possible unlawful or fraudulent usage, and shall notify NICE immediately if it becomes aware or has reason to believe that the SaaS Solution are being fraudulently used. Customer acknowledges and agrees that its failure to notify NICE may result in the suspension or cancellation of Customer's right to use and access the SaaS Solution. Customer shall not: (a) use the SaaS Solution on a service bureau basis; or (b) create any unauthorized Internet "links" to the SaaS Solution or "frame" or "mirror" any content of the SaaS Solution on any other server or wireless or Internet-based device.

3. **Invoicing.** Unless otherwise set forth in a Schedule, NICE shall invoice Customer:

3.1 For the SaaS Solution: (a) for the SaaS Solution during the Subscription Term, as well as for any added SaaS Solution component, upon the corresponding Activation Date(s) and each anniversary thereafter; and (b) for the SaaS Solution to be provided during each Renewal Term (as defined below), on an annual basis on the effective date of the applicable Renewal Term and each anniversary thereafter.

3.2 For professional Services; Monthly in arrears for professional Services provided on a time and material basis, and upon completion for professional Services provided on a fixed price basis.

4. **Warranty.**

4.1 **NICE Warranties.** In addition to any warranties expressly provided in the Agreement, during the Subscription Term, NICE warrants to Customer that: (a) NICE is the owner or authorized distributor of, and has the right to supply, the SaaS Solution and Documentation; and (b) the SaaS Solution do not contain any virus, Trojan horse, or other similar code knowingly introduced by NICE.

4.2 **Remedies.** Customer's sole and exclusive remedies for NICE's breach of the warranties in Section 4.1 above are as follows: (a) for a breach of the warranty in Section 4.1(a), the indemnity in Section 7 of the Agreement; and (b) for a breach of the warranty in Section 4.1(b), the prompt removal by NICE of any such virus or disabling code at NICE's sole cost and expense.

4.3 **Customer Warranties.** Customer warrants to NICE 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 SaaS Solution at all times complies with the terms of this Schedule; (c) Customer shall not use the facilities or capabilities of the SaaS Solution to conduct any illegal activity, solicit the performance of any illegal activity, or engage in any other activity which infringes upon the rights of NICE or any third party; and (d) the use by Customer of the SaaS Solution and the Content shall be in compliance with all applicable laws, rules and regulations. If Customer breaches any of the warranties contained in this Section, NICE may, in addition to any other rights it may have in law or equity, exercise its right to suspend Customer's access to the SaaS Solution in accordance with Section 5.3 below.

4.4 **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NICE DOES NOT, AND CANNOT, CONTROL THE FLOW OF DATA TO OR FROM CUSTOMER'S INTERNET HOSTS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS DURING WHICH CUSTOMER'S CONNECTION TO THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH NICE WILL USE REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NICE DOES NOT GUARANTEE THAT SUCH DISRUPTIONS OR IMPAIRMENTS WILL NOT OCCUR. ACCORDINGLY, NICE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

5. **Subscription Term.**

5.1 **Subscription Term.** The initial term of the SaaS Solution shall commence on the Activation Date and shall continue for the length of time set forth in the Schedule ("**Initial Subscription Term**"). Customer shall have the option, with thirty (30) days' advance written notice, to renew the term for additional periods of time equal no longer than the then-currently expiring term (each a "**Renewal Term(s)**") and, together with the Initial Subscription Term, the "**Subscription Term**") at NICE's then-current fees.

5.2 Additional SaaS Solution components purchased during a Subscription Term must be approved by Customer in writing, as authorized by the officer or body with the appropriate approval authority, and shall be subject to this Schedule on the corresponding Activation Dates. Customer will be responsible for any additional fees associated with any added SaaS Solution components, which may include SaaS Solution fees and professional Services fees. The Subscription Term for additional SaaS Solution components will be co-terminous with the SaaS Solution.

5.3 NICE may suspend, disable or cancel Customer's access to the SaaS Solution under this Schedule subject to the following:

(a) If any amounts, which are not the subject of a good faith dispute, remain unpaid for 14 days after County's receipt of NICE's notice of delinquency, NICE may, at its option, suspend Customer's access to the SaaS Solution (including any maintenance Services) or any professional Services then being performed for Customer until such time as such past-due amounts are paid.

(b) If NICE becomes aware, or has a good-faith reason to believe, that Customer is using the SaaS Solution in a manner that violates applicable laws, it will endeavor to notify Customer of the activity, but may, without liability to Customer, suspend the SaaS Solution.

(c) Customer is solely responsible to monitor Customer's use of the SaaS Solution for possible unlawful or fraudulent usage, and shall notify NICE immediately if it becomes aware or has reason to believe that the SaaS Solution are being stolen or fraudulently used. Customer acknowledges and agrees that its failure to notify NICE of unlawful or fraudulent usage identified by Customer's monitoring of Customer's use of the SaaS Solution may result in the suspension or termination of the SaaS Solution.

5.5 Upon termination of this Schedule, the Agreement or termination or expiration of the Subscription Term: (a) all rights granted hereunder shall immediately terminate, except as otherwise provided, and Customer shall have no right to continue to access or use the SaaS Solution and Documentation; and (b) Customer shall pay all undisputed outstanding amounts due associated with Customer's account.

5.6 The SaaS Solution are non-cancelable by Customer, except with respect to an uncured material breach by NICE in accordance with Section 9 of the Agreement or as otherwise provided herein or in the Agreement. Except upon material breach by NICE, non-appropriation by County, or termination authorized under the Agreement, if Customer elects to cease using the SaaS Solution during the Subscription Term, Customer shall continue to be liable for up to one (1) year's worth of payment of the SaaS Solution fees and is not be entitled to any refund of any pre-paid SaaS Solution fees, except as otherwise provided.

Appendix 1 to Exhibit A to the SaaS Solution Schedule

1. **Definitions.** For purposes of this Appendix, the words below shall have the following meanings:

“Availability” means the monthly availability of the SaaS Solution in Production multiplied by the applicable service levels set forth in this Appendix during the Hours of Applicability less any Excusable Downtime.

“Excusable Downtime” means and includes: (a) maintenance Services performed during the Maintenance Windows, as defined in this Appendix; (b) unscheduled maintenance Services performed up to eight (8) hours per month; (c) any time spent by NICE in its performance of any additional Services requested by Customer pursuant to Section 5 of this Appendix; or (d) Customer-caused outages or disruptions; (e) outages caused by: (i) software or hardware not provided or controlled by NICE, (ii) disruptions attributable to Force Majeure Events, or (iii) configuration changes not made by NICE.

“Extended Hours” means twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

“Production” means an operational environment used for the purpose of handling live data.

“Standard Hours” means Monday through Friday 8AM to 5PM Pacific Time.

2. **General.** NICE shall maintain one (1) Production instance of the SaaS Solution during the Hours of Applicability to meet the service levels. NICE shall provide the necessary technical infrastructure, and maintenance Services to deliver the SaaS Solution.

3. **Customer Duties.**

3.1 Customer shall appoint two (2) individuals who have completed the NICE training in the operation and use of the SaaS Solution (**“Designated Contact(s)”**). The Designated Contacts shall initiate a request for technical assistance (**“Case(s)”**) through the Internet link <http://wiser.nice.com>, or by calling (800) 642-3611 and shall act as NICE’s primary point of contact regarding Cases. Prior to initiating a Case, the Designated Contact shall use reasonable efforts to attempt to diagnose and resolve the particular issue.

3.2 Customer shall supply all Content for the SaaS Solution in the “server-ready” format designated by NICE. NICE is not responsible for validating the Content for accuracy, correctness or usability.

3.3 Customer is responsible for the confidentiality, security, use and unauthorized disclosures, if any, of the login IDs by its employees. A login ID or password may be terminated by Customer or by NICE upon evidence of possible improper use.

4. **Releases.** New releases of the SaaS Solution shall be provided to Customer if and when they are commercially available. For the avoidance of any doubt, the fees for professional Services required to implement a new release of the SaaS Solution are not included in the fees for the SaaS Solution.

5. **Other Services.** Any Services (including professional Services) that are not specifically included in the SaaS Solution shall be at an additional cost to Customer, pursuant to a separate Statement of Work.

6. **Service Levels.**

6.1. Incidents affecting the SaaS Solution shall be classified in accordance with the following:

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

*Reserved for the Production SaaS Solution only.

6.2 NICE's initial response to a Case will be as follows:

Severity	Target Response Times
1	60 minutes
2	120 minutes during Customer's business day
3	Next business day
4	Next business day

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

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

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

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

[End of SaaS Solution Exhibit]

Appendix 2 to Exhibit A to the SaaS Solution Schedule 1

Statement of Work

Contract Reference

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

1 Overview

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

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

Integrations for data ingestion include: Yolo County District Attorney's Case Management System (LawSuite) and Yolo County District Attorney's Civil shared network drive (V Drive).

Recommended user creation via Active Directory sync.

2 Overview

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

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

2.1 Technical Overview

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

Connections are made to Customer's data sources through a Data Source Gateway(s) (DSG) deployed within the Customer Infrastructure, via a secure encrypted link to the Justice SaaS Solution instance deployed within the MS Azure Government data 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 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.

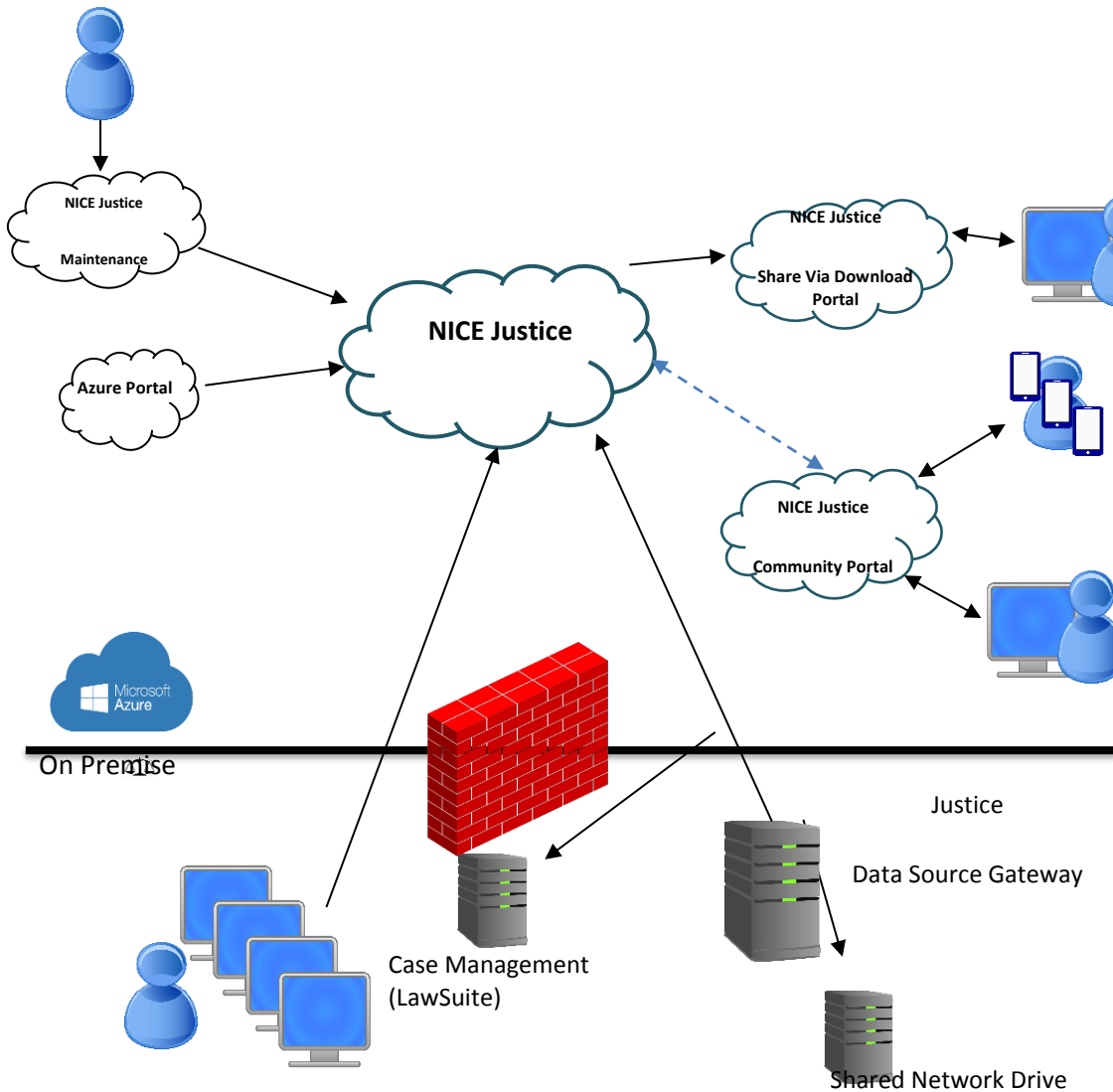


Figure 1 – High level architecture

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 Schedule No. 1.

2.1.4 Data Source Gateway (DSG) Specification Requirements

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

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

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

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

2.1.5 External Connections Requirements

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

Table 1: Network port requirements for DSG and client workstations

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

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

External HTTPS connections use FIPS 140-2 security algorithms.

No incoming connections are required from the internet.

2.1.6 Internal Connections Requirements

The DSGs connect to the data sources for indexing and collection of evidential data using standard network connections. These connections are made via standard TCP ports.

Defined DSG network port requirements to connect to data sources will be determined during the detailed technical design phase.

2.1.7 DSG Maintenance and Connections

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

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

2.1.8 Client Connections

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

The NICE Data Source Gateway (DSG) is installed on the Customer network and provides the secure connection point between local data sources, (e.g. Case Management, etc.), and the Justice SaaS Solution. It uses a selection of custom integrations, called “DSG connectors”, for searching and retrieval of the meta data and media from each individual data source.

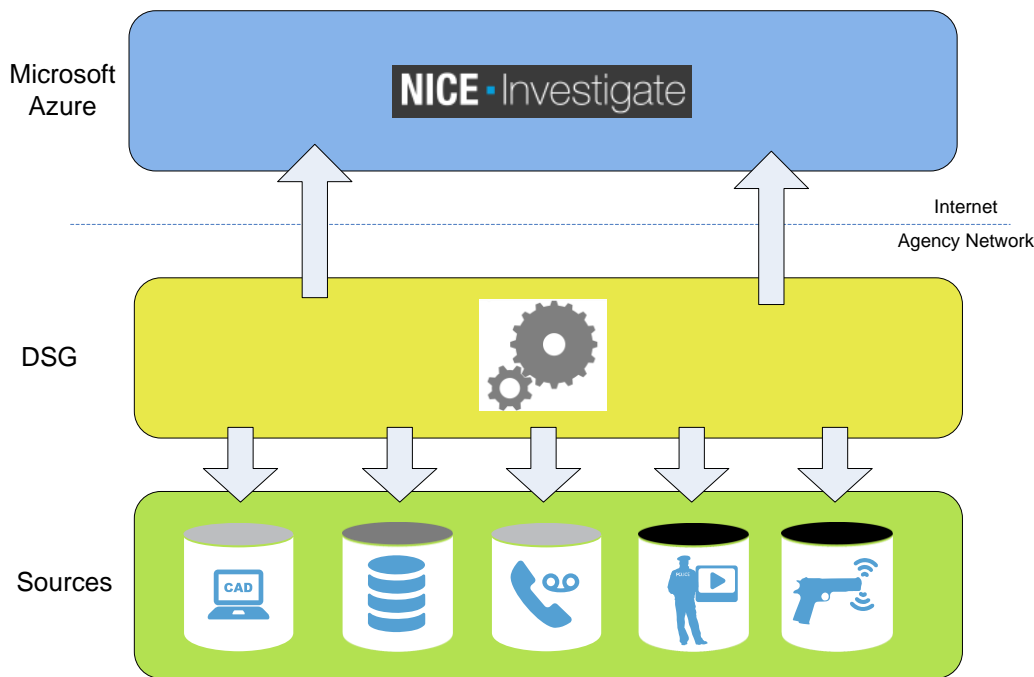


Figure 1 – High Level Architecture Overview

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

2.1.9 Bandwidth requirements

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

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

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

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

Typical examples of bandwidth requirement are provided below.

Assumptions

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

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

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

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

180 days historic ingest (over 4 weeks).

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

The DSG will upload at the available network speed.

Steady State indexing

Average rate:

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

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.

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

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

2.1.10.2 Virus check

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

2.1.10.3 Data Storage

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

2.1.10.4 Data transport

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

2.2 Integrations

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

Nice will consider the **NICE** Justice SaaS Solution to be accessible to the Customer once the integration to the Yolo County DA'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 Yolo County DA's Case Management System

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

The NICE Integration will provide:

- The ability for the **NICE** Justice SaaS Solution to create a digital case folder based on the creation of a case folder in Case Management.
- The ability for NICE to extract key case related information such as case ID, plaintiff and defendant details, case status information, related court assignments and details, etc and populate key information in the Justice case folder.
- The ability (if available via API or other mechanism) for the **NICE** Justice SaaS Solution to write back to Case Management the URL of the case folder once created; and
- The ability to search all key information pulled from the Case Management system from within the Justice SaaS Solution.

2.2.2 Yolo County DA's Shared Network Drive

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

2.2.3 Active Directory (#1)

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

(a) 2.2.4 Active Directory (#2)

The customer may elect to allow active directory integration to one of their law enforcement agencies in the County for use of the Upload portal. This will be an integration to a to be determined by Customer to an agency's local or Azure active directory service using Federated services. This integration will enable an agency's law enforcement users of the **NICE** Justice SaaS Upload Solution to authenticate using their active directory credentials.

2.3 Archive & Retention Rules

Customer defined archive and retention rules can be established based on any metadata characteristic or a combination of characteristics of an evidence item. Each evidence item uploaded to the NICE Justice SaaS Solution will be assigned a retention category and managed by the Justice SaaS Solution based on the retention rules implemented. Currently, an assumption has been made that cases remain in hot storage for 12 months before moving to cold/archive and after an average period of 5 years, cases can qualify to be removed from the system.

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

2.4 Resilience and Redundancy

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

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

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

2.5 Training

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

Training will be delivered in the following formats:

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

2.6 Customer Deployment

To deliver a quality deployment, NICE Project Management uses a five-step delivery approach: Initiation, Planning, Execution (includes training), Closure and Customer Rollout. The cost for these five phases is reflected in the Implementation Services Fees paid by Customer. NICE agrees that the Implementation Services Fees shall be the sole compensation for the completion of the five phases and the deliverables identified herein.

2.6.1 Initiation Phase

Objective - to review the objectives, design and scope of the solution as sold to ensure all parties are on the same page

Deliverables

- Identify key project stakeholders
- Review of high-level project plan
- Review of connector capability requirements including all the associated APIs and database access requirements
- Review of site readiness prerequisites such as technical infrastructure, remote access needs

2.6.2 Planning Phase

Objective – to gather detailed requirements for connector development and solution deployment

Deliverables

- Detailed discovery session to include
 - Security
 - Access Control needs
 - DSG vm and bandwidth requirements

- Detailed DSG requirements documents
 - Planning sessions with sessions with database SMEs
- Detailed project plan with timelines for execution
- Defined and documented Justice Access Control policy
- Defined and documented Evidence Storage Retention policy
- Documented Customer Training Plan

2.6.3 Execution Phase

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

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

2.6.4 Closure and Customer Rollout

Objective - the NICE Justice SaaS Solution will be accessible by Customer.

The following criteria will be used to determine readiness for transition to customer rollout.

- Customer users can logon and access the data within the Justice SaaS Solution that they have been given permission to access.
- Public users (Public and businesses) are able to provide data via the Justice SaaS Solution Community Portal interface.
- External users can access shared information via the Share via Download Portal
- Testing proves that the NICE Justice SaaS Solution is successfully indexing the defined data sources as stated in Section 2.2.

3 Roles and Responsibilities

3.1 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.

3.1.1 NICE Roles

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

3.2 Customer Obligations

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

