

**Amendment 1 to Schedule No. 1
(OPP 393908)**

The following Amendment 1 to Schedule No. 1 ("**Amendment**") dated February 27, 2024 ("**Amendment Effective Date**") is entered by and between County of Yolo ("**Customer**"), and NICE Systems, Inc. doing business as NICE ("**NICE**"), and is subject to the terms of the Master Relationship Agreement dated as of May 24, 2022 ("**Agreement**"). Unless specifically stated herein, any capitalized terms used in this Amendment shall have the same meaning as is assigned to it in the Agreement.

WHEREAS, Nice and Customer previously entered into Schedule No. 1 dated as of May 24, 2022 ("**Schedule No. 1**").

WHEREAS, NICE and Customer have mutually determined to amend Schedule No. 1 pursuant to this Amendment.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Section 1.2 ("**Storage**") is amended by deleting the Table in the Section and replacing with the following:

Storage included	Year 1
TB Hot (at end of year)	10
TB Archive (at end of year)	0
Cumulative Storage	10

2. A new Section 1.4 ("**NICE Justice SaaS Fees**") is hereby inserted as follows:

1.4 **NICE Justice SaaS Fees**. NICE Justice SaaS fee includes:

- Unlimited storage for all digital evidence
- Unlimited transcription for all video/audio
- Evidence redaction tools

Number of Cases by End of Year	Year 2	Year 3	Year 4	Year 5
Case Import (Active)	10,000			
Case Import (Archive)	0			
Active Cases	10,000	10,000	10,000	10,000
Archived Cases	10,000	20,000	30,000	40,000
Deleted Cases	-	-	-	-
Total Managed Cases	20,000	30,000	40,000	50,000

- Pricing includes 10,000 New Active Cases created per year.
- Additional Active Cases will be charged at \$12 per case/year.
- Any Inactive Case above the cumulative total will be charged at \$3 per case/per year.
- Any Inactive Case returned to active status will be considered to remain in the active state for a minimum of 12 months.
- Pricing and case quantities were based on cases remaining active for 12 months (average).

3. Section 4 ("**Invoicing**") is hereby replaced with the following:

4. **Invoicing**. In no event shall the total amount due under this Schedule exceed Six Hundred Eighty-Five Thousand and Twenty Dollars (\$685,020) for the Justice SaaS Solution Initial Subscription Term (Years 1 through 5), 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 of the Initial Subscription Term commences at the Activation Date, and each successive year commences on the respective anniversary of the Activation Date. The invoice for the first year shall be issued on the Activation Date, and successive years shall be issued on each respective anniversary of the Activation Date."

The fees for Setup and Year 1 of the Subscription Term shall be as follows:

Fee Type	Fees
	Year 1
Implementation Services Fees	51,000
NICE Justice Cloud Service Storage Fees	\$3,900
NICE Justice Cloud Service Initial Subscription Term Fees	\$149,120
Additional Services – Cost above Initial Subscription Fees	\$25,000
Total Cost	229,020

The fees for Years 2-5 of the Initial Subscription Term shall be as follows:

Fee Type	Initial Subscription Term – Years 2 - 5			
	Fees Year 2	Fees Year 3	Fees Year 4	Fees Year 5
NICE Justice Cloud Service Initial Subscription Term Fees	\$99,750	\$117,750	\$135,750	\$153,750
Invoice Date	12/19/2023	12/19/2024	12/19/2025	12/19/2026

Except as expressly set forth above, all other terms and conditions of Schedule No.1 as amended are unmodified and remain in full force and effect.

AS WITNESS whereof the parties hereto have caused this Amendment to be duly executed on their behalf effective as of the Amendment Effective Date.

{Signature page follows}

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AMENDMENT, INCLUDING ANY ATTACHED SCHEDULES HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

County of Yolo

Sign: _____

Name: Lucas Frerichs,

Title: Chair Board of Supervisors

Date: ____/____/____

Attest

By _____

Name: Julie Dachtler

Title: Senior Deputy Clerk Board of Supervisors

Approved as to Form:

By 

Name: Eric May

Date: Senior Deputy County Counsel

NICE Systems, Inc.

DocuSigned by:

D4212C6E49A04B1
Sign: _____
John Rennie

Name: _____

Title: General Manager, Public Safety and

Date: Feb 6, 2024

DocuSigned by:

9B18BA4F7E3349E
Sign: _____
Ashley Goodwin

Name: _____

Title: -VP Finance

Date: Feb 6, 2024