Dane County Contract Cover Sheet

Revised 01/2024

Res 272
significant

Dept./Division	District Attorney/Criminal & Traffic Adult Unit
Vendor Name	NICE Systems, Inc **MUNIS #** 14838
Brief Contract Title/Description	NICE Justice (Digital Evidence Management System)
Contract Term	12/21/2024 through 5/1/2026
Contract Amount	$123,719.00

Contract #
Admin will assign   15681

Type of Contract

■	**Dane County Contract**
☐	**Intergovernmental**
☐	**County Lessee**
☐	**County Lessor**
☐	**Purchase of Property**
☐	**Property Sale**
☐	**Grant**
☐	**Other**

Department Contact Information

Name	Amanda Nehmer
Phone #	608-267-8882
Email	amanda.nehmer@da.wi.gov
Purchasing Officer	Megan Rogan

Vendor Contact Information

Name	Spencer Anderson
Phone #	801-710-8100
Email	spencer.anderson@nice.com

Purchasing Authority

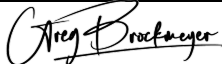|	
☐	**$13,000 or under – Best Judgment** (1 quote required)
☐	**Between $13,000 – $44,000 ($0 – $25,000 Public Works)** (3 quotes required)
☐	**Over $44,000 ($25,000 Public Works)** (Formal RFB/RFP required) **RFB/RFP #**
☐	**Bid Waiver – $44,000 or under** ($25,000 or under Public Works)
■	**Bid Waiver – Over $44,000** (N/A to Public Works)
☐	**N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**

MUNIS Req.

		Org: DACTA	Obj: 30261	Proj:	$ 123,719.00
Req #	873	Org:	Obj:	Proj:	$
Year	2025	Org:	Obj:	Proj:	$

Budget Amendment

☐ A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution

Required if contract exceeds $100,000

☐ Contract does not exceed $100,000	
■ Contract exceeds $100,000 – resolution required.	**Res #** RES-272
■ A copy of the Resolution is attached to the contract cover sheet.	**Year** 2024

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☐ No modifications.	■ Modifications and reviewed by: David Gault (Corp Counsel) & Josh Cotillier (Risk Management)	☐ Non-standard Contract

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APPROVAL

Dept. Head / Authorized Designee

Ismael R. Ozanne   Digitally signed by Ismael R. Ozanne
Date: 2024.11.18 17:37:57 -06'00'

APPROVAL – Contracts Exceeding $100,000

Director of Administration	**Corporation Counsel**
Greg Brockmeyer	*David Gault*

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA: **Date In:** 12/23/24   **Date Out:** _____   ☒ Controller, Purchasing, Corp Counsel, Risk Management

From:	Goldade, Michelle
Sent:	Friday, January 3, 2025 12:55 PM
To:	Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc:	Stavn, Stephanie; Oby, Joe
Subject:	Contract #15681
Attachments:	15681.pdf

Tracking:	**Recipient**	**Read**	**Response**
	Hicklin, Charles	Read: 1/3/2025 1:29 PM	Approve: 1/3/2025 1:29 PM
	Rogan, Megan	Read: 1/3/2025 12:56 PM	Approve: 1/3/2025 12:57 PM
	Gault, David	Read: 1/3/2025 1:31 PM	Approve: 1/3/2025 1:36 PM
	Cotillier, Joshua	Read: 1/3/2025 1:02 PM	Approve: 1/3/2025 1:02 PM
	Stavn, Stephanie	Read: 1/3/2025 1:00 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15681
Department: District Attorney
Vendor: NICE Systems
Contract Description: Contract for Digital Evidence Management System (Res 272)
Contract Term: 12/21/24 – 5/1/26
Contract Amount: $123,719.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2024 RES-272

AUTHORIZING CONTRACT WITH NICE SYSTEMS, INC. FOR NICE JUSTICE SAAS SOLUTION - DANE COUNTY DISTRICT ATTORNEY OFFICE

The Dane County District Attorney Office is in need of a digital evidence management system for the prosecution of its cases. The District Attorney's Office has been negotiating with NICE Systems, Inc. over the course of the past year to tailor a solution for our department's needs with integrated systems, workflows, and proprietary media types. The time-consuming nature of this involved considering the complex systems of the 26 law enforcement agencies in Dane County and their limitations. There is a wide scope of differences among the respective agencies' proprietary software for video playback of their squad cameras, interview rooms, and body worn camera systems, in addition to the thousands of proprietary surveillance video types that exist in the public. To add to this, on major cases, we also often receive extractions of data from cell phones of individuals involved. Video files and cell phone data files are often large in size. Receiving, cataloguing, reviewing, and distributing the high volume of these large files is a time consuming task that can greatly benefit from a digital evidence management system.

This system is tailor made for the criminal justice system with integrated features such as automatic conversion of hundreds of proprietary video formats, automatic transcription, video editing tools for redaction and clipping, document processing, evidence distribution and auditing. These features will assist our attorneys and staff to quickly locate material that is critical for the successful prosecution of their cases and expediate distribution to the defense.

NICE has provided us a 1-year contract with the option to renew for years 2 and 3.
- Contract:
    - Year 1: $123,719.00
- Future years upon renewal:
    - Year 2: $149,275.00
    - Year 3: $177,232.00

We introduced a projection of these future costs in our budget request for the 2024 budget year. Over this past year, we have worked at negotiating the contract and ensuring the system would meet all of our unique evidence needs. With the arrival of the contract, we discovered the capital line we originally obtained for system design cannot be used for subscription expenses and are thus proposing the following personnel savings to offset some of the operating costs for the system for year 1. Since this system will change workflows for our DA support staff including the paralegals, if necessary, we are also proposing delaying the hiring of our Paralegal position if needed in 2026 until our workflows have readjusted with the implementation of the new system.

NOW, THEREFORE BE IT RESOLVED that the County Board approves the contract for 1 year at $123,719.00. There is currently $7,200.00 in budget account line DACTA 32061.

BE IT FURTHER RESOLVED adjust budget account lines, in the 2025 budget, to fund the NICE Justice SaaS Solution for the Dane County District Attorney Office as follows:

Position #3615 – Delay hiring for FY 2025 – $110,700.00

Decrease (DACTA 10009)	SALARIES AND WAGES	$ 69,800.00
Decrease (DACTA 10099)	RETIREMENT FUND	$ 4,900.00
Decrease (DACTA 10108)	SOCIAL SECURITY	$ 5,300.00
Decrease (DACTA 10117)	HEALTH	$ 30,300.00
Decrease (DACTA 10153)	DENTAL	$ 1,700.00
Decrease (DACTA 10171)	DISABILITY INSURANCE	$ 100.00
Decrease (DACTA 10250)	SALARY SAVINGS	$ (1,400.00)

Position #3617 – Delay hiring for 2025 pay periods 1A & 2B – $5,819.00

Decrease (DA1STOFF 10009)	SALARIES AND WAGES	$	3,594.10
Decrease (DA1STOFF 10099)	RETIREMENT FUND	$	248.44
Decrease (DA1STOFF 10108)	SOCIAL SECURITY	$	276.04
Decrease (DA1STOFF 10117)	HEALTH	$	1672.82
Decrease (DA1STOFF 10153)	DENTAL	$	93.85
Decrease (DA1STOFF 10171)	DISABILITY INSURANCE	$	5.52
Decrease (DA1STOFF 10250)	SALARY SAVINGS	$	(71.77)
Increase (DACTA 30261)	DIGITAL MEDIA SERVICES		$116,519.00

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Contract.

BE IT FINALLY RESOLVED that the Dane County District Attorney be directed to ensure complete performance of the contract.

DANE COUNTY CONTRACT # ___15681___

Revised 06/2024

Department:	District Attorney
Provider:	NICE Systems, Inc.

Expiration Date: Initial Term: June 30, 2026
Two Optional Renewal
Terms: June 30, 2028

Maximum Cost: Initial Term: $123,719
Two Optional Renewal
Terms: $450,226

Registered Agent (if applicable): Corporation Service Company

Registered Agent Address: 33 East Main Street, Suite 610, Madison, WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and NICE Systems, Inc. (hereafter, "PROVIDER"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is 215 South Hamilton Street, Room 3000, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of **NICE Justice** SaaS Solution; and

WHEREAS PROVIDER, whose address is 221 River Street, 10th Floor, Hoboken, NJ 07030, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

SERVICES:

A. PROVIDER agrees to provide the services detailed in the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance

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with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C.   PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D.   No portion of funds under this Agreement may be used to support or advance religious activities.

E.   PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.

F.   PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

ASSIGNMENT/TRANSFER:
PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

TERMINATION:
A.   Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice and opportunity to cure to PROVIDER.

B.   The following shall constitute grounds for immediate termination:

1.   violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2.   failure by PROVIDER to carry applicable licenses or certifications as required by law.

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3. failure of PROVIDER to comply with reporting requirements contained herein.

4. RESERVED

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, , for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of a third party claim: (i) alleging tangible personal property damage, bodily injury and loss of life caused by the negligence or willful misconduct of PROVIDER personnel in the performance of its obligations under the Agreement; or (ii)alleging 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 COUNTY against Losses awarded against COUNTY as a result thereof. The foregoing defense and indemnity obligations of subsection (ii) will not apply if a Claim arises from: (i) specifications, technology, applications, or designs furnished by COUNTY or a third party on COUNTY'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 PROVIDER, 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 PROVIDER's authorized personnel; (iv) Services or Software under an Order for which there is no charge; (v) COUNTY's failure to use the Services or Software in

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accordance with the Documentation; or (vi) the Content. , The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement. If PROVIDER is enjoined from using the Services or Software, or PROVIDER reasonably believes COUNTY will be so enjoined, PROVIDER will have the right, at its sole option and expense to: (a) procure for COUNTY 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 COUNTY's subscriptions or license for the affected Services or Software upon thirty (30) days' written notice and, as applicable, refund to COUNTY 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 PROVIDER pursuant to this Section states the sole and exclusive liability of PROVIDER, and COUNTY's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

B.   In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required Commercial General Liability- insurance under this Agreement, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's but only to the extent of liabilities falling within Provider's indemnity obligations pursuant to the terms of this Agreement. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.

1.   Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of $1,000,000 per occurrence. Coverage shall include, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability. .

2.   Error and Omission Insurance.
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars ($2,000,000.00) of E&O insurance covering negligent acts and omissions in connection with the services, as defined in the Agreement. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement.

3.   Commercial/Business Automobile Liability Insurance.
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than $1,000,000 per occurrence.

4.   Environmental Impairment (Pollution) Liability
If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution

conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies reasonably satisfactory to COUNTY

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (insurer's equivalent for commercial general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. The commercial general liability insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY but only to the extent of liabilities falling within Provider's indemnity obligations pursuant to the terms of this Agreement.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's commercial general liability insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers but only to the extent of liabilities falling within Provider's indemnity obligations pursuant to the terms of this Agreement. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancelation Notice

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor maintains insurance coverage that meets or exceeds the limits of the PROVIDER. .

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such

waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

CIVIL RIGHTS COMPLIANCE:

A.   If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B.   PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C.   PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D.   PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E.   If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

COMPLIANCE WITH FAIR LABOR STANDARDS:

A.   <u>Reporting of Adverse Findings</u>
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B.   <u>Appeal Process</u>
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C.   <u>Notice Requirement</u>
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

CONSTRUCTION:

This Agreement shall not be construed against the drafter.

COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

DocuSigned by:

DocuSigned by:

Dec 12, 2024   Dec 13, 2024

_____   _____   _____
D4212C6E49AB4B1...   9B18BA4F7E3349E...   Date

*NAME*John Rennie   Ashley Goodwin
TITLE

General Manager, Public Safety and Justice   VP Finance

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* * *

FOR COUNTY:

_____   _____

Melissa Agard   Date

Dane County Executive

_____   _____

Scott McDonell   Date

Dane County Clerk

SCHEDULE A
Scope of Services

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.

"**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.

"**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.

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

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

7.   **Compliance**.

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

7.2   **Export**. The Services 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 appliable 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

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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**. Except as otherwise set forth in an Order, 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

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Contract-Unsubscribe@nice.com, and for any Cloud Services within the NICE CX Solution family must be sent to CloudServicesUnsubscribe@nice.com; notice sent by any other method shall not constitute a valid Non-Renewal Notice of Customer. Customer understands that, if Customer fails to provide a Non-Renewal Notice to NICE, Customer will be responsible for payment in full for the Fees associated with the next Renewal Term regardless of whether Customer has issued a purchase order.

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

10.4   **Effect of Termination**. Any termination of this Agreement will not serve to terminate any Orders and/or SOWs thereunder. Unless otherwise provided herein or in an Order and/or SOW, the termination of an Order and/or SOW will not operate to terminate any other Orders and/or SOWs, and the terms of this Agreement will continue to govern such Orders and/or SOWs until completion or their earlier termination in accordance with this Agreement. Upon termination of this Agreement, or termination or expiration of an Order: (a) Customer will: (i) cease access and use of the applicable Services 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 Customer's written request made on or prior to expiration or termination of the applicable Subscription Term ("**Customer Retrieval Request**"), NICE will make the Content available in the Cloud Service as set forth in the Documentation for Customer to retrieve for a period of time as agreed by the Parties (which shall not exceed thirty (30) days) after such expiration or termination ("**Retrieval Period**"). If such retrieval is not supported by the Cloud Service, then, upon NICE's receipt of a Customer Retrieval Request and, subject to NICE's then current Fees set forth in an Order or SOW, NICE will extract Content in the Cloud Service and provide it to Customer in a mutually agreed to format. Following the expiration of the Retrieval Period or such extraction of the Content by NICE, NICE will have no obligation to maintain the storage of Content, and Customer authorizes NICE to, unless legally prohibited, delete all remaining Content. Any residual Content remaining in NICE systems thereafter will continue to be subject to the confidentiality obligations set forth in this Agreement until such Content is deleted by NICE.

12.   **Limitation of Liability.**

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

12.2   IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE OR PAID BY CUSTOMER IN THE PREVIOUS TWENTY-FOUR (24) 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, , or to the extent prohibited by law.

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

14.   **General Provisions.**

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

Address for Notices:

To NICE:	To Customer:
NICE Systems, Inc.	**Dane County District Attorney's Office**
Address: 221 River Street, 10th Floor, Hoboken, NJ 07030 Madison, WI 53703	Address: 215 S Hamilton St # 3000,
Email: contractnotices@nice.com	Email : Amanda.Nehmer@da.wi.gov
Attention: Legal Department	Attention: Amanda Nehmer

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

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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 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.

Order No. OP-00460000
(SaaS Solution)

This Order No. **OP-00460000** ("**Order**") dated _____ ("**Order Effective Date**"), is entered into by and between NICE Systems, Inc. ("**NICE**") and Dane County District Attorney's Office ("**Customer**"), subject to the terms of the Master Relationship Agreement dated _____ ("**Agreement**").

"**Case**" means a case folder in the NICE Justice solution and can be either an active Case or an inactive Case

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.
   - Ingestion of up to 15,500 Cases from existing cases in records management
   - Case capacity as follows:

Price Matrix

End of Year	Year 1	Optional Year 2	Optional Year 3
Case Import (Active)	15,500	-	-
Case Import (Archive)	0		
Active Cases @EOY	10,797	10,892	10,892
Archived Cases @EOY	20,203	35,608	51,108
Deleted Cases @EOY	-	-	(1,700)
Total Managed Cases	**31,000**	**46,500**	**62,000**

Additional active Cases created beyond the initial ingestion of 15,500 Cases and included 15,500 Cases annually will be charged at $15 per case/year, archive Cases beyond what's included in the above table will be charged at $3 per case/year.

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

Cases stay active for 8.5 months (average).

Cases remain in the system for 66 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.**   12 months beginning on the Initiation Date. Notwithstanding anything contained in Section 10.2 of the Agreement to the contrary, at least sixty (60) days prior to the conclusion of the then-current Subscription Term, Customer may advise NICE in writing that it desires to renew the Subscription Term for two additional one (1) Renewal Terms, subject to the fees and other terms and conditions of this Order.

3.   **Invoicing.** The total amount due for the Justice SaaS Solution Initial Subscription Term fees is $123,719 to be invoiced as follows, subject to Section 3 of the Agreement:

HGAC contract number: RP07-20

	Fees Year 1	Fees Year 2 (Optional)	Fees Year 3 (Optional)	Invoice Date
NICE Justice Cloud Service Initial Subscription Term Fees	$123,719	$149,275	$177,232	Initiation Date, and annually thereafter as applicable

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):
Dane County District Attorney's Office	Dane County District Attorney's Office
Address: 215 S Hamilton St # 3000, Madison, WI 53703	Address: 215 S Hamilton St # 3000, Madison, WI 53703
Attention: Amanda Nehmer	Email : Amanda.Nehmer@da.wi.gov

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

Exhibit A to Order for Cloud Services

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

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

"**Support Case**" means a request for support assistance submitted by the Customer via the designated support channels outlined in Table A-1 of this Exhibit. Support 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 annual recurring charges (ARC) amount that Customer is required to pay for the Cloud Services, for each annual period of the Subscription Term.
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. 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 Support Case via the designated support channels provided in Table A-1 below. Prior to initiating a Support Case, the Designated Contact shall use reasonable efforts to attempt to diagnose and resolve the particular issue including using available self-help tools. The Designated Contacts are required to establish and maintain Customer's processes to provide first tier support for the Cloud Services, which includes: (a) a direct response to user inquiries concerning the performance, functionality, or operation of the Cloud Services; and (b) an attempt to diagnose and resolve problems or issues with the Cloud Services.

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

5.   **Case Support**.

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

Severity Level	Definition	Examples
1. Critical (System Unavailable)*	I. Critical issue that severely impacts use of the SaaS Solution. II. No workaround.	A. The SaaS Solution is completely unavailable. B. The majority of users cannot login. C. Data integrity issues.
2. High (System Impaired)*	I. Major functionality is significantly impacted. II. No workaround.	A. Service interruptions to some but not all functionalities. 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.

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

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

^S1 times are based on 24x7x365, all other Support 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.

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Attachment 1

Attachment 1 to Order OP-00460000: Statement of Work

Contract Reference

This statement of work ("**SOW**") is entered into as of the date of signature of Order OP-00460000 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 datacentres. The rollout will comprise of the **NICE Justice** portal, the Share Via Download Portal, the Community portal comprising the business portal, the public/appeals portal and the Administration portal. The **NICE Justice** SaaS Service will provide access for an unlimited number of Customer users.

Recommended integrations for data ingestion include: Protect CMS, Folder Watcher

Recommended user creation via Active Directory sync, via Federated Services

The implementation will include historical indexing of Cases per the Order.

2   Solution Overview

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

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

2.1   Technical Overview

The **NICE Justice** SaaS Solution is hosted in the Microsoft Azure Government cloud data centres. These data centres 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 centre. 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.
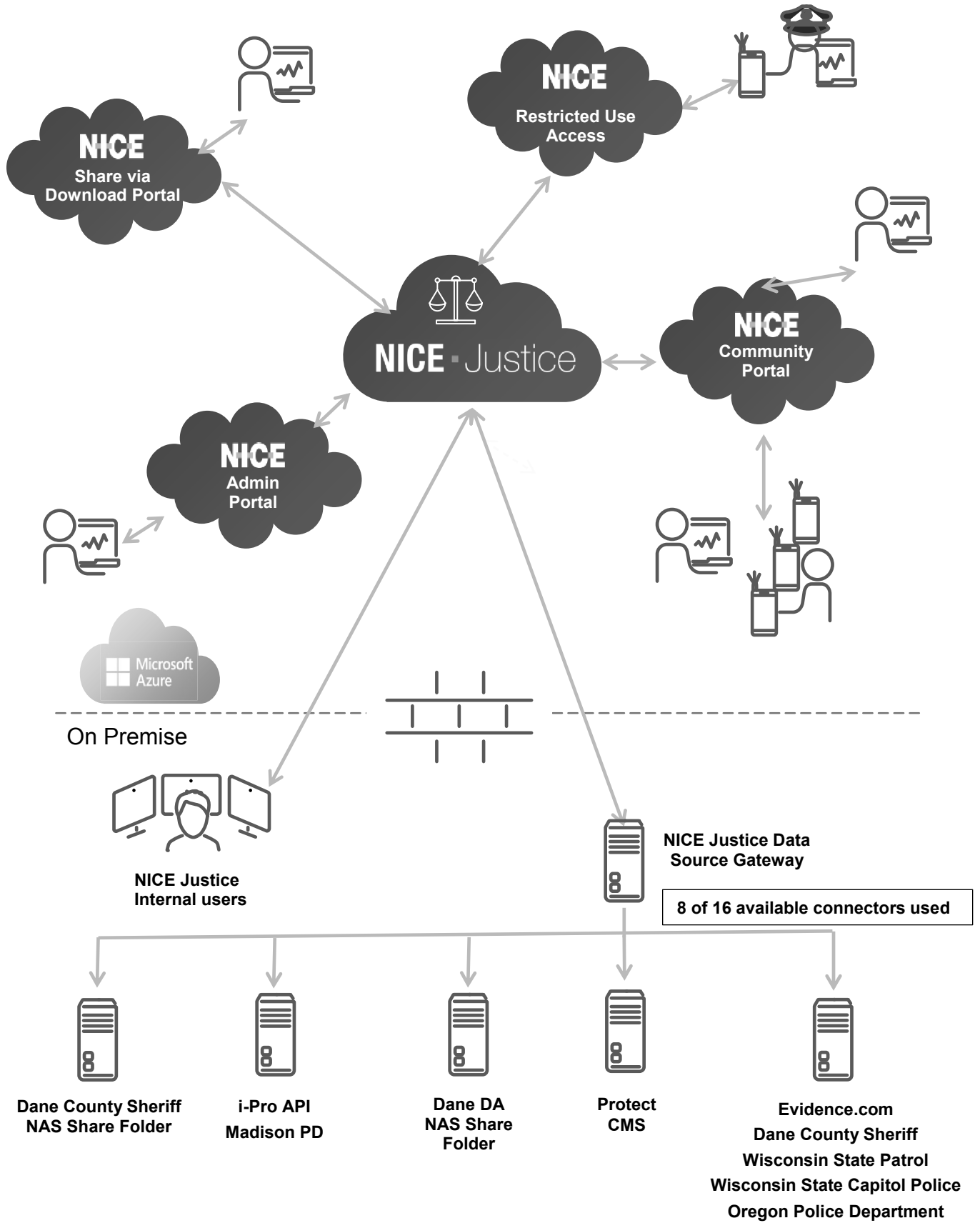
Figure 1 – High level architecture

The data sources shown are those required for the delivery. Note that Section 2.2 specifies which integrations are included in the Initial Subscription Term and which additional integrations are included with a Renewal Term. Further data sources (up to a total of 16) 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
    - o **NICE Justice** Business Portal
    - o **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 Order No OP-00460000.

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	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
DSG to NICE Justice			
DSG	NICE Justice DSG API	TCP 443	HTTPS
Azure Storage (blob)	Azure Storage (blob)	TCP 443	HTTPS
Client PC to NICE Justice			HTTPS
Web browser	NICE Justice client APIs	TCP 443	HTTPS

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

External HTTPS connections use FIPS 140-2 security algorithms.

No incoming connections are required from the internet.

2.1.6   Internal Connections Requirements

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

2.1.7   DSG Maintenance and Connections

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

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

2.1.8   Client Connections

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

The NICE Data Source Gateway (DSG) is installed on the Customer network and provides the secure connection point between local data sources, (e.g. CAD, Records, etc.), and the **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.
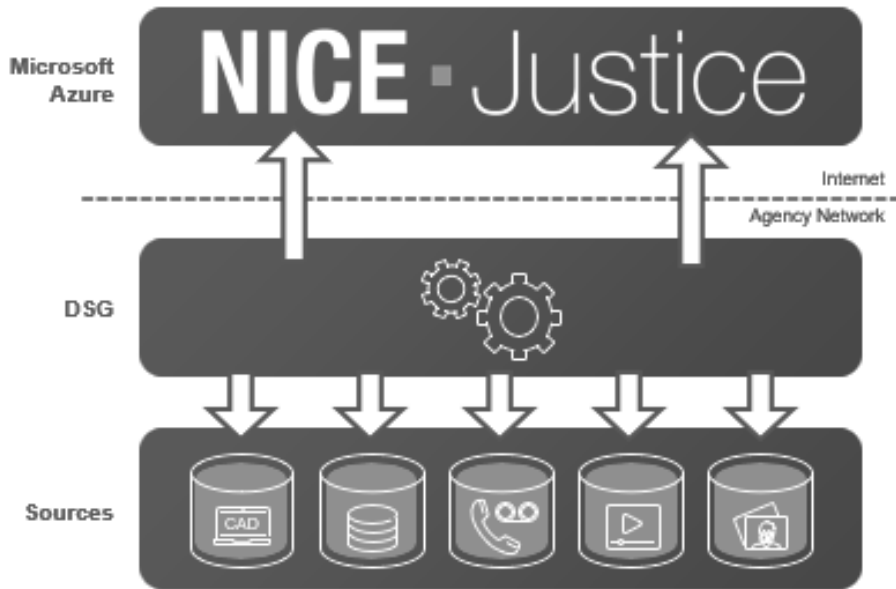
Figure 1 – High Level Architecture Overview

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

Historic indexing

Total data:

15 GB * 180 days = 2.7 TB.

Average rate (over 4 weeks):

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

2.1.10 Security

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

- **NICE Justice Security White Paper**

2.1.11 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 **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.

2.1.12 Virus check

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

2.1.13 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.

2.1.14 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 (8 of 16 Available Connections Used)

NICE will make the integrations listed below, 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 phase 1 of the Protect Case Management System (Section 2.2.3) 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.

Note that the Initial Subscription Term will include integrations in Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5 and 2.2.6. The integrations in Section 2.2.1 and 2.2.7 will become part of the scope of the project upon Customer's exercise of its Renewal Term option set forth in Section 2 of the Order.

2.2.1 Protect Case Management System

This integration will happen in 2 phases.

In the 1st phase, cases within NICE Justice will be created via reports generated from Protect Case management. This will be accomplished by Dane County users obtaining a report of cases that has the required information, from the Protect interface. Then, that report will be saved to a file share, where our Reports Connector will pull it and parse it, and create cases based on that information.

When 3rd party APIs or databases are shared with NICE, then NICE can move to phase 2, which is the direct integration explained below.

This will be a direct integration to the Protect 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, updated in real time as information is updated in the Case management system.

This is due to Protect being a statewide system, and NICE not having permission to write and API to integrate with it.

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, defendant details, law enforcement agency case information, DA case status, 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 NICE Justice SaaS Solution.

2.2.2 The Dane County District Attorney's Office Shared Network Drive

This integration will support the collection of digital evidence that is currently stored in folders marked by case number on the Dane County District Attorney's Office, shared network drive. The digital evidence will be placed into the appropriate NICE

Justice case folders based on the metadata provided in the naming of the shared drive folders and subfolders which identify the related Prosecutor Case Management case. This will be a synchronized connection, updating in near real time as information is updated to the shared network drive folders. Note that The Dane County District Attorney's Office will need to assist NICE in obtaining technical support and folder structures as needed.

2.2.3 Active Directory

Permission not given to access Active Directory. This will be a CSV download of users only, used to create a list of users within the NICE Justice admin portal.

2.2.4 Panasonic Squad and Interview Room – Madison PD

This will be an API connection to the i-Pro files for the Madison Police Department. This connection provides interview room and squad recordings media and meta-data to NICE Justice. It is a read-only integration. Note that the Customer will need to assist NICE in obtaining technical support as needed from the Madison Police Department in order for this integration to be created.

For segmented .av3 files, there is some decoding that happens before we can copy the stream. We then use a decoding method that isolates the video and other streams from the proprietary container and produces a loss-less, bit-for-bit copy into a standard container. The technical term is stream-copy.

Interview Room and Squad recordings are matched to the **NICE Justice** Case using the RMS case number or by using other identifying tags for the recordings.

2.2.5 Dane County Sheriff Shared Network Drive

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

For segmented .av3 files, there is some decoding that happens before we can copy the stream. We then use a decoding method that isolates the video and other streams from the proprietary container and produces a loss-less, bit-for-bit copy into a standard container. The technical term is stream-copy.

Interview Room and Squad recordings are matched to the **NICE Justice** Case using the RMS case number or by using other identifying tags for the recordings.

2.2.6 Evidence.com – Dane County Sheriff

This will be an integration into the Evidence.com system for the Dane County Sheriff's Department. This integration provides digital media files and meta-data to **NICE Justice**. It is a read-only integration. The connector integrates directly with Evidence.com (via API) for access to stored media and associated metadata. This will be a synchronized connection, updated in real time as information is updated on Evidence.com. Note that the Customer will need to assist NICE in obtaining technical support and APIs as needed from each respective Law Enforcement in order for this integration to be created.

Evidence items are matched to the NICE Justice Case using the police/Evidence.com case number or by using other identifying tags for the recordings.

2.2.7 Evidence.com – Wisconsin State Patrol, Wisconsin State Capitol Police, Oregon Police Department

This will be an integration into the Evidence.com system for the Wisconsin State Patrol, Wisconsin State Capitol Police, and the Oregon Police Department. This integration provides digital media files and meta-data to **NICE Justice**. It is a read-only integration. The connector integrates directly with Evidence.com (via API) for access to stored media and associated metadata. This will be a synchronized connection, updated in real time as information is updated on Evidence.com. Note that the Customer will need to assist NICE in obtaining technical support and APIs as needed from each respective Law Enforcement in order for this integration to be created.

Evidence items are matched to the NICE Justice Case using the police/Evidence.com case number or by using other identifying tags for the recordings.

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 log on 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   Expected Availability Timeline

Some of the key capabilities of the SaaS Solution are outlined here. Target availability dates are also included. The SaaS Solution is a commercially available solution, and no Custom Work is being developed for the Customer. The SaaS Solution is regularly

updated, typically on a three- to six-month release cycle. These updates include new capabilities based on NICE's roadmap and customer feedback.

Capability	Estimated Availability Date
Inclusion of AMPED library including their AV3 support.	Available now.
Enhanced Partner Portal with ability to push evidence into NICE Justice without a request, enhanced categorization, and large number of file uploads	Within 2 updates after Effective Date
The user will be able to add folder tags upon upload of an evidence item(s) to the Justice Portal and the Partner Portal.	Within 2 updates after Effective Date
Upload of zip files with standard zip extraction.	Within 2 updates after Effective Date

4   Change Control Process

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

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

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

5   Roles and Responsibilities

5.1   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.

5.1.1 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

5.1.2 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 3rd 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.).

SCHEDULE B
Pricing Structure and Payment

Invoices/Payment:
PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

Invoicing. The total amount due for the **NICE Justice** SaaS Solution Initial Subscription Term fees are (1yr/$123,719) to be invoiced as follows, subject to Section 3 of the Agreement:

	Fees Year 1	Fees Year 2 Option	Fees Year 3 Option	Invoice Date
NICE Justice Cloud Service Initial Subscription Term Fees	$123,719	$149,275	$177,232	Initiation Date, and annually thereafter, as applicable

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.

> PROVIDER shall invoice COUNTY at the following address:
> Dane County District Attorney's Office
> Attn: Kelly Breunig
> 215 South Hamilton Street, Room 3000
> Madison, Wisconsin 53703-3297
> Email: invoices-da@countyofdane.com

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

Additional active Cases created beyond the initial ingestion of 15,500 Cases and included 15,500 Cases annually will be charged at $15 per case/year, archive Cases beyond what's included in the above table will be charged at $3 per case/year.

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

Cases stay active for 8.5 months (average).

Cases remain in the system for 66 months (average) before being permanently removed.