MASTER RELATIONSHIP AGREEMENT

Mar 1, 2022

This Master Relationship Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between NICE Systems, Inc., with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("**NICE**"), and Champaign County on behalf of Champaign County State's Attorney with an office at 101 E. Main Street, 2nd Floor, Urbana, IL 61801 ("**Customer**").

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

"**Affiliate**" 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 brought against a Party by a third party.

"**Cloud Services**" means the Software-as-a-Service and Hosting Services, individually and collectively.

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

"**Content**" means the data provided by Customer to use a Service.

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

"**Hosting Services**" means the hosting environment, including the infrastructure and operating environment, provided by NICE enabling Customer to access Software that will not be delivered via SaaS.

"**Losses**" means costs, damages, expenses, or liabilities.

"**Order**" means an ordering document executed by the Parties and governed by this Agreement, which details the Services or Software being purchased by Customer.

"**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, the use of the Services, including analyses, statistics, reports, and aggregations, all of which shall be considered NICE Confidential Information. For the avoidance of doubt, the term Resulting Information does not include personally identifiable information, such that there is no reasonable basis on which any individual, or Customer itself, could be identified by the Resulting Information.

"**Service(s)**" means the Cloud Services, Professional Services, or other services to be provided by NICE pursuant to an Order or SOW.

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"**Software**" means software provided to Customer pursuant to an Order. All references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

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

"**Statement of Work**" or "**SOW**" means a document executed by the Parties pursuant to this Agreement, which describes, the Professional Services to be provided by NICE. If the Parties agree, an Order may be used in lieu of a Statement of Work.

"**Subscription Term**" means the term described in the applicable Order.

2.   **Ordering Procedure.** The Parties agree that the Agreement governs transactions whereby Customer may purchase Services and Software by entering into an Order or SOW. Customer and its Affiliates may purchase Services and Software by entering into an Order with NICE or its Affiliates, as applicable. Customer and any Customer Affiliate that purchases Services or Software under this Agreement shall be jointly and severally liable for any breach of this Agreement by any Customer Affiliate.

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

3.1   NICE shall invoice Customer as described in each Order or SOW. Customer shall reimburse NICE for preapproved expenses associated with Professional Services (e.g., travel expenses) in accordance with NICE's travel and expense policy and as further described in an Order or SOW, and such expenses shall be invoiced monthly in arrears. Customer shall pay to NICE all fees or other costs due hereunder in U.S. Dollars, and in full within thirty (30) days following Customer's receipt of NICE's invoice. With respect to any amount due to NICE which is not paid within thirty (30) days following the date of Customer's receipt of NICE's invoice, NICE may apply interest at the rate of one and one-half percent (1½%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Without waiving any of its rights or remedies under the Agreement or at law, NICE reserves the right to suspend delivery of Software or performance of Services until any amounts that are outstanding and past due are paid in full by Customer. In limited circumstances, NICE may, in its sole discretion, accept a Customer purchase order for certain Services or Software. Customer purchase orders, if any, are provided for Customer's administrative purposes only, and any preprinted terms on Customer purchase orders will not add to, modify, or have any effect on the terms of this Agreement.

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

4.   **Warranties.**

4.1   **NICE Warranties for Cloud Services.** During the Subscription Term, NICE warrants to Customer that: (a) NICE is the owner or authorized distributor of, and has the right to supply, the Cloud Services and Documentation; and (b) the Cloud Services do not contain any virus, Trojan horse, or other similar code knowingly introduced by NICE. Customer's sole and exclusive remedies and NICE's sole obligations for NICE's breach of the warranty in this Section are as follows: (i) for a breach of the warranty in Section 4.1(a), the indemnity in Section 7 of the Agreement; and (ii) for a breach of the warranty in Section 4.1(b), the prompt removal by NICE of any such virus or disabling code at NICE's sole cost and expense.

4.2   **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 prevailing. Customer's sole and exclusive remedy and NICE's sole obligation for NICE's breach of the warranty in this Section is NICE's reperformance of the non-conforming Professional Services, provided that Customer notifies NICE of a non-conformity in this Section during the thirty (30) day period following NICE's completion of the applicable Professional Services.

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4.3   **NICE Warranty for On-Premise Software.** NICE warrants that the Software will operate substantially in accordance with the applicable Documentation during the twelve (12) month 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 breach of the warranty in this Section during the Warranty Period shall 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.

4.4   **NICE's Disclaimer of Warranties.**   EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR AN ORDER, (a) NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NICE TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED; AND (b) NICE DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, NICE'S EFFORTS OR ANY SOFTWARE OR SERVICES PROVIDED BY NICE OR ANY INFRASTRUCTURE PROVIDER WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES NICE WARRANT THAT THE OPERATION OF THE SOFTWARE OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.5   **Customer Warranties.** Customer warrants to NICE that: (a) Customer is the owner or authorized licensee of the Content, and has secured all necessary licenses, consents, authorizations and waivers for the use of the Content; (b) the Content and Customer's use of the Cloud Services at all times complies with the terms of the Agreement and Orders as applicable; and (c) Customer shall not use the facilities or capabilities of the Cloud Services to conduct any illegal activity or engage in any other activity which infringes upon the rights of NICE or any third party. If Customer breaches any of the warranties contained in this Section, NICE may, in addition to any other rights it may have in law or equity, exercise its right to suspend Customer's access to the Cloud Services.

5.   **License and Ownership.**

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

5.2   No title or ownership of the Services or Software shall be transferred to Customer by way of this Agreement or the applicable Order or SOW. NICE has sole right to and ownership of, all intellectual property rights in and to: (a) the Services and Software and Documentation, and all modifications, enhancements, improvements, adaptations, translations; (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.

5.3   The Services and Software contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Customer herein are reserved to NICE. Customer shall not remove any proprietary notice of NICE from any copy of the Software. Customer may make a reasonable number of copies of the Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by NICE. Customer may make one (1) back-up archival copy of the Software, provided Customer reproduces all confidentiality and proprietary notices on such copy.

5.4   Customer has sole ownership of the Content, including all intellectual property rights related thereto. NICE is not responsible for validating the Content for accuracy, correctness or usability. Customer grants to NICE a limited, non-exclusive, non-sublicensable, non-transferable license to use, copy, store and display the Content to provide the Services to Customer, and for the purpose of improving and enhancing the overall user experience of the Services. Customer acknowledges and consents that NICE may share the Content with its Affiliates. NICE will not sell, rent, or lease Content to others.

5.5 Customer shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Services or Software or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Services or Software including to: (i) build or create a competitive product or service, and (ii) build or create a product or services using similar ideas, features, functions or graphics of the Services or Software, nor shall Customer attempt to create the source code from the object code for the Software; (c) permit any third party to access the Services or Software except as expressly permitted herein or under an Order or SOW; or (d) create any unauthorized Internet "links" to the Cloud Services or "frame" or "mirror" any content of the Cloud Services.

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5.6   Customer is solely responsible for monitoring its use of the Services or Software for possible unlawful or fraudulent usage, and shall notify NICE immediately if it becomes aware or has reason to believe that the Services or Software are being fraudulently used. Customer acknowledges and agrees that its failure to notify NICE may result in the suspension of Customer's right to use and access the Services or Software.

6.   **Confidential Information.**

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

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

6.3   The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to: (a) its and its Affiliates' officers, directors, employees, consultants, and subcontractors who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in this Agreement; and (b) external auditors and legal advisors (collectively, "**Representatives**"). The Receiving Party's disclosure of the Disclosing Party's Confidential Information to its Representatives shall not require the prior written consent of the Disclosing Party, however, prior to any such disclosures, the Receiving Party will inform the Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. The Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 6 and to prevent any unauthorized disclosure of the Disclosing Party's Confidential Information by any of them. The Receiving Party shall be responsible for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information.

6.4   Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to an order made pursuant to applicable law, regulation or legal process, provided that: (a) to the extent permitted under applicable law, the Receiving Party gives the Disclosing Party prompt written notice of such order so that the Disclosing Party has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such order; (b) the Receiving Party provides the Disclosing Party with all reasonable assistance, at the Disclosing Party's expense, in 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 required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.

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

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

7.   Indemnification.

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

7.2   If a Claim for which Customer is entitled to be indemnified under Section 7.1 above has occurred, or in NICE's opinion is likely to occur, NICE shall, at NICE's expense, do one of the following: (a) procure for Customer the right to continue using the affected Services or Software; (b) replace with non-infringing alternates or modify the relevant Services or Software so that it becomes non-infringing but its functionality after modification is substantially equivalent; (c) accept the return of the affected Software, and refund to Customer the fees for the affected Software amortized by an equal annual amount over a three (3) year period beginning from the date of shipment of the affected Software; or (d) cease providing the Services and refund any prepaid fees applicable to the period after the Services has ceased. The collective obligations of NICE pursuant to Section 7.1 and this Section 7.2 state the sole and exclusive liability of NICE, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

7.3   **Customer Indemnification of NICE.** Customer shall indemnify, defend, and hold harmless NICE from and against any Losses resulting from or arising out of any Claim brought against NICE alleging Customer's violation of applicable laws in connection with Customer's use of the Content, Services or Software.

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

8.   Limitation of Liability.

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

8.2   The limitations in Section 8.1 above shall not apply to: (a) damages occasioned by the breach by either Party, including by their Representatives, of its obligations of confidentiality under Section 6 above; (b) either Party's indemnification obligations under Section 7 above; or (c) matters that cannot be excluded or limited by applicable law.

9.   **Term and Termination.**

9.1   This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 9 (the "**Term**"). Unless otherwise provided herein or in an Order, the termination of this Agreement will not operate to terminate any existing Orders or SOWs, and the terms of this Agreement shall continue to govern such Orders and SOWs until completion or the earlier termination of such Orders and SOWs in accordance with this Agreement.

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

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

9.4   Any provision of this Agreement, an Order or a SOW that contemplates performance or observance subsequent to the termination of such 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.

10.   **Notices.** With respect to notices permitted or required under this Agreement related to the following matters, such notices must be in writing and delivered by personal delivery, by registered or certified mail (return receipt requested), or by internationally recognized overnight delivery service: (a) notices of breach; (b) notices of termination; and (c) notices regarding actual or potential legal action, including claims subject to indemnification hereunder. Notices will be deemed given: (i) on the date of delivery when delivered personally, (ii) one (1) business day after deposit for next day delivery with an internationally recognized overnight delivery service, and (iii) on the date of delivery when mailed by registered or certified mail (return receipt requested). Notices other than those described in Sections 10(a) through 10(c) may also be delivered by email, and will be deemed given upon personal reply acknowledging receipt. Notices will be sent to the addresses below or to such other address as either Party may specify in writing.

11.   **General Provisions.**

11.1   Neither Party shall have the right to assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, NICE may assign its rights and obligations under this Agreement to an Affiliate, or to any successor by way of merger, acquisition, or sale of all or substantially all of NICE's assets.

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

11.3   It is expressly agreed that the Parties are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other Party except to the extent and for the purposes expressly provided for and set forth herein.

11.4   Each Party agrees that it will not, directly or indirectly, for a period commencing on the Effective Date and ending one (1) year following the expiration of the Term, without the prior written consent of the other Party, solicit or employ any person

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who, at any time during the Term, were employees of the other Party or its Affiliates who performed duties related to the Services performed hereunder, nor will such Party solicit or encourage any such person to terminate their employment relationship with the other Party or its Affiliate.

11.5   Neither Party shall be deemed to be in default of any provision of this Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, 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 undertaking under this Agreement, will extend the time for performance for as many days beyond the applicable performance date as is required to correct the effects of such Force Majeure Event.

11.6   NICE shall have the right to use or incorporate into the Services and Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

11.7   Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

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

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

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

11.11   No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

11.12   This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its rules of conflicts of law. Both Parties hereby consent and submit to the exclusive jurisdiction of the state and federal courts in New Jersey 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.
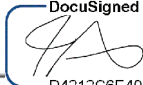
11.13   In the event of any conflict or inconsistency between the terms of: (a) this Agreement and any Order or SOW, the terms of the Agreement shall prevail; except to the extent that an Order or SOW specifically states that specified terms in the Order or SOW supersede specified terms in the Agreement, in which case such superseding terms will apply only to that Order or SOW; and (b) any Order and any SOW, the terms of the Order shall prevail; except to the extent that: a SOW specifically states that specified terms in that   SOW supersede specified terms of 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 URL.

11.14   Following the Effective Date, NICE shall have the right to issue a press release regarding its relationship with Customer (the "**Press Release**"). Customer agrees to contribute a quote from a Customer employee involved with the relationship with NICE to be used in the Press Release. NICE shall provide a draft of the Press Release to Customer for its review and, within five (5) business days following its receipt of the draft, Customer shall provide NICE with any proposed changes to the Press Release. Notwithstanding anything to the contrary contained herein, NICE agrees that it will not make, issue, or release any public statement (including the Press Release), announcement, or acknowledgement of the existence of, or reveal the status of, the Agreement or the terms or transactions provided for herein, without first obtaining the written consent of Customer.

11.15   This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Additionally, the Parties agree that: (a) this Agreement, including any transactional documents related to this Agreement, and any amendments thereto, may be signed using electronic signatures facilitated by a U.S. E-SIGN Act-compliant (i.e., the Electronic Signatures in Global and National Commerce Act - ESIGN, Pub.L. 106-229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96) electronic signature provider ("**e-signatures**"); (b) e-signatures shall have the same effect as original signatures; and (c) the Parties are subject to the provisions of the U.S. E-SIGN Act.

11.16   This Agreement, any Orders or SOWs executed hereunder represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede any other agreement or understanding, written or oral, that the Parties may have had with respect thereto. No other statement or inducement with respect to the subject matter by either Party or by any agent or representative of either Party, which is not contained in this Agreement, shall be valid or binding between the Parties. No provision of this Agreement may be modified or amended except by a written instrument duly executed by each of the Parties. Any such modifications or amendments shall not require additional consideration to be effective.

NICE Systems, Inc.	**Champaign County** **on behalf of Champaign County State's Attorney**
By: _____ John Rennie _____	By: _____
Name: _____	Name: Darlene Kloeppel
Title: General Manager, Public Safety	Title: Champaign County Executive
Date: Mar 1, 2022	Date: 2-24-22
By: _____ Kim Cohen _____	
Name: _____	
Title: Director, Finance	
Date: Mar 1, 2022	

Address for Notices:

To NICE: To Customer:

NICE Systems, Inc.   **Champaign County State's Attorney**
Address: 221 River Street, 10th Floor, Hoboken, NJ 07030   Address: 101 E. Main Street, 2nd Floor, Urbana, IL 61801
Email: contractnotices@nice.com   Email: statesatty@co.champaign.il.us
Attention: Legal Department   Attention: Office Manager

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Order No. 1
OP-00393012
(SaaS Solution)

This Order No. 1 ("**Order**") dated Mar 1, 2022 ("**Order Effective Date**"), is entered into by and between NICE Systems, Inc. ("**NICE**") and Champaign County on behalf of Champaign County State's Attorney ("**Customer**"), subject to the terms of the Master Relationship Agreement dated Mar 1, ("**Agreement**").

1.   **SaaS Solution**. Customer hereby purchases a subscription to the following NICE Justice SaaS Solution, and non-recurring charge implementation Services from NICE:

1.1   NICE Justice SaaS Solution ("**Justice SaaS Solution**") as further described in the SOW attached hereto as Attachment 1 and incorporated herein by this reference.

1.2

Storage included	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
TB Hot (at end of year)	14	8	9	9	10	10	10	10	10	10
TB Archive (at end of year)	21	32	36	41	45	45	45	45	45	45
Cumulative Storage	35	40	45	50	55	55	55	55	55	55

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

1.3   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**. 120 months beginning on the Activation Date.

3.   **Invoicing**. The total amount due for the Justice SaaS Solution Initial Subscription Term fees are One Million One Hundred Four Thousand Eight Hundred Ninety-Six Dollars ($1,104,896), and the implementation Services Fees are Fifty-Three Thousand Dollars ($53,000), to be invoiced as follows, subject to Section 3 of the Agreement:

Fee Type	Setup	Initial Subscription Term – Years 1 - 5					Invoice Date
		Fees Year 1	Fees Year 2	Fees Year 3	Fees Year 4	Fees Year 5	
Implementation Services Fees	$53,000						Order Effective Date
NICE Justice Cloud Service Storage Fees		$10,432	$11,414	$8,711	$9,278	$9,877	Activation Date, and upon each anniversary accordingly
NICE Justice Cloud Service Initial Subscription Term Fees		$100,000	$100,000	$100,000	$100,000	$100,000	Activation Date, and upon each anniversary accordingly

Fee Type		Initial Subscription Term – Years 5 - 10					Invoice Date
		Fees Year 6	Fees Year 7	Fees Year 8	Fees Year 9	Fees Year 10	
NICE Justice Cloud Service Storage Fees		$10,509	$10,907	$10,950	$11,257	$11,561	Activation Date, and upon each anniversary accordingly
NICE Justice Cloud Service Initial Subscription Term Fees		$100,000	$100,000	$100,000	$100,000	$100,000	Activation Date, and upon each anniversary accordingly

4.   **Bill To/Ship To.**

Bill To: **Ship To:**
Champaign County State's Attorney   Champaign County State's Attorney
101 E. Main Street, 2nd Floor   101 E. Main Street, 2nd Floor
Urbana, IL 61801   Urbana, IL 61801
Attention: Office Manager   Email Address: statesatty@co.champaign.il.us

5.   **SaaS Solution.** See Exhibit A to the Agreement.

6.   **Non-Appropriation.** This Order is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the Order. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1st and terminating December 31st of each year. In order for the Order to remain in effect, such appropriation must be approved on an annual basis throughout the term of the Order scheme. In the event that an annual appropriation is not approved, the Customer shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

7.   **Indemnification.** Notwithstanding anything contained in Section 7 of the Agreement to the contrary, NICE's indemnification obligations of Customer under Section 7 of the Agreement shall include: NICE agrees to accept all responsibility for loss or damage to any person or entity, including the Customer, and to indemnify, hold harmless, and release the Customer, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any third party, that arise out of, pertain to, death, personal injury or damage to tangible personal property arising from NICE's gross negligence or willful misconduct in its performance or obligations under this Order. NICE agrees to provide a complete defense for any claim or action brought against the Customer based upon a claim relating to NICE's performance or obligations under this Order. NICE's obligations under this Section apply whether or not there is concurrent negligence on the Customer's part, but to the extent required by law, excluding liability due to the Customer's conduct. The Customer shall have the right to select its legal counsel at NICE's expense, subject to NICE's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for NICE or its agents under workers compensation acts, disability benefits acts, or other employee benefit acts.

8.   **Insurance.** During the term of the contract, NICE shall provide the following types of insurance in not less than the amounts specified below.

8.1   GENERAL NICE shall maintain for the duration of the contract and any extensions thereof, at NICE's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Customer, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII or higher, in the following types and amounts:

> (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: $1,000,000 per occurrence and $2,000,000 in the aggregate, and inclusion of a waiver of subrogation in favor of Champaign County;
> (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: $1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;
> (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of $500,000 for each incident, $500,000 for each disease and $500,000 aggregate, and a waiver of subrogation in favor of Champaign County.
> (d) Errors and Omissions/Professional Liability coverage for all work being performed for Champaign County in the amount of $1,000,000 per Occurrence, and $2,000,000 Aggregate with self-insured retention noted. Additional Insured endorsement must be added to policy and sent with certificate of insurance.
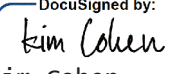
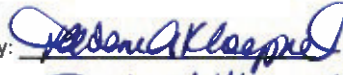8.2   EVIDENCE OF INSURANCE NICE agrees that with respect to the above required insurance that:

(a) The Customer shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) The Customer shall be provided with prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors;

(e) In addition to being named as an additional insured on the Certificate of Insurance, the Commercial General Liability and Errors and Omissions/Professional Liability policies shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance;

(f) Champaign County must be named as an additional insured the Commercial General Liability and Errors and Omissions/Professional Liability policies, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic 1776 East Washington Street, Urbana, IL 61802; and,

(g) Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, Insurance Specialist, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802

9. **RFP and Proposal.** Notwithstanding anything contained in Section 11.16 of the Agreement to the contrary, the parties agree that the Agreement incorporates all requirements documented in the Customer's Request for Proposals ("**RFP**") (except as provided below) and all elements of NICE's proposal ("**Proposal**"), and in the event of a conflict between the requirements of the RFP (except as provided below) and all elements of Proposal or the resulting contract(s), the RFP requirements (except as provided below) and all elements of Proposal shall govern for purposes of this Order, provided however that with respect to Section 5.13 ("**Indemnification**") of the RFP, the parties agree that: NICE's obligation to indemnity Customer for infringement of patent trademark or copyright shall only apply to third party claims of patent trademark or copyright infringement.

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

NICE Systems

By: _____

Name: John Rennie

Title: General Manager, Public Safety

Date: Mar 1, 2022

By: _____

Name: Kim Cohen

Title: Director, Finance

Date: Mar 1, 2022

Customer

By: _____

Name: Darlene A Kloeppel

Title: County Executive

Date: 2-24-22

Attachment 1 to Order 1: Statement of Work

Contract Reference

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

1   Overview

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

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

Recommended integrations for data ingestion include: Champaign County State Attorney's Case Management System (JANO) and Champaign County State Attorney's Civil Case Management System (Actionstep).

Recommended user creation via Active Directory sync.

The implementation will include historical indexing of all databases to provide 24 months of historical information within the NICE Justice SaaS Solution.

2   Overview

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

- NICE shall be responsible for the implementation of the integrations as detailed in this Statement of Work.

- Customer will be responsible for ensuring any third-party vendors provide the information and technical support necessary to complete any work on the integrations. NICE will assist with all technical discussions with third parties where applicable.

- The Customer will provide a remote connection to the DSG virtual machines deployed within the Customer environment, to enable NICE to install and support the product.

- The Customer will provide the hardware and software infrastructure as specified in this SOW required to provide the relevant interfaces to the Justice SaaS Solution.

2.1   Technical Overview

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

Connections are made to Customer's data sources through a **Data Source Gateway(s) (DSG)** deployed within the Customer Infrastructure, via a secure encrypted link to the Justice SaaS Solution instance deployed within the MS Azure Government data cener. All connections of the DSG are outbound only, using secure browser protocols (i.e. HTTPS).

2.1.1 Architecture

The architecture for the **NICE** Justice SaaS Solution consists of items deployed within the Customer Infrastructure and items deployed within the Microsoft Azure cloud subscription.

The Microsoft Azure cloud components will host the evidential data store and the software components required to service the Justice SaaS Solution client web interfaces.

Within the Customer's Infrastructure, one or more Virtual Machine(s) will be deployed as the **NICE** Justice Data Source Gateway(s) (DSG). The DSG(s) will connect to Customer data sources for indexing and collection of the evidential data to be stored within the **NICE** Justice SaaS Solution. A diagram detailing the high-level architecture is shown below.
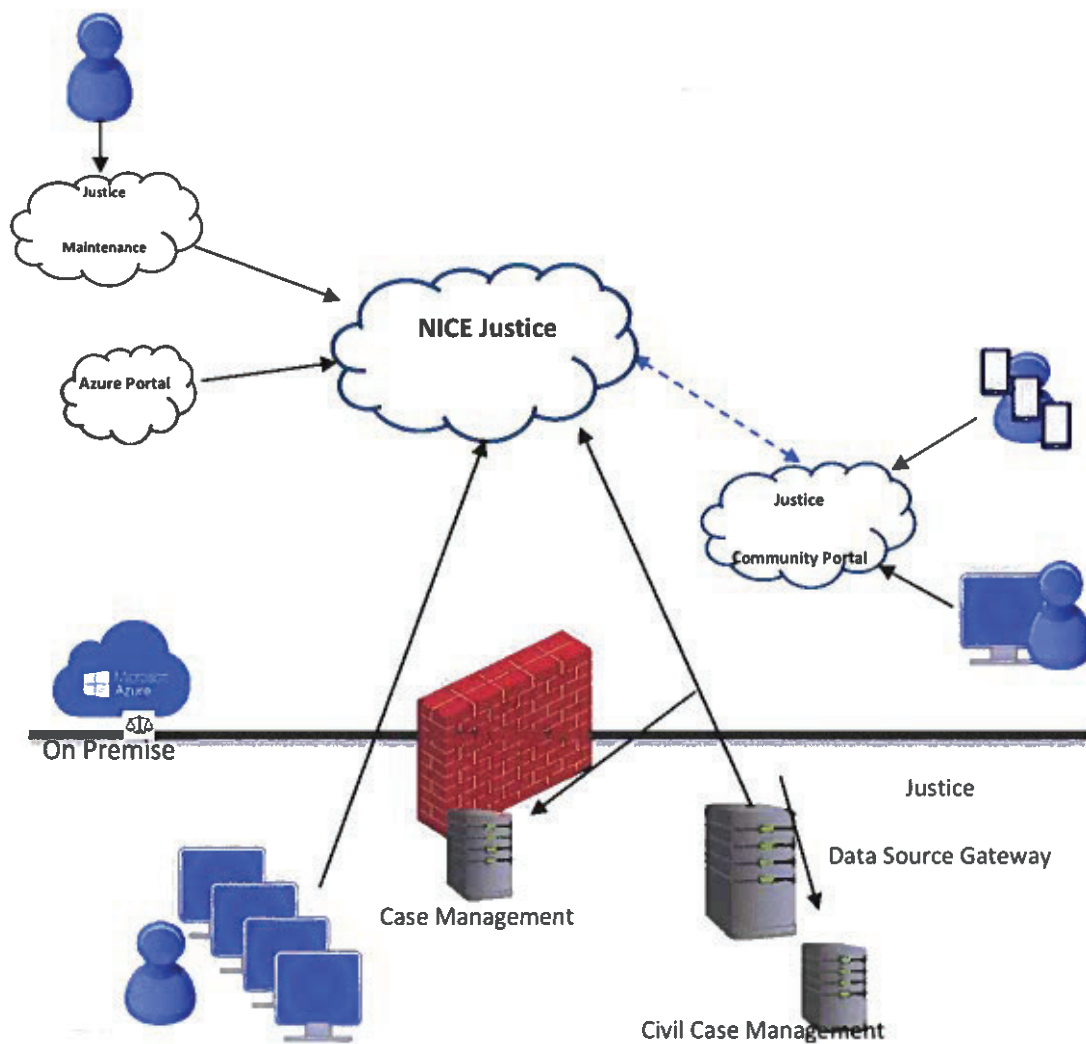
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Figure 1 – High level architecture

The data sources shown are those required for the delivery. Further data sources may be added during the service period as required.

2.1.2 NICE Justice Portals

The **NICE** Justice SaaS solution consists of a number of different portals to provide access for public bodies, Investigators and criminal justice organizations. The portals ordered by Customer, which will be deployed on the Justice SaaS Solution instance are:

- Main **NICE** Justice Portal
- **NICE** Justice Administration Portal
- **NICE** Justice Share via Download Portal
- **NICE** Justice Community portal
    - **NICE** Justice Business Portal
    - **NICE** Justice Public Portal

The **NICE** Justice SaaS Solution will be deployed with the most current version of released software.

2.1.3 Storage

The **NICE** Justice SaaS Solution will be deployed with initial storage capacity as stated in the Order No. 1.

2.1.4 Data Source Gateway (DSG) Specification Requirements

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

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

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

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

2.1.5 External Connections Requirements

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

Table 1: Network port requirements for DSG and client workstations

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

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

External HTTPS connections use FIPS 140-2 security algorithms.

No incoming connections are required from the internet.

2.1.6 Internal Connections Requirements

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

2.1.7 DSG Maintenance and Connections

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

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

2.1.8 Client Connections

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

The NICE Data Source Gateway (DSG) is installed on the Customer network and provides the secure connection point between local data sources, (e.g. CAD, Records, etc.), and the Justice SaaS Solution. It uses a selection of custom integrations, called "DSG connectors", for searching and retrieval of the meta data and media from each individual data source.
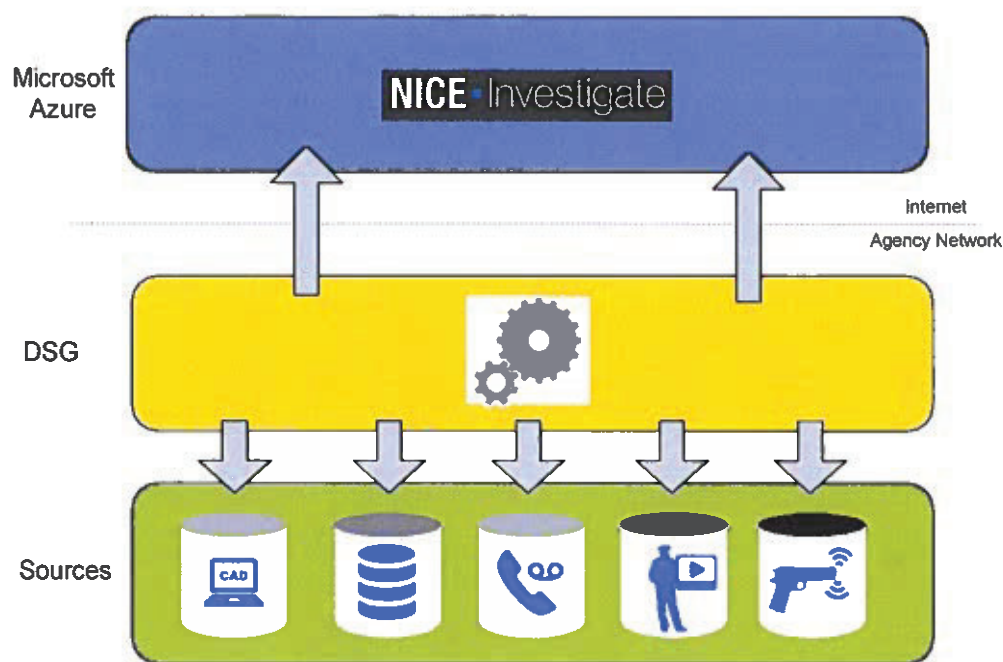
Figure 1 – High Level Architecture Overview

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

2.1.9 Bandwidth requirements

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

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

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

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

Typical examples of bandwidth requirement are provided below.

Assumptions

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

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

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

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

180 days historic ingest (over 4 weeks).

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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

2.1.10.1   Security Management, Access control and User Authentication

NICE recommends utilizing Active Directory with Multi-Factor Authentication (MFA) enabled for authentication and Customer user management. Users, user groups, and user roles may be created and managed in the **NICE** Justice SaaS Solution Administration Portal by a Customer-assigned system administrator.

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

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

2.1.10.2   Virus check

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

2.1.10.3   Data Storage

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

2.1.10.4   Data transport

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

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2.2   Integrations

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

Nice will consider the NICE Justice SaaS Solution to be accessible to the Customer once the integration to the Champaign County SA's Case Management System (Section 2.2.1) is operational.

Full details of the integrations and the data to be collected will be defined in the **NICE** Justice SaaS Solution design document appendices during the technical design phase.

2.2.1 Champaign County SA's Case Management System

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

The NICE Integration will provide:

- The ability for the **NICE** Justice SaaS Solution to create a digital case folder based on the creation of a case folder in Case Management.

- The ability for NICE to extract key case related information such as case ID, plaintiff and defendant details, case status information, related court assignments and details, etc and populate key information in the Justice case folder.

- The ability (if available via API or other mechanism) for the NICE Justice SaaS Solution to write back to Case Management the URL of the case folder once created; and

- The ability to search all key information pulled from the Case management system from within the Justice SaaS Solution.

2.2.2 Champaign County SA's Civil Case Management System

This will be a direct integration to the Civil 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 Justice case (if API or other mechanism allows). This will be a synchronized connection, updating in real time as information is updated in the Case management system.

The NICE Integration will provide:

- The ability for the NICE Justice SaaS Solution to create a digital case folder based on the creation of a case folder in the Civil Case Management System.

- The ability for NICE to extract key case related information such as case ID, plaintiff and defendant details, case status information, related court assignments and details, etc and populate key information in the Justice case folder.

- The ability (if available via API or other mechanism) for the NICE Justice SaaS Solution to write back to the Civil Case Management system the URL of the case folder once created; and

- The ability to search all key information pulled from the Case management system from within the Justice SaaS Solution.

2.2.3 Active Directory

This will be an integration to the Customer's local or Azure active directory service using Federated services. This integration will enable Customer users of the **NICE** Justice SaaS Solution to authenticate using their active directory credentials and NICE

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may also use AD groups to configure users with group and role-based permissions within the Justice SaaS Solution for access control purposes.

2.3   Archive & Retention Rules

Customer defined archive and retention rules can be established based on any metadata characteristic or a combination of characteristics of an evidence item. Each evidence item uploaded to the NICE Justice SaaS Solution will be assigned a retention category and managed by the 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.

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

2.5   Training

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

Training will be delivered in the following formats:

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

2.6   Customer Deployment

To deliver a quality deployment, NICE Project Management uses a five-step delivery approach: Initiation, Planning, Execution (includes training), Closure and Customer Rollout.

2.6.1 Initiation Phase

Objective - to review the objectives, design and scope of the solution as sold to ensure all parties are on the same page
Deliverables
- Identify key project stakeholders
- Review of high-level project plan
- Review of connector capability requirements including all the associated APIs and database access requirements
- Review of site readiness prerequisites such as technical infrastructure, remote access needs

2.6.2 Planning Phase

Objective – to gather detailed requirements for connector development and solution deployment
Deliverables
- Detailed discovery session to include
  - Security
  - Access Control needs
  - DSG vm and bandwidth requirements
- Detailed DSG requirements documents
  - Planning sessions with sessions with database SMEs
- Detailed project plan with timelines for execution
- Defined and documented Justice Access Control policy
- Defined and documented Evidence Storage Retention policy
- Documented Customer Training Plan

2.6.3 Execution Phase

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

2.6.4 Closure and Customer Rollout

Objective - the NICE Justice SaaS Solution will be accessible by Customer.
The following criteria will be used to determine readiness for transition to customer rollout.
- Customer users can logon and access the data within the Justice SaaS Solution that they have been given permission to access.
- Public users (Public and businesses) are able to provide data via the Justice SaaS Solution Community Portal interface.
- External users can access shared information via the Share via Download Portal
- Testing proves that the NICE Justice SaaS Solution is successfully indexing the defined data sources as stated in Section 2.2.

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3.1   NICE Responsibility

Promptly following the execution of this SOW by both Parties, NICE will assign a project manager ("**NICE PM**") in connection with its performance of the Services. The NICE PM will serve as the primary point of contact for NICE in connection with the Services, and will be responsible for working with the Customer team, including the development of a project plan, and NICE's coordination of the Services.

3.1.1   NICE Roles

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

3.2   Customer Obligations

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