

*E-208-19*  
*Amendment*

**Amendment in the Nature of a Substitution for Clerk Item E-208-19**

This Amendment changes language in Schedule 1 of the Agreement so that the County shall pay the subscription fees for Services to the Police Department annually. The agreement is attached hereto. Schedule 1, Invoice Date for Investigate SaaS Solution Initial Subscription Term was changed from "Go-Live Date" to "Upon the Go-Live Date Anniversary, Accordingly."

RECEIVED  
MASSACHUSETTS  
CLERK OF THE SUPERIOR  
COURT  
2019 NOV 18 P 12:07



*E-208-19*  
*Amendment*

**NIFS ID:CQPD19000004 Department: Police Dept.**

**Capital:**

SERVICE: Digital evidence management

Contract ID #:CQPD19000004 NIFS Entry Date: 28-OCT-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>NICE Systems, Inc.</b>	Vendor ID#: <b>770250126</b>
Address: 221 River St., 10th Floor	Contact Person: Rod Guy
Hoboken, NJ 07030	
	Phone: rod.guy@nice.com

<b>Department:</b>
Contact Name: Jaclyn Delle
Address: 1 West Street
Mineola, NY 11501
Phone: 516-571-3054

2019 NOV 18 P 12:08  
NASSAU COUNTY  
CLERK OF THE COUNTY

## Routing Slip

Department	NIFS Entry: X	04-NOV-19 -- JDELLEPD
Department	NIFS Approval: X	04-NOV-19 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-NOV-19 -- IQUIRESHI
OMB	NIFS Approval: X	06-NOV-19 -- JNOGID
County Atty.	Insurance Verification: X	06-NOV-19 -- DMCDERMOTT
County Atty.	Approval to Form: X	04-NOV-19 -- DMCDERMOTT
CPO	Approval: X	06-NOV-19 -- KOHAGENCE
DCEC	Approval: X	06-NOV-19 -- JCHIARA

<b>Dep. CE</b>	<b>Approval: X</b>	<b>06-NOV-19 -- TFOX</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>06-NOV-19 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> New contract to provide the Police Department and District Attorney's Office with a single access solution ("NICE Investigate") for digital evidence management that will automate the collection process and integrates content from existing applications and sources into a single digital case folder. The solution will allow the Police Department to share case files with the District Attorney's Office to facilitate discovery and comply with the recent changes to the discovery laws taking effect on January 1, 2020.
<b>Method of Procurement:</b> Sole Source. NICE Systems, Inc. ("NICE") is the owner and manufacturer of NICE Investigate, a unique combination of technology in a quickly deployable solution. The NICE Investigate Data Source Gateway (DSG) software appliance, which is proprietary to NICE, connects to a police department's existing evidence capture platforms and storage locations and automates the collection process to bring all evidence tagged with valid case related identifiers into a centralized storage repository in NICE Investigate.
<b>Procurement History:</b> New contract. Please see method of procurement above.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$1,390,460 total cost. Initial encumbrance of \$239,000 (\$31,000 for District Attorney fees; \$208,000 for Police Department fees).
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH/GEN	Revenue		1	PDPDH1312/DE500	\$ 208,000.00
Control:	PD/DA	Contract:		2	DAGEN1100/DE5A5	\$ 31,000.00
Resp:	1312/1100	County	\$ 239,000.00			\$ 0.00
Object:	DE500/DE5A5	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 239,000.00</b>		<b>TOTAL</b>	<b>\$ 239,000.00</b>
RENEWAL						
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: NICE Systems, Inc.

2. Dollar amount requiring NIFA approval: \$1390460

Amount to be encumbered: \$239000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: Execution - three years

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

New contract to provide the Police Department and District Attorney's Office with a single access solution for digital evidence management that automates the collection process and integrates content from existing applications and sources into a single digital case folder. The solution will allow the Police Department to share case files with the District Attorney's Office to facilitate discovery and comply with the recent criminal justice reforms and changes to the discovery laws taking effect on January 1, 2020.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

06-NOV-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

- To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.            – 2019

A RESOLUTION AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF  
THE POLICE DEPARTMENT AND THE DISTRICT ATTORNEY'S  
OFFICE AND NICE SYSTEMS, INC.

WHEREAS, the County has negotiated a personal services agreement with  
the NICE Systems, Inc. to provide digital evidence management services, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with the NICE Systems, Inc.

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** NICE Systems, Inc. (CQPD19000004)

**CONTRACTOR ADDRESS:** 221 River St., 10th Floor, Hoboken, NJ 07030

**FEDERAL TAX ID #:** 770250126

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

10/29/19  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

John Rennie [ROD.GUY@NICE.COM]

Dated: 09/23/2019 04:34:23 PM

Vendor: NICE Systems, Inc.

Title: General Manager, NICE Public Safety

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Liran Bouskila  
Date of birth:                       
Home address:                       
City:                      State/Province/Terr.:            Zip/Postal:            Country:             
Business Address: 221 River St., 10th Floor  
City: Hoboken State/Province/Terr.: NJ Zip/Postal: 07030 Country:             
Telephone: (551) 256-5547  
Other present address(es):                       
City:                      State/Province/Terr.:            Zip/Postal:            Country:             
Telephone:                       
List of other addresses and telephone numbers attached                     

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>                    </u>	Treasurer	<u>                    </u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>                    </u>	Partner	<u>                    </u>
Vice President	<u>03/05/2018</u>		
(Other)	<u>                    </u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Liran Bouskila , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Liran Bouskila , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

NICE Systems, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Liran Bouskila [LIRAN.BOUSKILA@NICE.COM]

VP Finance

Title

10/02/2019 11:49:48 AM

Date



### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/10/2019

1) Proposer's Legal Name: NICE Systems, Inc.

2) Address of Place of Business: 221 River St., 10th Floor

City: Hoboken State: NJ Zip Code: 07030

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent: \_\_\_\_\_ If other, please provide details: \_\_\_\_\_

4) Dun and Bradstreet number: 01-452-1947

5) Federal I.D. Number:                     

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details: \_\_\_\_\_

NICE Systems, Inc owns Actimize, InContact, NICE Systems Technologies Inc, Nexidia, and Mattersight.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details: \_\_\_\_\_

Global headquarters:

NICE Ltd.

22 Zarhin Street

P.O. Box 690

4310602 Ra'anana

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NICE has an employee handbook that provides a code of conduct for our employees, it also annual anti corruption and anti bribery training on an annual basis for our employees.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

10/10/2019

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

NICE is publicly owned corporation

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

*No officers and directors from this company have been attached.*

1 File(s) Uploaded

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

1500

- vi) Annual revenue of firm;

1444519000

- vii) Summary of relevant accomplishments

When the world's leading companies want to improve their business performance, increase their operational efficiency, prevent financial crime, ensure they're fully compliant or enhance their safety and security, they talk to NICE. Since 1986, NICE (NASDAQ: NICE) has been the recognized leader in these fields, providing solutions which turn both structured and unstructured data into valuable and actionable information. Our success started by capturing interactions and our expertise has evolved into applying analytics on these interactions. Combined with our years of cultivating domain expertise in partnership with our customers, we can help our customers not only understand what's happening in real time, they can predict what will be. NICE has over 6,000 employees and a presence in more

than 150 countries. NICE is regularly recognized for innovation and the value it provides to more than 25,000 customers, including 85 of the Fortune 100. Revenues for 2017 topped \$1 billion.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

33

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See NICE's 20-F filings

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYPD		
Contact Person	Lt. Peter Brower; Commander of the Tapes and Records Unit		
Address	1 Police Plaza		
City	New York	State	NY
Telephone	(646) 610-8825		
Fax #			
E-Mail Address	PETER.BROWER@nypd.org		

Company	Ocean County Sheriff's Office		
Contact Person	Christopher Raimann, Chief PST		
Address	138 Chestnut St		
City	Toms River	State	NJ
Telephone	(732) 244-2418		
Fax #	(732) 914-9125		
E-Mail Address	craimann@co.ocean.nj.us		

Company	Bergen County Department of Public Safety		
Contact Person	John St John		
Address	285 Campgaw Rd		
City	Mahwah	State	NJ
Telephone	(201) 336-7716		
Fax #	(201) 336-7942		
E-Mail Address	StJohn@bcpsoc.com		

I, Liran Bouskila , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Liran Bouskila , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: NICE Systems, Inc.

Electronically signed and certified at the date and time indicated by:  
Liran Bouskila [LIRAN.BOUSKILA@NICE.COM]

VP Finance

Title

10/23/2019 04:33:54 PM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: NICE Systems, Inc.

Address: 221 River St., 10th Floor

City: Hoboken State: NJ Zip Code: 07030

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Public Corp (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  
If none, explain.

NICE is a Publicly Held Corporation. 20-F form is provided.

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See NICE's 20-f filings.

1 File(s) uploaded

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Liran Bouskila [LIRAN.BOUSKILA@NICE.COM]

Dated: 10/17/2019 12:41:26 PM

Title: VP Finance



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**Item 6. Directors, Senior Management and Employees.**

**Item 6A. Directors and Senior Management.**

The following tables set forth, as of March 19, 2019, the name, age and position of each of our directors and executive officers and, in regard to our directors, any of the committees of our board of directors on which they serve and whether any such director is an outside director:

**Members of the Board of Directors**

Name	Age	Position	Audit Committee Member	Compensation Committee Member	Internal Audit Committee Member	Mergers and Acquisitions Committee Member	Nominations Committee Member	Outside Director*
David Kostman	54	Chairman of the Board of Directors	X			X	X	
Rimon Ben-Shaoul	74	Director	X			X		
Dan Falk	74	Director	X	X	X	X	X	X
Yocheved Dvir	66	Director	X	X	X			X
Yehoshua Ehrlich	69	Director				X		
Leo Apotheker	65	Director		X		X		
Joe Cowan	70	Director		X		X		
Zehava Simon	60	Director	X	X	X			X

\*. See Item 6, "Directors, Senior Management and Employees—Board Practices—Outside Directors."

**Members of Management**

Name	Age	Position
Barak Eilam	44	Chief Executive Officer
Beth Gaspich	53	Chief Financial Officer
Eran Liron	51	Executive Vice President, Marketing and Corporate Development
Barry Cooper	48	President, Enterprise Group
Craig Costigan	58	Chief Executive Officer, NICE Actimize
Paul Jarman	49	Chief Executive Officer, NICE inContact
Shiri Neder	43	Executive Vice President, Human Resources
Tali Mirsky	46	Corporate Vice President, General Counsel and Corporate Secretary

**David Kostman** has served as one of our directors for most of the period since 2001 and as our Chairman of the Board since February 2013. Mr. Kostman is currently co-CEO and board member of Outbrain, Inc. and serves on the board of directors of IronSource Ltd. and Tivit S.A. and is a member of Nanoosh LLC. Mr. Kostman is also a former board member of publicly traded Retalix Ltd. (acquired by NCR). From 2006 until 2008, Mr. Kostman was a Managing Director in the investment banking division of Lehman Brothers, heading the Global Internet Group. From April 2003 until July 2006, Mr. Kostman was Chief Operating Officer and then Chief Executive Officer of Delta Galil USA, a subsidiary of publicly traded Delta Galil Industries Ltd. From 2000 until 2002, Mr. Kostman was President of the International Division and Chief Operating Officer of publicly traded VerticalNet Inc. Prior to that Mr. Kostman worked in the investment banking divisions of Lehman Brothers from 1994 to 2000, focusing on the technology and Internet sectors, and NM Rothschild & Sons from 1992 to 1993, focusing on mergers and acquisitions and privatizations. Mr. Kostman holds a Bachelor's degree in Law from Tel Aviv University and a Master's degree in Business Administration from INSEAD.

**Rimon Ben-Shaoul** has served as one of our directors since September 2001. Between 2001 and 2005, Mr. Ben-Shaoul has served as Co-Chairman, President, and Chief Executive Officer of Koonras Technologies Ltd., a technology investment company controlled by LEADER Ltd., an Israeli holding company. Since 2002 Mr. Ben-Shaoul serves as Chairman of Grand AutoMotive LLP. Mr. Ben-Shaoul also served as a director of MIND C.T.I. Ltd., BVR Systems Ltd. and several private companies. In addition, he served as the President and Chief Executive Officer of Polar Communications Ltd., which manages media and communications investments. Mr. Ben-Shaoul also served as the Chairman of T.A.T Technologies Ltd., a public company listed on NASDAQ and TASE. Between 1997 and 2001, Mr. Ben-Shaoul was the President and Chief Executive Officer of Clal Industries and Investments Ltd., one of the largest holding companies in Israel with substantial holdings in the high-tech industry. During that time, Mr. Ben-Shaoul also served as Chairman of the Board of Directors of Clal Electronics Industries Ltd., Scitex Corporation Ltd., and various other companies within the Clal Group. Mr. Ben-Shaoul also served as a director of ECI Telecom Ltd., Fundtech Ltd., Creo Products, Inc. and Nova Measuring Instruments Ltd. From 1985 to 1997, Mr. Ben-Shaoul was President and Chief Executive Officer of Clal Insurance Company Ltd. and a director of the company and its various subsidiaries. Mr. Ben-Shaoul holds a Bachelor's degree in Economics and Statistics and a Master's degree in Business Administration, both from Tel-Aviv University.

**Dan Falk** has served as one of our statutory outside directors since 2001. From 1999 to 2000, Mr. Falk was President and Chief Operating Officer of Sapiens International Corporation N.V. From 1985 to 1999, Mr. Falk served in various positions in Orbotech Ltd., the last of which were Chief Financial Officer and Executive Vice President. From 1973 to 1985, he served in several executive positions in the Israel Discount Bank. Mr. Falk also serves on the board of directors of Ormat Technologies Inc. and Attunity Ltd. and until recently served on the board of directors of Orbotech Ltd. Mr. Falk holds a Bachelor's degree in Economics and Political Science and a Master's degree in Business Administration, both from the Hebrew University, Jerusalem.

**Yocheved Dvir** has served as one of our statutory outside directors since January 2008. Since 2000, Ms. Dvir has served as a strategic advisor in business development affairs to multiple companies and initiatives that were being founded. Ms. Dvir also serves on the board of directors of Menorah Insurance Company and its subsidiary, Xenia Venture Capital and Endeavor Med. She recently served on the boards of Alroy Real Estate, Visa Cal, Trendline Business Information & Communications Ltd., Israel Corporation Ltd., ECI Telecom Ltd., Strauss Industries Ltd., Phoenix Holding and Phoenix Insurance Co. Between 1990 and 2000, Ms. Dvir served as a Senior Vice President of the Migdal Group. Ms. Dvir joined the Migdal Group in 1981 and, until late 2000, held a number of senior financial and managerial positions, including Head of the Group's Economics Department (1986-1988), Head of the Group's Corporate Office from 1989 to 1992, Head of the Group's General Insurance Division and Corporate Office from 1993 to 1997, Group CFO from 1997 to 1999, and Head of the Group's Strategic Development Division and Marketing Array and Risk Manager in 2000. Ms. Dvir holds a Bachelor's degree in Economics and Statistics from the University of Haifa and completed studies towards a second degree in Statistics from the Hebrew University of Jerusalem.

**Yehoshua (Shuki) Ehrlich** has served as one of our directors since September 2012. Mr. Ehrlich is an active social investor, serving as Chairman of "Committed to Give", a group formed by Israeli social investors for promoting philanthropy in Israel and several other social organizations. Mr. Ehrlich also serves as a board member of the American Joint Distribution Committee and a board member of AfterDox, an angels' investment group. Between the years 2000 and 2010, Mr. Ehrlich served as Managing Director at Giza Venture Capital, where he focused on the communications, enterprise software and information technology sectors. Additionally, Mr. Ehrlich had a fifteen-year career with Amdocs, a public software company specializing in billing, CRM, order management systems for telecommunications and Internet service providers. In his last role at Amdocs, Mr. Ehrlich served as Senior Vice President of Business Development. Mr. Ehrlich holds a Bachelor of Science in Mathematics and Computer Science from the Tel Aviv University.

**Leo Apotheker** has served as one of our directors since August 2013. Mr. Apotheker was the Managing Partner and co-founder of Efficiency Capital SAS, a growth capital advisory firm, from 2012 to 2014. From 2010 to 2011, Mr. Apotheker served as Chief Executive Officer of Hewlett Packard. From 2008 to 2010, he served as Chief Executive Officer of SAP AG. In addition, he is currently chairman of the board of Unit4, a leading Dutch software company, and Signavio GmbH, Vice Chairman and Lead Director of Schneider SE, and a member of the board of KMD, P2 Energy Services and Taulia Inc. Mr. Apotheker holds a Bachelor's degree in Economics and International Relations from the Hebrew University of Jerusalem.

**Joe Cowan** has served as one of our directors since August 2013. From October 2013 until September 2017, Mr. Cowan was the CEO and director of Epicor. Since September 2016 Mr. Cowan has been a director of ChannelAdvisor, Inc. and since January 2019 the Chairman of the Board of SAI Global a private company owned by Baring Private Equity Asia. During 2013, Mr. Cowan also served as President of DataDirect Networks, Inc. From 2010 until 2013, Mr. Cowan served as the Chief Executive Officer and President of Online Resources Corp. During 2009, he served as an Operating Executive and Consultant at Vector Capital. From 2007 to 2009, Mr. Cowan served as the Chief Executive Officer of Interwoven Inc. From 2004 to 2006, Mr. Cowan served as the President and Chief Executive Officer of Manugistics Inc. and Manugistics Group Inc. Prior to that, Mr. Cowan served in various senior executive positions, including as the Chief Operating Officer of Baan Co. NV and Avantis GOB NV. He has been a Director of DataDirect Networks, Inc. between 2011 and February 2013. Mr. Cowan has also served on the boards of various publicly traded companies, including ChannelAdvisor Inc., Interwoven Inc., Online Resources Corporation, Manugistics Group Inc. and Blackboard Inc., as well as several private companies. Mr. Cowan holds a M.S. degree in Electrical Engineering from Arizona State University and holds a B.S. degree in Electrical Engineering from Auburn University.

**Zehava Simon** has served as one of our statutory outside directors since July 2015. Ms. Simon served as a Vice President of BMC Software Inc. from 2000 until 2013, most recently as Vice President of Corporate Development. From 2002 to 2011, Ms. Simon also served as Vice President and General Manager of BMC Software in Israel. Prior to that, Ms. Simon held various positions at Intel Israel, which she joined in 1982, including acting as leader of Finance and Operations and Business Development for Intel in Israel. Ms. Simon is currently a board member of Audiocodes, a public company traded on NASDAQ and TASE, Nova Measurements, a publicly-traded company on NASDAQ and TASE, and Amiad Water Systems, a public company traded on the London Stock Exchange. Ms. Simon is a former member of the board of directors of Insightec Ltd., M-Systems Ltd. (acquired by SanDisk Corp.) and Tower Semiconductor Ltd. Ms. Simon holds a B.A. in Social Sciences from the Hebrew University, Jerusalem, a law degree (LL.B.) from the Interdisciplinary Center in Herzliya and an M.A. in Business and Management from Boston University.

**Barak Eilam** has served as Chief Executive Officer since April 2014. In his previous position with NICE, Mr. Eilam was President of our American division from July 2012 to March 2014. Prior to that, Mr. Eilam was the head of sales and the general manager of the Enterprise Group in the Americas. From 2007 to 2009, Mr. Eilam founded and served as the general manager of the NICE Interaction Analytics Global Business Unit. Mr. Eilam has also served in a variety of executive positions within NICE, managing different aspects of the business in product development, sales and product management. Before joining NICE in 1999, Mr. Eilam was an officer for an elite intelligence unit in the Israeli defense forces. Mr. Eilam holds a Bachelor's degree in Electrical and Electronics Engineering from Tel Aviv University.

**Beth Gaspich** has served as our Chief Financial Officer since October 2016. Ms. Gaspich joined NICE as CFO of the Financial Crime and Compliance division NICE Actimize in September 2011, where she was responsible for finance, legal and business operations. Prior to joining NICE, she was Chief Financial Officer for Archive Systems, Inc., a privately held document management software provider. She also served as Vice President of Finance at RiskMetrics Group, Inc., a cloud-based risk management software company. Ms. Gaspich was one of the founding members of RiskMetrics Group and assisted in taking the company through a successful public offering on the NYSE in January 2008. Prior to that, Ms. Gaspich held several other senior positions throughout her career at large global financial institutions, including JP Morgan and Price Waterhouse. Ms. Gaspich holds a B.A. in Accounting from the University of Missouri.

**Eran Liron** has served as our Executive Vice President, Marketing and Corporate Development since October 2013, and as Executive Vice President, Corporate Development since February 2006. From 2004 to 2006, he served as Director of Corporate Development at Mercury Interactive Corporation, a software company, and prior thereto he held several business development positions at Mercury Interactive. Before joining Mercury, Mr. Liron served in several marketing roles at software startups and at Tower Semiconductor. Mr. Liron holds a Bachelor of Science degree from the Technion – Israel Institute of Technology and a Doctorate in Business from the Stanford Graduate School of Business in California.

**Barry Cooper** has been with NICE since 2011 and serves as our Enterprise Group President as of January 2019. From May 2016 until December 2018, he served as our Chief Operating Officer (COO). Prior to serving as COO, Mr. Cooper served as Vice President, Business Operations for APAC from March 2011 until June 2013, and as of July 2013 and until assuming the role of COO, he served as Executive Vice President, Professional Services and Cloud. Prior to joining NICE, Mr. Cooper was a Management Consultant at Accenture; the Head of Customer Service, IT and Billing at Time Telekom, Malaysia; and Vice President of Professional Services, APAC for CSG Systems, later Comverse. Mr. Cooper holds a First Class Bachelor of Computer Science and Mathematics with Honors from Salford University in the United Kingdom.

**Craig Costigan** has served as NICE Actimize CEO since November 2018. From 2016 to 2018, he served as President of Capital Markets & Credit at Fidelity National Information Services Inc. (FIS), where he managed a team of approximately 4,000 staff worldwide, overseeing risk, compliance, credit, security finance, securities processing and market data solutions and services for over 2,000 banks, broker dealers, investment firms, hedge funds, insurance companies and clients in the financial market. Prior to that, Craig served as President of the Risk, Compliance and Global Securities Business at SunGard. Craig holds a BS in Economics from Northeastern University.

**Paul Jarman** has served as NICE inContact CEO since November 2016 and served as inContact CEO from January 2005 until we acquired inContact. From December 2002 until becoming CEO in January 2005, Mr. Jarman served as inContact's President. Prior to December 2002, he served as inContact's Executive Vice President. Mr. Jarman was instrumental in guiding inContact from its roots in telecommunications to its strategic offering of cloud-based contact center solutions and has been a part of every major enhancement the company has made since 1997. Mr. Jarman led inContact's listing on NASDAQ. Prior to joining inContact, he was an executive with HealthRider, Inc. Mr. Jarman holds a Bachelor of Science degree in Accounting from the University of Utah.

Shiri Neder has served as our Executive Vice President, Human Resource since February 2018. Prior to joining NICE, Ms. Neder was the Corporate Vice President, Head of Human Resources at Nova Measuring Instruments. Prior to that, Shiri worked at Amdocs as Vice President, Human Resources for the Product and Delivery organizations and served as head of Amdocs' Talent Development organization. In addition, Shiri has held positions at Microsoft where she established the Human Resources function for the Telecom division as well as served as Regional Senior Human Resources Manager for the EMEA region. Ms. Neder holds a B.A. in Social Science and an M.A. in Law from Bar Ilan University.

Tali Mirsky has served as our Corporate Vice President, General Counsel and Corporate Secretary since March 2018. From 2010 to early 2018, she served as Global Vice President of Legal Affairs and Corporate Secretary at Frutarom Industries Ltd., where she led the company's M&A transactions in addition to managing the company's legal department and handling all legal matters and corporate and securities related items. Prior to that, Tali served as Vice President, General Counsel and Corporate Secretary of Alvarion, led Business and Legal Affairs at Nicast and Midbar Tech and was an associate with Naschitz Brandes & Co law office. She holds an LL.B. in Law and Business Administration from IDC, Herzliya and is admitted to practice law in Israel.

There are no family relationships between any of the directors or executive officers named above.

In November 2018, Mr. Joseph Friscia retired from his position as President, NICE-Actimize.

In January 2019, Mr. Miki Migdal retired from his position as President, Enterprise Product Group, and Mr. Barry Cooper, who was then serving as the Company's Chief Operating Officer, assumed the position of President, Enterprise Group with immediate effect.

In February 2019, Ms. Hagit Ynon retired from her position as Corporate Vice President, Finance.

**Item 6B. Compensation.**

**(a) Aggregate Executive Compensation**

The aggregate compensation paid to or accrued on behalf of all our directors and executive officers as a group of 19 persons during 2018 consisted of approximately \$9.0 million in salary, fees, bonus, commissions and directors' fees and approximately \$0.7 million in amounts set aside or accrued to provide pension, retirement or similar benefits, but excluding amounts we expended for automobiles made available to our officers, expenses (including business travel, professional and business association dues and expenses) reimbursed to our officers and other fringe benefits commonly reimbursed or paid by companies in Israel.

We have a performance-based bonus plan for our executive management team. The plan is based on our overall performance, the particular unit performance, individual performance and the results of the customer satisfaction survey conducted annually. The measurements can change year over year and are a combination of financial parameters, including revenues, booking and operating income. The plan is reviewed and approved by our Board of Directors annually, as is any bonus payment under the plan.

During 2018, our officers and directors received, in the aggregate, (i) options to purchase 108,175 ordinary shares, that include 63,927 options with an exercise price equal to the par value of the ordinary shares (the "par value options"), and (ii) 361,009 restricted share units, under our equity based compensation plans. The options (other than the par value options) have a weighted average price of \$96.74 and all options will expire six years after the date of grant. The restricted shares units are granted at par value of the ordinary shares. For information regarding our option exchange program, see "Share Ownership—Option Exchanges and Price Adjustment" below.

## Organizational Structure

The following is a list of our significant subsidiaries, including the name and country of incorporation or residence. Each of our significant subsidiaries is wholly-owned by us.

Name of Subsidiary	Country of Incorporation or Residence
Nice Systems Australia PTY Ltd.	Australia
NICE Systems Technologies Brasil LTDA	Brazil
NICE Systems Canada Ltd.	Canada
Nice Systems China Ltd.	China
Nice France S.A.R.L.	France
NICE Systems GmbH	Germany
NICE APAC Ltd.	Hong Kong
NICE Systems Kft	Hungary
Nice Interactive Solutions India Private Ltd.	India
Nice Technologies Ltd.	Ireland
Actimize Ltd.	Israel
Nice Japan Ltd.	Japan
NICE Technologies Mexico S.R.L.	Mexico
NICE Netherlands B.V.	Netherlands
Nice Systems (Singapore) Pte. Ltd.	Singapore
Nice Switzerland AG	Switzerland
Actimize UK Limited	United Kingdom
NICE Systems Technologies UK Limited	United Kingdom
NICE Systems UK Ltd.	United Kingdom
Actimize Inc.	United States
Nice Systems Inc.	United States
Nice Systems Latin America, Inc.	United States
Nice Systems Technologies Inc.	United States
Mattersight Corporation	United States
Nexidia Inc.	United States
inContact Inc.	United States
inContact Bolivia S.R.L.	Bolivia
inContact Philippines Inc.	Philippines

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 ("Police Department" or "PD"), and the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 ("District Attorney" or "DA") (collectively, the "Department" or "Customer") and (ii) NICE Systems, Inc., having an office at 221 River Street, 10<sup>th</sup> Floor, Hoboken, New Jersey 07030 (the "Contractor" or "NICE") (each, County and Contractor or NICE, a "Party", collectively, the "Parties").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Agreement.

2. **Services.** The Services (as defined in Appendix A, the "Rider," attached hereto and incorporated by reference) to be provided by the Contractor under this Agreement shall consist of the licensing, maintenance, and support of the NICE Investigate Software as a Service, as more fully described in the Rider, and pursuant to (a) the applicable Attachment or Schedule (as defined in the Rider) and (b) the professional Services, such professional Services being more fully described in the corresponding Statement of Work (as defined in the Rider).



3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be the aggregate of the amounts set forth in Schedules 1 and 2, attached hereto and incorporated by reference.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the maximum amount throughout the term of this Agreement.

(c) Invoicing. Contractor shall invoice County as provided in the applicable Attachment or Schedule. Any expenses pre-approved by the Department including reasonable out-of-pocket travel expenses shall be invoiced by the Contractor monthly in arrears. Payments shall be made to the Contractor in full within thirty (30) days following County's receipt of Contractor's invoice and shall be made by the County in U.S. dollars.

(d) Vouchers; Voucher Review, Approval and Audit. Payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Services provided and the payment requested as consideration for such Services, (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed; and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all

applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. For the avoidance of doubt, for the purposes of Appendix EE, the term "County Contract" is hereby deemed to include this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered

into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all third party claims ("Third Party Claims") resulting in liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) and damages ("Losses"), arising out of or in connection with the grossly negligent acts or willful misconduct of the Contractor or a Contractor Agent in the course of performing Services under this Agreement; provided, however, that the Contractor shall not be responsible for

that portion, if any, of a Loss that is caused by the negligence of the County.

(b) **Patent/Copyright Infringement Indemnity** – Contractor shall indemnify, defend, and hold harmless the County from and against Losses resulting from or arising out of Third Party Claims of patent or copyright infringement subject to the terms and conditions set forth in Section 5 of the Rider

(c) Subject to the County's notification to Contractor in accordance with Section 5.3 of the Rider, the Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all Third Party Claims which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy Losses determined as part of a final judgment or decree by a court of competent jurisdiction in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Section 8, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement, subject to the terms of this Section 8.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance.** (a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall include "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim and in the aggregate (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) **Acceptability; Deductibles; Subcontractors.** All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry suitable insurance depending on the nature and scope of the services.

(c) **Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Prior to the date of any expiration or renewal of, any insurance required hereunder, and upon the County's request, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain

Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void, provided that, a mutually signed SOW or Schedule shall constitute County's written consent of Contractor's use of subcontractors as set forth in such SOW or Schedule. The failure of a Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. Notwithstanding anything to the contrary contained in the forgoing, County acknowledges and agrees that Contractor may use a combination of its employees and subcontractors for the performance of certain Services under this Agreement.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days' written notice to the Contractor prior to the anniversary of the Go-Live Date of the Initial Subscription Term, as set forth in the Cloud Services Attachment, attached to and incorporated into the Rider, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. Upon mutual written agreement, in connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement.

(d) Any provision of this Agreement, the Rider, any Attachment, SOW or Schedule that contemplates performance or observance subsequent to a termination of the Attachment, SOW or

Schedule, and any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement, then such provision of the Agreement, the Rider and any Attachment, SOW or Schedule shall survive its termination.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenience. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or

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made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained,

including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

NICE Systems, Inc.

By: 

Name: Charles Wooten

Title: EV/P

Date: 10/16/19

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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

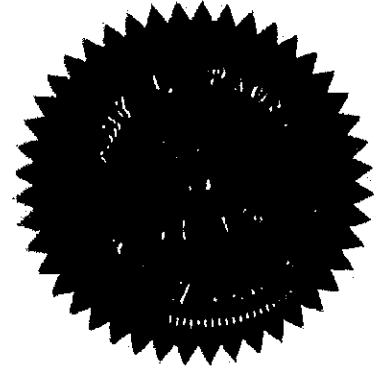
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
)

On the 16 day of October in the year 2019 before me personally came Christopher Wooten to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~<sup>works</sup> in the County of Hudson; that he or she is the EVP, NICE Vertical Market of NICE, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Amy H. Roe

**AMY L. PAONE**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUN 18, 2020

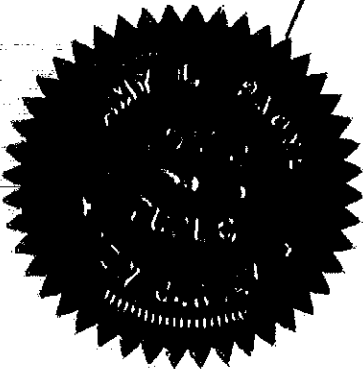


STATE OF NEW YORK)  
 )ss.:  
 COUNTY OF NASSAU )

On the 16 day of October in the year 2019 before me personally came Christopher Wooten to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~ <sup>lives</sup> in the County of Hudson; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC  
Amey H. Love.

**AMY L. PAONE**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES JUN 18, 2020**



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The <sup>EVP</sup>chief executive officer of the Contractor is:

CHARLES WOOTEN (Name)

221 RIVER ST. HOBOKEN, NJ 07030 (Address)

703-989-9491 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor has NOT <sup>has not</sup> been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has NOT <sup>has not</sup> been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:



5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

10/16/19

Signature of ~~Chief Executive Officer~~ *EVP*

*CHRIS WOOTEN*  
Name of ~~Chief Executive Officer~~ *EVP*

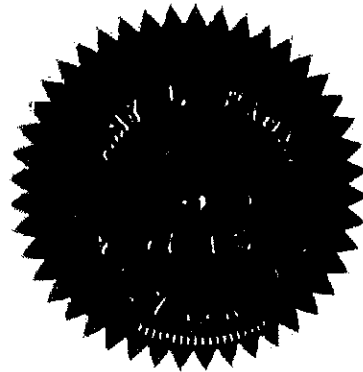
Sworn to before me this

16 day of October, 2019.

Notary Public

*Amy L. Paone*

**AMY L. PAONE**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUN 18, 2020



## **Appendix A**

Rider to Services Agreement  
Between Nassau County and NICE Systems, Inc.

This appendix A is attached to the Contract for Services ("Agreement"), and provides additional transactional terms and conditions by and between the Parties ("Rider"),

**1. DEFINITIONS. FOR PURPOSES OF THIS RIDER, THE TERMS LISTED BELOW SHALL HAVE THE FOLLOWING MEANINGS:**

1.1 **"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.

1.2 **"Attachment(s)"** mean the supplemental documents to this Rider signed by the Parties and containing additional terms and conditions that will govern the acquisition of a particular type of Service.

1.3 **"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 Rider, on or after the Effective Date of this Master Relationship Rider, 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. Notwithstanding the foregoing, if the Parties entered into a confidentiality/non-disclosure agreement prior to the Effective Date, the information disclosed under such agreement shall be deemed to be Confidential Information hereunder.

1.4 **"Documentation"** means the applicable specifications and user documentation accompanying Contractor Cloud Services, as may be further defined in an Attachment.

1.5 **"Fees"** means collectively, the fees for Services.

1.6 **"Schedule(s)"** means a document executed by the Parties and governed by the Agreement and this Rider, which details the Services being purchased by Customer. Schedules will be numbered sequentially (e.g. Schedule 1, Schedule 2). Customer purchase orders, if any, are provided for administrative purposes only. Any preprinted terms on Customer purchase orders will not add to, modify, or have any effect on the terms of the Agreement or this Rider and are hereby rejected.

1.7 **"Services"** means the consulting, installation, implementation, training, maintenance, hosting, software-as-a-service or other services to be provided by Contractor pursuant to the Agreement or this Rider as may be set forth in a SOW or an Attachment.

1.8 **"Software"** means Supplier's proprietary software made accessible via the Cloud Services.

1.9 **"Statement of Work" or "SOW"** means a document executed by the Parties pursuant to the Agreement, which describes, the Services to be provided by Contractor under an applicable Attachment. If the Parties agree, an SOW may be incorporated into a mutually executed Schedule. An SOW may be modified upon the mutual written agreement of the Department and Contractor, provided that such modification does not increase the total cost, or maximum amount, of the Agreement.

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**2. ORDERING PROCEDURE. THE PARTIES AGREE THAT THE AGREEMENT AND THIS RIDER GOVERNS TRANSACTIONS WHEREBY CUSTOMER MAY PROCURE SERVICES BY THE PARTIES ENTERING A SCHEDULE. EACH PURCHASE OF SERVICES MAY ALSO BE EVIDENCED BY A SOW.**

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**3. Warranty Disclaimer.**

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

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**4. CONFIDENTIAL INFORMATION.**

4.1 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 the 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.

4.2 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 the 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 the 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.

4.3 The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to its and its Affiliates' officers, directors, employees, professional advisors, or subcontractors (collectively, "**Representatives**") who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in the Agreement. Prior to such disclosure, the Receiving Party will inform such Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. Without limiting the effect of the previous sentences in this Section 4.3, the Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 4 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.

4.4 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.

4.5 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.

4.6 All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by Contractor under the Agreement (such as records or information) shall remain the sole property of the County, will be deemed Confidential Information and will be held in confidence in accordance with the Agreement. Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with the Agreement.

4.7 In the event of termination or expiration of this Agreement, 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. For the avoidance of doubt, the forgoing specifically excludes the return or destruction of Content, which is explicitly described in Section 8.5 of the Cloud Services Attachment.

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## 5. INDEMNIFICATION.

5.1 Contractor shall indemnify, defend, and hold harmless Customer from and against any loss, cost, expense, or liability ("Losses") resulting from or arising out of a claim brought by a third party ("Third Party Claim") against Customer to the extent that such Third Party Claim alleges the infringement of such third party's U.S. patent or copyright by a Software or Service. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customer and implemented by Contractor at Customer's request; (b) the Software or Service 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 Contractor in writing; (c) the modification to a Software or Service by any person or entity other than Contractor; or (d) use of a Software or Service other than in accordance with its Documentation.

5.2 If a Third Party Claim for which Customer is entitled to be indemnified under Section 5.1 above has occurred, or in Contractor's opinion is likely to occur, Contractor shall, at Contractor's expense, do one of the following: (a) procure for Customer the right to continue using the affected Software or Service; (b) replace with non-infringing alternates or modify the relevant Software or Service 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 depreciated or 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 Service and refund any prepaid Fees applicable to the period after the Service has ceased. The collective obligations of Contractor pursuant to Section 5.1 and this Section 5.2 state the sole and exclusive liability of Contractor, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

5.3 Promptly after Customer obtains knowledge of the existence or commencement of a Third Party Claim for which it is entitled to be indemnified under Section 5.1 above, Customer will notify Contractor of such Third Party Claim in writing, provided, however, that any failure to give

such notice will not waive any rights of Customer except to the extent that the rights of Contractor are actually prejudiced or liability increased thereby. Contractor will have exclusive control of the defense and settlement of such Third Party Claim; provided, however, that Customer may join in the defense and settlement of such Third Party Claim and employ counsel at its own expense, and will reasonably cooperate with Contractor in the defense and settlement of such Third Party Claim. Contractor may settle any Third Party Claim without Customer's written consent unless such settlement: (a) does not include a release of all covered claims pending against Customer; (b) contains an admission of liability or wrongdoing by Customer; or (c) imposes any obligations upon Customer other than an obligation to cease using any infringing items.

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## **6. LIMITATION OF LIABILITY.**

6.1 SUBJECT TO SECTION 6.2 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 PURCHASE ORDER OR SOW UNDER WHICH SUCH LIABILITY AROSE.

6.2 The limitations in Section 6.1 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 4 above; (b) Contractor's indemnification obligations pursuant to Section 5 above; or (c) either Party's indemnification obligations as set forth in the Contract for Services or an Attachment.

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## **7. GENERAL PROVISIONS.**

7.1 Upon reasonable prior written notice to Customer, Contractor shall have the right to audit Customer's compliance with the terms of this Rider, including the inspection of any systems, servers or locations where the Software is installed or where Services are hosted, accessed or used by Customer ("Compliance Audit(s)"). Compliance Audits shall be performed during Customer's normal business hours. Unless otherwise agreed by the Parties, each Compliance Audit shall be completed within ten (10) days following Contractor's delivery of notice to Customer, and Customer shall, in good faith cooperate and assist Contractor with the completion of such Compliance Audit. If

a Compliance Audit reveals that Customer's use of the Software or Services (as applicable) is in excess of the Software or Services purchased, Contractor shall invoice Customer and Customer shall, within thirty (30) days after the date of Customer's receipt of Contractor's invoice, make payment to Contractor for such additional Software or Services.

7.2 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 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.

7.3 Neither Party shall be deemed to be in default of any provision of the Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, or act of government (each a "Force Majeure Event"). Such Force Majeure Event, to the extent it prevents a Party's performance or any other undertaking under the 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.

7.4 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 the 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.

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

7.6 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.

7.7 Contractor and Customer agree that they will individually obtain any export licenses that may be required under applicable U.S. laws prior to any export or re-export of Services or information provided under the Agreement.

7.8 No provision of the 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.

7.9 In the event of any conflict or inconsistency between the terms of:

(a) this Rider, and the Contract for Services, the terms of the Contract for Services shall prevail,

(b) this Rider and an Attachment, the attachment shall prevail:

(c) an Attachment and a Schedule, the Schedule shall prevail;

(d) an Attachment or Schedule and an SOW, the Schedule shall except to the extent that:

(i) an Attachment, Schedule or SOW specifically states that specified terms in the Attachment, Schedule or SOW supersede specified terms of the Attachment, Schedule, SOW, Contract for Services and/or Rider (as the case may be), in which case such superseding terms will apply only to that Attachment, Schedule or SOW, or

(ii) a SOW specifically states that specified terms in that SOW supersede specified terms of the applicable Attachment or Schedule, in which case such superseding terms will apply only to that SOW.

7.10 Following the execution of the Contract for Services by both Parties, Contractor shall have the right to issue a press release regarding its relationship with Customer (the "**Press Release**"). Contractor 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 Contractor with any proposed changes to the Press Release. Notwithstanding anything to the contrary contained herein, Contractor 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.

## Cloud Services Attachment

This Cloud Services Attachment ("**CSA**") is entered into by and between NICE Systems, Inc. ("**Contractor**") and Nassau County ("**Customer**") as of and the Effective Date of the Contract for Services. Except as otherwise set forth herein, defined terms used in this CSA shall have the meanings provided in the Rider.

This CSA governs Customer's purchase of Cloud Services where Customer shall subscribe to the Investigate Software -as-a service SaaS Solution.

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

1.1 **"Added Cloud Components"** means additional Components to Software purchased by Customer during the Subscription Term.

1.2 **"Cloud Service(s)"** means the SaaS Solutions.

1.3 **"Component(s)"** means the licensing metrics of Software identified in a Schedule.

1.4 **"Content"** means data provided by, or on behalf of, Customer in connection with a Cloud Service.

1.5 **"Go-Live Date"** means the date corresponding to the earlier of: (a) the date of Contractor's notice to Customer that the Cloud Services or any Added Cloud Components are available for use by Customer; or (b) three (3) months following the effective date of the particular Schedule for Cloud Services.

1.6 **"Hosting Environment"** means the secure infrastructure, technology, and operating environment provided by Contractor for the Software and hosting Content.

1.7 **"Professional Services"** means the configuration, implementation, business consulting, or training services that may be provided by Contractor pursuant to this CSA, as may be set forth in a Statement of Work or Schedule.

1.8 **"SaaS Solution(s)"** means a software-as-a-Service solution provided by Contractor as a subscription based Service to access the Software via the Hosting Environment.

1.9 **"Set-Up Fee(s)"** means the Fee to be paid by Customer for the set-up of the Hosting Environment.

2. **Schedules for Cloud Services.** Commencing on the Go-Live Date and for the duration of the Subscription Term, Contractor will provide the applicable Cloud Services that Customer has purchased from Contractor. Each Schedule for Cloud Services shall specify the: (a) type of Software; (b) type of Cloud Service; (c) type and quantities of Components; (d) duration of the Subscription Term; (e) Set-up Fees, if any; (f) Professional Services Fees, if any; and (g) any applicable maintenance Services and the Fees and the duration of such maintenance Services.

3. **Ownership Rights.**

3.1 **By Contractor.** As between Contractor and Customer, Contractor has sole ownership of all intellectual property rights in and to: (a) the Cloud Services, the Software, and Documentation; (b) the trademarks, service marks, and trade names associated with the Software and Cloud Services; and (c) all other Contractor supplied material developed for use in connection with the Software or the Cloud Services generally, exclusive of the Content. In addition, Contractor shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Cloud Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including employees and/ or independent Agent of Customer, relating to the operation of the Cloud Services. Any rights not expressly granted herein are reserved by Contractor.

3.2 **By Customer.** As between Contractor and Customer, Customer has sole ownership of the Content, including all intellectual property rights related thereto. During the Subscription Term, Customer grants to Contractor a limited, non-exclusive, non-sub licensable, non-transferable license to use, copy, store and display the Content solely to the extent necessary to provide the Cloud Services to Customer.

3.3 **Use of Data.** By executing any Schedule, Customer consents and agrees to the collection and use of certain information about Customer and Customer's use of the Cloud Services in accordance with Contractor's Privacy Policy located at [www.nice.com/websites/evolvewfm/privacy-policy.html](http://www.nice.com/websites/evolvewfm/privacy-policy.html). Customer further consents and agrees that Contractor may collect, use, transmit, process and maintain information related to Customer's account and any registered devices or computers for the purposes of providing the Services. As such, Contractor may collect technical, aggregate statistics, sales, and traffic patterns related to or resulting from Customer's use of the Cloud Services that may be used by Contractor to support, improve, and enhance the Cloud Services. Contractor will not sell, rent, or lease Customers' personally identifiable information to others. Customer acknowledges and consents that Contractor may share the Content with the Hosting Provider set forth in the Schedule that are acting on Contractor's behalf. Contractor reserves the right to use Content to investigate and help address and/or prevent actual or potential unlawful activity that threatens Contractor. Upon the request of a government agency, law enforcement agency, court or as otherwise required by law, Contractor may disclose Content.

4. **License to the Cloud Services.** During the Subscription Term, and subject to the terms of this CSA, Contractor grants to Customer a non-exclusive, non-transferable, license to access the Cloud Services for Customer's internal business purposes, together with the Documentation, to support the Components for which Customer has paid the associated Fees. No title or ownership of the Software, Cloud Services or Documentation is transferred to Customer by virtue of this CSA. The Software, Cloud Services, Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein are owned or licensed for distribution by Contractor. The Software, Cloud Services and Documentation contain material that is protected by United States copyright law and trade secret law. All rights not expressly granted to Customer herein are reserved to Contractor. Customer shall not remove any proprietary notice of Contractor from any copy of the Documentation. Customer may make a reasonable number of copies of the Documentation for Customer's internal business purposes, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by Contractor.

5. **Restrictions on Access and Use of the Cloud Services.** Customer shall not: (a) lease, loan, rent, sell, resell, license, sublicense, transfer, assign, distribute, or make the Cloud Services, or any part thereof, available to any third party in any way, or otherwise use the Cloud Services on a service bureau basis; (b) use the Cloud Services for any purpose other than Customer's internal business; (c) use the Cloud Services to create, edit, or display materials or content other than the Content; (d) modify or create any derivative product, service or work based upon the Software or Cloud Services; (e) create any unauthorized Internet "links" to the Software or Cloud Services or "frame" or "mirror" any content of the Software or Cloud Services on any other server or wireless or Internet-based device; (f) reverse engineer or access the Software or Cloud Services in order to (i) build or create a competitive product or service, (ii) build or create a product or services using similar ideas, features, functions or graphics of the Software or Cloud Services; or (g) copy any ideas, features, functions or graphics of the Software or Cloud Services. Customer is solely responsible to monitor Customer's use of the Cloud Services for possible unlawful or fraudulent usage, and shall notify Contractor immediately if it becomes aware or has reason to believe that Cloud Services are being stolen or fraudulently used. Customer acknowledges and agrees that its failure to notify Contractor may result in the termination or suspension of the Cloud Services and additional charges to Customer.

6. **Invoicing.**

6.1 Contractor shall invoice Customer as follows: (a) for Set-Up Fees, on the effective date of the Schedule; (b) for the Cloud Services, to be provided during the Initial Subscription Term, as well as for any Added Cloud Components, upon the date specified in the applicable Schedule.

6.2 **Professional Services.** Professional Services will be invoiced monthly in arrears to the extent the professional Services are provided on a time and material basis and upon completion of such professional Services to the extent the professional Services are provided on a fixed price basis. The cost for such professional Services shall be subject to the prior written approval of the Department. Notwithstanding the foregoing, any professional Services that result in an increase to the cost, or maximum amount of this Agreement will require an amendment to this Agreement.

6.3 Notwithstanding anything stated to the contrary in the Agreement or the Rider, the Cloud Services are non-cancelable by Customer, except with respect to an uncured material breach by Contractor in accordance with Section 11 of the Contract for Services. If Customer elects to cease using the Cloud Services during the Subscription Term, Customer shall: (i) continue to be liable for payment of the Cloud Services Fees; and (ii) not be entitled to any refund of any pre-paid Cloud Services.

7. **Warranty.**

7.1 **Contractor Warranties.** During the Subscription Term, Contractor warrants to Customer that: (a) Contractor is the owner or authorized distributor of the Software and Documentation and has the right and authority to supply the Cloud Services in accordance with this CSA; (b) the Software running in the Production (as defined in Exhibit 1) environment of the Cloud Services does not contain any virus or disabling code knowingly introduced by Contractor; and (c) all professional Services performed pursuant to this CSA will be performed in a professional and

workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.

7.2 Sole Remedies. Customer's sole and exclusive remedies for Contractor's breach of the warranties in Section 7.1 above, are as follows: (a) for a breach of the warranty in Section 7.1(a), the indemnity in Section 8 of the Contract for Services; (b) for a breach of the warranty in Section 7.1(b), the prompt removal by Contractor of any such virus or disabling code at Contractor's sole cost and expense; and (c) for a breach of the warranty in Section 7.1(c), the re-performance by Contractor of the applicable professional Services at Contractor's sole cost and expense.

7.3 Customer Warranties. Customer warrants to Contractor 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 this CSA; (c) Customer shall not use the facilities or capabilities of the Cloud Services to conduct any illegal activity, solicit the performance of any illegal activity, or engage in any other activity which infringes upon the rights of Contractor or any third party; and (d) the use by Customer of the Cloud Services and the Content shall be in compliance with all applicable federal and state laws, rules and regulations, including, as applicable, the Telephone Consumer Protection Act of 1992 ("**TCPA**"), and any other federal or state telecommunications, telemarketing or commercial electronic messaging laws, and that no material advertising the commercial availability or quality of any property, goods or services shall be transmitted to any person without that person's prior knowledge in violation of the TCPA. If Customer breaches any of the warranties contained in this Section, Contractor may, in addition to any other rights it may have in law or equity, exercise its right to suspend or terminate Customer's access to the Cloud Services and Software in accordance with Section 8.3 below.

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

## 8. Subscription Term; Termination

8.1 Subscription Term. The initial term of the Cloud Services shall commence on the Go-Live Date and shall continue for the length of time set forth in the applicable Schedule ("**Initial Subscription Term**"). The Initial Subscription Term shall be automatically extended for an additional period of time equal in length to the then-currently expiring term of the Cloud Services (each a "**Renewal Term**") at Contractor's then-current Fees. The Initial Subscription Term and any

Renewal Term shall be collectively referred to as the "**Subscription Term**". During the Subscription Term the Parties agree that: (i) the CSA alone shall describe the maintenance Services provided by Contractor for the Cloud Services; and (ii) Customer shall remain current on the Fees for maintenance Services. Notwithstanding the foregoing, Customer may, at least sixty (60) days prior to the conclusion of the then-current Subscription Term, advise Contractor in writing that either: (A) Customer does not wish to renew the Subscription Term, in which case Customer's subscription to the Cloud Services shall expire as of the conclusion of the Subscription Term; or (B) Customer desires to renew the Subscription Term for a different length of time than the expiring Subscription Term.

8.2 Added Cloud Components shall be subject to this CSA on the Go-Live Date associated with such Added Cloud Components. Customer will be responsible for any additional Fees associated with any Added Cloud Components, which may include Software license Fees (in the case of the expansion to an existing Hosting Service), Set-up Fees, Cloud Services Fees and professional Services Fees.

8.3 **Suspension by Contractor.** Contractor may suspend Customer's license and access to the Cloud Services subject to the following terms:

(a) In addition to Contractor's rights under the Agreement, if any amounts, which are not the subject of a good faith dispute, remain unpaid for fifteen (15) days after the invoice date due, Contractor may, at its option, suspend Customer's license and access to, and cease providing the Cloud Services (including any maintenance Services) or any professional Services then being performed for Customer until such time as Customer's account is made current.

(b) Contractor may suspend access to the Cloud Services if Contractor has a good-faith reason to believe that Customer is using the Cloud Services in a manner that may cause immediate and ongoing harm to Contractor or to a third party, including actions that violate applicable laws. If Contractor becomes aware of such actions, it will immediately notify Customer of the activity, and either allow Customer to cease the activity, or immediately suspend the Cloud Services. Notwithstanding the foregoing, Contractor may suspend Customer's access to the Cloud Services without notice if it determines that immediate action is warranted to prevent any harm to Contractor, the Cloud Services, or any third party. Contractor will have no liability for suspension or termination of the Cloud Services with or without notice, provided that any such determination was made in good-faith.

8.4 **Resumption of the Cloud Services.** Customer's resumption of access to the Cloud Services following a suspension by Contractor for the reasons set forth in Section 8.3 above shall not extend the then-current Subscription Term. Customer may be subject to a reconnection Fee and applicable retraining Fees, and must pay all Fees prior to such resumption.

8.5 **Effect of Termination.** Upon termination of this CSA, the Agreement or termination or expiration of the Subscription Term: (a) all licenses and rights granted hereunder shall immediately terminate and Customer shall have no right to continue to access or use the Cloud Services; (b) Customer shall pay all outstanding invoices associated with Customer's account; and (c) Contractor shall return Customer's Content and Customer shall reimburse Contractor the actual costs incurred for such return.

9. **Customer Indemnification of Contractor.** Customer shall indemnify, defend, and hold harmless Contractor from and against any Losses resulting from or arising out of any Third Party Claim brought against Contractor to the extent that such Third Party Claim alleges that the Content

or any portion thereof, infringes any intellectual property rights of a third party. Customer shall also indemnify, defend and hold harmless Contractor from and against any Losses or fines or other monetary penalties imposed on Contractor by any regulatory authority resulting from or arising out of any Third Party Claim or other proceeding brought against Contractor to the extent that such Third Party Claim or proceeding alleges violations of any applicable laws, rules and regulations, including, as applicable, the TCPA or any other telecommunications, data privacy, and/or telemarketing laws by the Customer. The indemnification procedure set forth in the Agreement shall also apply to Third Party Claims as described in this Section.

## **Exhibit 1 to the Cloud Services Attachment**

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

**"Availability"** means the availability of a Cloud Service in Production during the Hours of Operation excluding Excusable Downtime.

**"Excusable Downtime"** means and includes: (a) maintenance Services performed during the Maintenance Windows, as defined in this Exhibit; (b) unscheduled maintenance Services performed up to sixteen (16) hours per month; (c) any time spent by Contractor in its performance of any additional services requested by Customer pursuant to Section 3 of this Exhibit 1; (d) Customer-caused outages or disruptions; (e) outages caused by software or hardware not provided or controlled by Contractor; (f) outages caused by disruptions attributable to Force Majeure Events; (g) outages caused by configuration changes not made by Contractor; or (h) any downtime experienced by the Cloud Services in accordance with Section 5 of this Exhibit 1.

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

**"Hours of Operation"** means the timeframe that the Cloud Services will be subject to Availability.

**"Production"** means an operational environment used for the purpose of handling live interactions, data processing, or Customer's fulfillment activities.

**"Standard Hours"** means Monday through Friday 8AM to 5PM, relevant data center local time.

2. **General.** Contractor shall maintain one (1) Production instance of the Cloud Services during the Hours of Operation to meet the service levels, as further described in Exhibit 2. Contractor shall provide the necessary technical infrastructure, and maintenance Services thereof, to deliver the Cloud Services in accordance with the Schedule.

3. **Customer Responsibilities.** During the Subscription Term, Customer shall ensure the following requirements are met:

3.1. Designated Contact shall initiate a request for technical assistance ("**Case(s)**") through the Internet link <http://wiser.nice.com>, or by calling (800) 642-3611.

3.2. Customer shall supply all Content for the Cloud Services and shall be responsible for providing such Content in a form as designated by Contractor (i.e., a form requiring no additional manipulation by Contractor). Contractor reserves the right to reject the Content if it is not "server-ready". Contractor will not validate any of the Content for accuracy, correctness or usability. If Contractor becomes aware that any Content may be obscene, defamatory or fraudulent, violate any law or regulation or infringe any third party intellectual property rights, Contractor shall promptly notify Customer and Customer shall remove such Content. If either Party disputes the removal of any Content, the Parties shall attempt in good faith to resolve such issue, provided that Contractor reserves the right, subject to reasonable notice and opportunity for Customer to cure, to remove any Content at any time from the Cloud Services or to terminate this CSA pursuant to the terms of Section 11 of the Agreement or suspend the Cloud Services pursuant to Section 8.3 of the CSA.

3.3. Customer will assign at least two (2), but not to exceed ten (10), trained Customer personnel who shall be made available to Contractor for any issues in the Cloud Services ("**Designated**").



**Contact(s)**”). Each Designated Contact shall assist, and cooperate with, Contractor, and shall handle issues raised by the Customer subject to the agreed upon support and escalation processes. Customer shall provide Contractor with the names and contact information for all Designated Contacts including any changes from time to time. Prior to contacting Contractor’s helpdesk, Designated Contacts shall: (a) act as a primary point of contact for users of the Cloud Services, Contractor and the Data Source owners; (b) attend to any non-technical issues raised by users; (c) determine technical versus non-technical issues, and resolution of such non-technical issues; and (d) supervise all Cases opened with the Contractor helpdesk, including initiating a helpdesk Case with Contractor and accurately reporting the details of such Cases.

3.4 Customer will provide a mechanism for Customer employees to access the Cloud Services and be responsible for the confidentiality, security, use and unauthorized disclosures, if any, of the login IDs. A login ID or password may be terminated by Customer or by Contractor upon evidence of possible improper use.

3.5 Customer shall cease using the Cloud Services during the Maintenance Windows utilized by Contractor for Cloud Services maintenance.

4. **Releases.** New releases of the Software shall be provided to Customer if and when they are commercially available.

5. **Additional Services or Excessive Utilization.** Any services, which are not specifically included in this CSA and that Customer wishes Contractor to perform shall be at an additional cost to Customer and shall be performed, if at all, pursuant to a separately executed Statement of Work between the Parties. Customer will notify Contractor no less than sixty (60) days prior to any increase in the number of Components that Customer would like to use, and subject to written agreement between the Parties. Customer will be responsible for any additional Fees for such Components which shall be deemed Added Cloud Components in accordance with Section 8.2 of the CSA. Notwithstanding the foregoing, any additional services or excessive utilization that result in an increase to the cost, or maximum amount, of this Agreement will require an amendment to this Agreement.

6. **Exclusions.** Contractor shall have no obligation to provide the Cloud Services if an incident, or other anomaly experienced by the Cloud Services, is the result of use of the Cloud Services other than as specified in the Documentation or the Agreement. Contractor’s performance shall be excused to the extent that the Cloud Services is affected by causes outside of Contractor’s direct control, such as, electrical interference, any interruption of communications lines, links or facilities, backbone congestions, stoppages, slow downs, or any other third party network performance.

## Exhibit 2 - Service Level Agreement

1. For the Cloud Services, Contractor shall perform the services as follows:

Severity Level	Definition	Examples
<b>1. Critical (System Down)*</b>	I. Customer unable to perform mission critical functions directly related to the Cloud Service. II. No workaround.	A. The Cloud Service is completely unusable, or a latency that causes the Cloud Service to be unusable. B. The majority of users cannot login. C. Data integrity issues.
<b>2. High (System Impaired)*</b>	I. A significant failure, or the severe limited usability, of a major feature or function. II. No workaround.	A. Service interruptions to some but not all functionality. B. Alerts not being generated
<b>3. Medium (Minor Impact)</b>	I. Multiple users impacted by a moderate loss of the Cloud Service. II. Critical or High impact on a non-Production Cloud Service. III. A workaround exists.	A. Functional limitations which are not critical to Customer's daily operations (e.g. reports not being generated). B. Moderate degradation in function, or feature performance.
<b>4. Low (Informational)</b>	I. Minor loss of the Cloud Service features. II. Inquiries III. Medium or Low impact on non-Production Cloud Service.	A. There is no significant Customer impact. B. Non-Critical or minor loss of functionality or features.

\*Reserved for Production Cloud Service only.

2. Contractor shall respond to a Case within the timeframe specified in the table below.

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

3. Contractor will maintain Availability of the Cloud Services in the Production environment as follows:

Software	Service Level for Production Availability	Hours of Operation
Contractor Investigate	99.9%	Extended Hours

4. Contractor shall use commercially reasonable efforts to perform maintenance on the Cloud Services during the time frames provided in the table below ("Maintenance Window(s)").

Maintenance Windows Criticality	Advanced Notice	Contractor Maintenance Windows (relevant data center time)	Nexida Maintenance Windows
Standard	7 Days	Tuesday and Thursday 11:00 PM to 3:00 AM	Tuesday and Thursday 11:00 PM to 3:00 AM
Extended	30 Days	Sunday 2:00 AM to 10:00 AM	9:00 PM ET Friday through Sunday 11:59 PM (unless otherwise mutually agreed to by the Parties)
Emergency	24 Hours, if reasonable, otherwise immediately following Contractor's awareness of an Emergency.	Nightly  10:00 PM to midnight	Nightly  11:00 PM to 3:00 AM

*[End of Cloud Services Attachment]*

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> NICE Systems Inc. Attn: Kevin Barresi Waterfront Corporate Center III 221 River Road, 10th Floor Hoboken, NJ 07030	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Valley Forge Insurance Company	
	<b>INSURER B:</b> Transportation Insurance Company	
	<b>INSURER C:</b> Continental Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
		<b>NAIC #</b>
		20508
		20494
		35289

**COVERAGES****CERTIFICATE NUMBER:** W13025589**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>					<b>EACH OCCURRENCE</b> \$ 1,000,000
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>					<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 1,000,000
			6014022865	06/27/2019	06/27/2020	<b>MED EXP (Any one person)</b> \$ 15,000
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>					<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000
	<input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input checked="" type="checkbox"/> <b>LOC</b>					<b>GENERAL AGGREGATE</b> \$ 2,000,000
	<b>OTHER:</b>					<b>PRODUCTS - COMP/OP AGG</b> \$ 0
	<b>AUTOMOBILE LIABILITY</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>					<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b>					<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>					<b>PROPERTY DAMAGE (Per accident)</b> \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b>					<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>					<b>AGGREGATE</b> \$
	<b>DED</b> <b>RETENTION \$</b>					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> <b>OTH-ER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH)	<input type="checkbox"/> <b>Y/N</b>	6014022834	06/27/2019	06/27/2020	<b>E.L. EACH ACCIDENT</b> \$ 1,000,000
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>	N/A				<b>E.L. DISEASE - EA EMPLOYEE</b> \$ 1,000,000
						<b>E.L. DISEASE - POLICY LIMIT</b> \$ 1,000,000
A	<b>Workers Compensation &amp; Employers Liability</b>		6049999238	06/27/2019	06/27/2020	<b>E.L. Each Accident</b> \$1,000,000
						<b>E.L. Disease-Each Emp</b> \$1,000,000
	<b>Per Statute</b>					<b>E.L. Disease-Pol Limits</b> \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**Nassau County  
1490 Franklin Avenue  
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 18566119

BATCH: 1379774

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.		NAMED INSURED NICE Systems Inc. Attn: Kevin Barresi Waterfront Corporate Center III 221 River Road, 10th Floor Hoboken, NJ 07030	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Nassau County is included as Additional Insured on the General Liability policy as required by written contract.

INSURER AFFORDING COVERAGE: Continental Insurance Company

NAIC#: 35289

POLICY NUMBER: 6014022848 EFF DATE: 06/27/2019 EXP DATE: 06/27/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease-Each Emp	\$1,000,000
Per Statute	EL Disease-Pol Limits	\$1,000,000