

**City of Carson City  
Agenda Report**

**Date Submitted:** January 24, 2014

**Agenda Date Requested:** February 6, 2014  
**Time Requested:** Consent

**To:** Mayor and Supervisors  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: Action to determine that Purchase Order #2014-019 is a purchase request for 911 Dispatch Telephone and Radio Recording System that will be used by a response agency therefore not suitable for public bidding pursuant to NRS 332.115 1. (g) & (h) and to approve Purchase Order #2014-019 a request for the purchase of a NextGen911 Logging Solution to be provided by NICE Systems, Inc. for a not to exceed cost of \$173,448.20 to be funded from the Machinery and Equipment Account and Maintenance Service Contracts in the Fund as provided in FY 2013/2014. (File No. 1314-140) (*Kim Belt*)

**Staff Summary:** This Purchase Order is for the purchase of a Next Gen911 Logging Solution telephone and radio recording system for 911 dispatch.

**Type of Action Requested:** (check one)

Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to determine that Purchase Order #2014-019 is a purchase request for 911 Dispatch Telephone and Radio Recording System that will be used by a response agency therefore not suitable for public bidding pursuant to NRS 332.115 1. (g) & (h) and to approve Purchase Order #2014-019 a request for the purchase of a NextGen911 Logging Solution to be provided by NICE Systems, Inc. for a not to exceed cost of \$173,448.20 to be funded from the Machinery and Equipment Account and Maintenance Service Contracts in the Fund as provided in FY 2013/2014. (File No. 1314-140) (*Kim Belt*)

**Explanation for Recommended Board Action:** Pursuant to **NRS 332.115 subsection 1 (g) & (h)**, staff is requesting the Board of Supervisors declare that the Purchase Order is not adapted to award by competitive bidding.

**NRS 332.115 1. (g) & (h) Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.**

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:  
(g) Hardware and associated peripheral equipment and devices for computers;  
(h) Software for computers;

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 332.115 subsection 1. (g) & (h)

**Fiscal Impact:** \$173,448.20

**Explanation of Impact:** If approved the below listed accounts could be reduced by \$173,448.20.

**Funding Source:** Machinery and Equipment Account – 287-2540-422-77-43 and the

Maintenance Service Contracts 287-2540-422-04-32 as provided in FY 2013/2014. The FY 2013/2014 accounts currently have a balance of \$79,500.00 and \$15,000.00 respectively. After budget transfers the accounts will be \$175,000.00.

**Supporting Material:** Purchase Order #2014-019.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

**Reviewed By:** Robert S. Shoen Date: 1/28/14

(Fire) Robert S. Shoen Date: 1/28/14

(City Manager) [Signature] Date: 1/28/14

(District Attorney) [Signature] Date: 1/28/14

(Finance Director) Mark A. Puhls Date: 1/28/14

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

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

\_\_\_\_\_  
(Vote Recorded By)



# PURCHASE ORDER #2014-019

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
 Carson City, Nevada 89701  
 (775)887-2133 [Fax] (775) 887-2107

VENDOR **Joshua Asbill**  
 NICE Systems Inc.  
 461 From Rd, 3rd Floor  
 Paramus, NY 07652  
 714-264-8607

VENDOR #  
 DATE **January 8, 2014**  
 GROUP #  
 CHECK DATE:  
 SHIP TO **Karin Mracek**  
**Carson City Sheriff's Office Communications Center**  
**4645 Snyder Ave**  
**Carson City, NV 89701**  
**775-887-2570 Ext. 221**

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
		Mailing address for correspondence is: 911 E. Musser St., Carson City, NV 89701			5/30/14	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
1.00	Ea	Next Gen 911 Logging Solution (Inc. 1st year maint.)	287-2540-422-7743		\$ 108,173.00	\$ 108,173.00
4.00	Ea	Annual maintenance (years 2 through 5)	287-2540-422-0432		16,318.80	\$ 65,275.20
					\$	-
	Reference:	Opportunity Number: DI_Carson_085			\$	-
		Quote Number: S-001338			\$	-
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.			\$	-
				<b>TOTAL</b>	\$	<b>173,448.20</b>
	<b>PURCHASED BY:</b>					
	<b>FED L.D. NO. 88-6000189</b>					

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

*Joshua Asbill*  
 APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

APPROVED FOR PAYMENT



**Site 1: Carson City Sheriff's Office - NICE Inform 6 Professional**  
**First Core Server**

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Opportunity Name:	NextGen911 Logging Solution	Opportunity Number:	DL_Carson_005
Customer Name:	Carson City Sheriff's Office	Quote number:	S-001338
Contact Name:		Date:	27-Nov-13
Solution Engineer:	Casey Duff	Valid Until:	25-Feb-14
Description:	Parallel 39 CHA with Contact Closure, Inform, Recon and Organizer	Sales Representative:	Josh Asbill
Project Name:	Carson PD Logger		

Note: All prices quoted in USD \$.

Part Number	Description	Quantity	Unit List Price	Extended Price	Unit Net Price	Total Net Price
<b>Software</b>						
PS-INFRM-PROF-SITE	Inform Professional Software Package	1	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00
PS-INFRM-PROF-1CH	One (1) Audio Recording license, including Inform Professional application support, CDR and ANWALI	39	\$550.00	\$21,450.00	\$220.00	\$8,580.00
PS-INFRM-PROF-ORG-IMP	NICE Inform Professional Media Player license	1	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00
PS-INFRM-PROF-RECON-1CC	Additional NICE Inform Professional Reconstruction concurrent user license (first Professional Reconstruction user license is supplied with the Professional Site License).	2	\$1,750.00	\$3,500.00	\$700.00	\$1,400.00
PS-INFRM-PROF-ORG-1CC	NICE Inform Professional Organizer one concurrent user license	4	\$3,500.00	\$14,000.00	\$1,400.00	\$5,600.00
PS-INFRM-PROF-MONRCR-1CC	NICE Inform Professional Monitor and Recent Call Replay module concurrent user license	2	\$1,200.00	\$2,400.00	\$480.00	\$960.00
PS-INFRM-PROF-VER-1CC	NICE Inform Professional Verify concurrent user license	6	\$300.00	\$1,800.00	\$120.00	\$720.00
CSTRCK-SNMP3	Public Safety SNMP solution R3	1	\$2,400.00	\$2,400.00	\$960.00	\$960.00
MEDIA-PACK	Media Pack Physical Delivery per Installed Site	1	\$300.00	\$300.00	\$120.00	\$120.00
<b>Total Software:</b>						
<b>2N Software</b>						
PS-INFRM-PROF-IDS	Inform Professional 1 data source integration	1	\$1,500.00	\$1,500.00	\$600.00	\$600.00
PS-INFRM-PROF-RRES-1CH	One (1) Redundant Audio Recording license, including Inform Professional application support	39	\$275.00	\$10,725.00	\$110.00	\$4,290.00
<b>Total 2N Software:</b>						
<b>Hardware</b>						
NRX Logger Server						
HW-SCRCO-SRV8	Security Recorder LFF	1	\$8,875.00	\$8,875.00	\$8,875.00	\$8,875.00
HW-SAS3TB	3TB 7.K SAS 3.5	3	\$1,207.00	\$3,621.00	\$1,207.00	\$3,621.00
HW-WIN08STD-R264B	Win 2008 Std. R2 64 bit Emb. Telco	1	\$600.00	\$600.00	\$600.00	\$600.00
PS-NR-CTC	Contact closure board for up to 96 record channels	1	\$1,075.00	\$1,075.00	\$1,075.00	\$1,075.00
PS-NR-CTC-24EXT	Additional 24 channels terminal card and ribbon cable for Contact Closure Board	1	\$480.00	\$480.00	\$480.00	\$480.00
PS-NR-ANALOG-16CH	Analogue board package for up to 16 channels	1	\$1,615.00	\$1,615.00	\$1,615.00	\$1,615.00
PS-NR-ANALOG-24CH	Analogue board package for up to 24 channels	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
<b>Inform Server</b>						
HW-SCRCO-SRV8	Security Recorder LFF	1	\$8,875.00	\$8,875.00	\$8,875.00	\$8,875.00
HW-SAS3TB	3TB 7.K SAS 3.5	3	\$1,207.00	\$3,621.00	\$1,207.00	\$3,621.00
HW-WIN08STD-R264B	Win 2008 Std. R2 64 bit Emb. Telco	1	\$600.00	\$600.00	\$600.00	\$600.00
<b>NAS Online Storage</b>						
HW-NAS8TB-2	NAS NETGEAR 2120	1	\$3,089.00	\$3,089.00	\$3,089.00	\$3,089.00
<b>Total Hardware:</b>						
<b>2N Hardware</b>						
NRX Logger Server						
HW-SCRCO-SRV8	Security Recorder LFF	1	\$8,875.00	\$8,875.00	\$8,875.00	\$8,875.00
HW-SAS3TB	3TB 7.K SAS 3.5	3	\$1,207.00	\$3,621.00	\$1,207.00	\$3,621.00
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PS-NR-CTC	Contact closure board for up to 96 record channels	1	\$1,075.00	\$1,075.00	\$1,075.00	\$1,075.00
PS-NR-CTC-24EXT	Additional 24 channels terminal card and ribbon cable for Contact Closure Board	1	\$480.00	\$480.00	\$480.00	\$480.00
PS-NR-ANALOG-16CH	Analogue board package for up to 16 channels	1	\$1,615.00	\$1,615.00	\$1,615.00	\$1,615.00
PS-NR-ANALOG-24CH	Analogue board package for up to 24 channels	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
<b>NAS Online Storage</b>						
HW-NAS8TB-2	NAS NETGEAR 2120	1	\$3,089.00	\$3,089.00	\$3,089.00	\$3,089.00
<b>Total 2N Hardware:</b>						
<b>Total Software, Hardware:</b>						
<b>Professional Services:</b>						
PS-IEIP-01-PS	Single/First NICE Recording, up to 48 channels	1	\$6,500.00	\$6,500.00	\$6,175.00	\$6,175.00
PS-IEIP-04-PS	Second NICE Recording, Same Site Up to 48 channels	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00
PS-IN-ASC06-PS	NICE Inform (Lite) installation. Includes first 100 channels system configuration, 8 to 5 M-F local time (for over 100 channels, item PS-IN-ASC07-PS needs to be bundled for channel configuration with NICE Inform)	1	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00
PS-IN-VAR05-PS	Setup of SNMP traps and SNMP management consoles Castle Rock	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00
PS-PM-PM11-PS	Remote project Management for single NPX/NICE Recording, recording only platform; Can only be bundled with order for single NPX: PS-IN-RPI15-PS, PS-IN-RPI16-PS or PS-IN-RPI17-PS	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00
New installation or upgrade, inc. Site readiness coordination, ATP						

PS-PM-PM03-PS	Remote Project Management UPLIFT for NICE Inform / NICE Inform Lite implementation, price over item PS-PM-PM11-PS or PS-PM-PM15-PS remote project management fee. (Not required with PS-PM-PM01-PS (remote) or PS-PM-PM05-PS (OnSite) project management fee)	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00
PS-TR-EU12-PS	NICE Inform 2-day instructor led training for up to 8 students held at the client site	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
<b>Total Professional Services:</b>						<b>\$17,875.00</b>

Part Number	Description	Quantity	Total Price for Maintenance	Maintenance Percentage	Unit Net Price	Total Net Price
<b>Maintenance</b>						
SP-CO-MAIN01-PS	Silver FIRST YEAR - Coverage: Eight (8) hours, five (5) days per week. (8 to 5) Remote response - 4 hours, On site response next day	1	\$120,881.00	7.00%	\$8,462.00	\$8,462.00
SP-CO-MAIN01-PS	Silver YEARS 2 thru 5 Annual - Coverage: Eight (8) hours, five (5) days per week (8 to 5) Remote response - 4 hours, On site response next day	1	\$120,881.00	15.00%	\$18,132.00	\$18,132.00
<b>Total Maintenance:</b>					<b>FIRST YEAR</b>	<b>\$8,462.00</b>

**BOM of Material (BOM) for SKU Items**

Part Number	Description	Quantity
C35863	NTR R8, Full size PCI-E, Baseboard, NTR Server software license	4
H01051	Connection cable 10m for Analog/Digital cards	4
C35253	NTR, 1 ch, Analog+Beep Tone recording license	78
C35208	8 ch, Analog+Beep Tone Parallel Module	10
C39503	NICE Recording, software for Contact Closure	2
551402	MySQL Pro License	2
C39001	NICE Recording Software for NICE Inform	2
C39500	NICE Recording Core API for NICE Inform	2

## Public Safety - Inform 6 - Terms & Conditions

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Opportunity Name: Logger Upgrade  
Customer Name: Carson City Sheriff's Office  
Contact Name:  
Solution Engineer: Dave Langston  
Description: Parallel 39 CHA with Contact Closure, Inform, Recon and Organizer  
Project Name: Carson Sheriff Logger Upgrade

Opportunity Number: DL\_Carson\_005  
Quote number: S-001338  
Date: 27-Nov-13  
Valid Until: 25-Feb-14  
Sales Representative: Josh Asbill

Note: All prices quoted in USD \$.

1. All prices quoted in USD \$.
2. Prices quoted exclude any and all taxes, which, if applicable, will be added.
3. Price quotations are valid until 2014-05-06.
4. Product will be shipped air prepaid and charges added to the invoice unless otherwise instructed.
5. Physical location must be set to the specifications of the site survey guide.
6. Installation time frame to be finalized upon receipt of the purchase order and delivery date.
7. System must be installed and certified by NICE Systems Professional Services or authorized installers.
8. Installation price includes installation of up to ten workstations, unless specified otherwise.
8. Unless stated otherwise, installation quoted at normal working hour. Out-of-hour installation is available at additional cost.
10. Warranty maintenance for hardware and software is 90 days (8 hours, 5 days per week support) unless otherwise stated.
11. Purchasing options will affect the cost of maintenance and may affect services cost.  
Additional options (i.e., redundancy options for mission critical systems) can be offered by NICE Systems upon request.
12. Maintenance terms and conditions are provided separately.
13. Customer is responsible for maintenance of all cable and wiring associated with this equipment.
14. Maintenance pricing is based on the availability of remote dial up access unless otherwise stated.  
In the event that VPN is required, there will be a one time setup fee of \$5000, as well as a \$100 recurring monthly cost to maintain.
15. In case of a Logger Replacement Upgrade (Forklift), the customer is required to return the old Loggers to NICE.
16. The total Services cost is exclusive of NICE's Travel and Expenses ("T&E"). NICE will invoice Customer for T&E on a monthly basis.

### Customer's Approval:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### CONFIDENTIAL AND/OR PROPRIETARY

This quotation and the information set forth herein contains the confidential and/or proprietary information of NICE Systems, and should not be distributed to anyone, other than the Customer for which this quote was prepared, without the prior written approval of NICE Systems.

## MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement is entered into as of October 2, 2013 ("Effective Date") by and between NICE Systems, Inc. with an office at 461 From Road, 3<sup>rd</sup> Floor, Paramus, NJ 07652 ("Vendor"), and Carson City Sheriff's Office with an office at 911 East Musser Street Carson City, Nevada 89701 ("Customer").

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

1.1 "Affiliate" means, when used with respect to 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 "Agreement" means, collectively, this Master Relationship Agreement, and its Attachments.

1.3 "Attachment(s)" mean the supplemental documents to this Master Relationship Agreement signed by the Parties and containing additional terms and conditions that will govern the acquisition of a particular type of Product or Service.

1.4 "Confidential Information" means with respect to either Party, any information disclosed by such Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, on or after the Effective Date of this Master Relationship Agreement, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information. 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.

1.5 "Equipment" means hardware sold by Vendor to Customer pursuant to an Attachment.

1.6 "Fees" means collectively, the fees for Products and Services.

1.7 "Master Relationship Agreement" shall mean this Master Relationship Agreement.

1.8 "Party" means either Vendor or Customer, individually as the context indicates; and "Parties" means Vendor and Customer, collectively.

1.9 "Purchase Order" means a transactional document that Customer may issue to Vendor to purchase particular Products or Services under this Agreement. Each Purchase Order shall be governed by this Agreement and shall set forth details such as the specific Products including, in the case of Software, the number and type of licenses and Services being purchased and the Fees for same. Other than pricing and quantities for Products and Services included in the Vendor quotation to which a specific Purchase Order relates, any terms and conditions included in a Purchase Order shall be deemed solely for the information of Customer and no such term or condition shall be binding upon Vendor.

1.10 "Products" means collectively the Equipment and Software, except that all references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

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

1.12 "Software" means software provided to Customer pursuant to an Attachment.

1.13 "Statement of Work" or "SOW" means a signed writing executed by Vendor and Customer pursuant to this Agreement, which describes, among other things, certain Services to be provided by Vendor to Customer under an applicable Attachment. Upon execution by both Parties, each Statement of Work will be deemed to be a part of this Agreement.



2. **Agreement.** The Parties agree that the Agreement governs transactions whereby Customer may procure Products and Services from Vendor. Customer may acquire Products and Services from Vendor by submitting a Purchase Order to Vendor under an applicable Attachment to this Agreement. Each purchase of Services may also be evidenced by a SOW.

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

3.1 Vendor shall invoice Customer as provided in the applicable Attachment. Customer shall pay to Vendor all Fees or other costs due hereunder in U.S. dollars, and in full within thirty (30) days following Customer's receipt of Vendor's invoice. With respect to any amount due to Vendor which is not paid within thirty (30) days following the date of Customer's receipt of Vendor's invoice, Vendor may apply interest at the rate of one and one-half percent (1½%) per month, or such lesser amount required by law, assessed from the due date through the date of payment.

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

4. **Warranty Disclaimer.** VENDOR DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, VENDOR'S EFFORTS OR ANY PRODUCTS OR SERVICES PROVIDED BY VENDOR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES VENDOR 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 VENDOR TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED.

5. **Confidential Information.**

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

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

5.3 The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to its and its Affiliates' officers, directors, employees, professional advisors, or subcontractors (collectively, "**Representatives**") who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in this Agreement. Prior to such disclosure, the Receiving Party will inform such Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. Without limiting the effect of the previous sentences in this Section 5.3, the Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 5 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.

5.4 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.

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

## 6. Indemnification.

6.1 Vendor 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 Product or Service. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customer and implemented by Vendor at Customer's request; (b) the Product 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 Vendor in writing; (c) the modification to a Product or Service by any person or entity other than Vendor or a Vendor-authorized technician; or (d) use of a Product or Service other than in accordance with its documentation.

6.2 If a Third Party Claim for which Customer is entitled to be indemnified under Section 6.1 above has occurred, or in Vendor's opinion is likely to occur, Vendor shall, at Vendor's option and expense do one of the following: (a) procure for Customer the right to continue using the affected Product or Service; (b) replace with non-infringing alternates or modify the relevant Product or Service so that it becomes non-infringing but its functionality after modification is substantially equivalent; (c) accept the return of the affected Product, and refund to Customer the Fees for the affected Product depreciated or amortized by an equal annual amount over a three (3) year period beginning from the date of shipment of the affected Product; or (d) cease providing the Service and refund any prepaid Fees applicable to the period after the Service has ceased. The collective obligations of Vendor pursuant to Section 6.1 and this Section 6.2 state the sole and exclusive liability of Vendor, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

6.3 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 6.1 above, Customer will notify Vendor 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 Vendor are actually prejudiced or liability increased thereby. Vendor 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 Vendor in the defense and settlement of such Third Party Claim. Vendor 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.

## 7. Limitation of Liability.

7.1 SUBJECT TO SECTION 7.2 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 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.

7.2 The limitations in Section 7.1 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 5 above; (b) Vendor's indemnification obligations pursuant to Section 6 above; or (c) either Party's indemnification obligations as set forth in an Attachment.

8. **Term and Termination.**

8.1 Subject to the terms and conditions of this Agreement, the term of this Master Relationship Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 8 (the "**Term**"). Unless otherwise provided herein or in an Attachment, the termination of this Master Relationship Agreement will not operate to terminate any existing Attachments and their related Purchase Orders and SOWs, and the terms of this Master Relationship Agreement shall continue to govern such Attachment and their related Purchase Orders and SOWs until completion or the earlier termination of such Purchase Orders and SOWs in accordance with this Agreement.

8.2 Either Party may terminate this Master Relationship Agreement, an Attachment, Purchase Order or SOW for cause, upon written notice to the other Party setting forth the effective date of termination, if the other Party fails to cure a material breach of this Master Relationship Agreement, the Attachment, Purchase Order or SOW, respectively, within thirty (30) days after receiving notice thereof. The termination of an Attachment, Purchase Order or SOW by either Party pursuant to this Section 8.2 shall not affect any other Attachment, Purchase Order or SOW.

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

8.4 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.

8.5 Any provision of this Master Relationship Agreement, any Attachment, SOW or Purchase Order that contemplates performance or observance subsequent to a termination of the Attachment, SOW or Purchase Order, and any other provision that by its nature may reasonably be presumed to survive any termination of this Master Relationship Agreement, any Attachment, SOW or Purchase Order shall survive its termination.

9. **Notices.** With respect to notices permitted or required under this Agreement related to the following matters, such notices must be in writing and delivered by personal delivery, by registered or certified mail (return receipt requested), or by internationally recognized overnight delivery service: (a) notices of breach; (b) notices of termination; and (c) notices regarding actual or potential legal action, including claims subject to indemnification hereunder. Notices will be deemed given: (i) on the date of delivery when delivered personally, (ii) one (1) business day after deposit for next day delivery with an internationally recognized overnight delivery service, and (iii) on the date of delivery when mailed by registered or certified mail (return receipt requested). Notices other than those described in Sections 9(a) through 9(c) may also be delivered by facsimile transmission or electronic mail, and will be deemed given upon acknowledgement of receipt of facsimile transmission or upon personal electronic reply acknowledging receipt, whichever is applicable. Notices will be sent to the addresses below or to such other address as either Party may specify in writing:

To Vendor:

NICE Systems, Inc.  
Address: 461 From Road, 3<sup>rd</sup> Floor, Paramus, NJ 07652  
Fax:  
Email:

To Customer:

Carson City Sheriff's Office  
Address: 911 East Musser Street Carson City, Nevada,  
Fax: 775 887-2222  
Email: kmracek@carson.org

Attention: Legal Department

Attention: Karin Mracek

Location for equipment and deliveries:  
Carson City Sheriff's Office Communications Center  
4645 Snyder Ave  
Carson City, NV 89701  
Attention: Karin Mracek

10. General Provisions.

10.1 Neither Party shall have the right to assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, Vendor may assign its rights and obligations under this Agreement to an Affiliate of Vendor, or to any successor by way of merger, acquisition, or sale of all or substantially all of Vendor's assets. Notwithstanding anything to the contrary contained herein, the Parties agree that Vendor shall have the right to subcontract, in whole or in part, any of the Services to be performed by Vendor hereunder.

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

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

10.4 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 this Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

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

10.6 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.

10.7 Vendor 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 Products or information provided under this Agreement.

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

10.9 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its rules of conflicts of law. Both Parties hereby consent and submit to the exclusive jurisdiction of the state and federal courts in New Jersey in all questions and controversies arising out of this Agreement. Both Parties hereby exclude the application of the Uniform Computer Information Transactions Act ("**UCITA**"), the United Nations Convention on the International Sale of Goods ("**CISG**"), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to

UCITA or CISG to this Agreement. To the extent not prohibited by applicable law that cannot be waived, the Parties hereby waive, and covenant that they will not assert any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement or any of the transactions contemplated hereunder.

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

10.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Facsimile signatures and electronically transmitted signatures in a fixed and unmodifiable format (e.g., pdf) shall have the same effect as their originals.

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

**NICE Systems, Inc.**

**Carson City Sheriff's Office**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Software License Attachment

This Software License Attachment ("**SLA**") is entered into by and between NICE Systems, Inc. ("**Vendor**") and Carson City Sheriff's Office ("**Customer**") as of \_\_\_\_\_, 2013 ("**SLA Effective Date**"), pursuant to the Master Relationship Agreement between Vendor and Customer dated as of \_\_\_\_\_, 2013, and provides additional terms for the licensing of Software under the Agreement. Except as otherwise set forth herein, defined terms used in this SLA shall have the meanings provided in the Master Relationship Agreement.

IN WITNESS WHEREOF, the Parties have caused this SLA to be executed by their duly authorized representatives as of the SLA Effective Date.

NICE Systems, Inc.

Carson City Sheriff's Office

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1. Software License.

1.1 Vendor grants to Customer a non-exclusive, perpetual, worldwide, non-transferable, fully-paid license to use the Software, together with the specifications and user documentation that accompany the Software (collectively "**Software Documentation**"), for the total number of licenses Customer has purchased from Vendor. Such use shall be on the terms and subject to the conditions set forth in this SLA.

1.2 No title or ownership of the Software or Software Documentation is transferred to Customer by way of this SLA. Ownership of the Software, Software Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times with Vendor.

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

1.4 Customer shall not publish, disclose, rent, lease, modify, loan, distribute, alter or create derivative works based on the Software or any part thereof. Customer shall not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall Customer attempt to create the source code from the object code for the Software.

1.5 Upon reasonable prior written notice to Customer, Vendor shall have the right to inspect, examine, and audit Customer's compliance with the terms and conditions of this Section 1, including the inspection of the books and records relating to Customer's use of the Software at the locations where the Software is installed and used ("**Software Compliance Audit(s)**"). Software Compliance Audits shall be performed by Vendor or Vendor's representatives during Customer's normal business hours at the locations where the Software is installed and used, provided that Vendor's right to perform a Software

Compliance Audit shall be limited to no more than once during any rolling twelve (12) month period. In the event that a Software Compliance Audit reveals that Customer is using more licenses of the Software than for which it has paid, Customer shall, within ten (10) days after the date of such discovery, make payment to Vendor for such additional Software licenses.

2. **Warranty.**

2.1 Vendor warrants that, during the period beginning upon the Availability Date (as defined below) of the applicable Software and ending on the date that is ninety (90) days thereafter ("**Warranty Period**"), the Software will be free from defects in materials and workmanship under conditions of normal use and will operate substantially in accordance with the applicable Software Documentation.

2.2 Should the Software fail to comply with the warranty set forth in Section 2.1 above during the Warranty Period, Customer's sole and exclusive remedy and Vendor's sole obligation with respect to Software shall be, in Vendor's sole discretion, to correct or replace any portion of the Software not in compliance with Section 2.1 at no additional charge to Customer.

2.3 The warranty provided in Section 2.1 above does not include damage to Software resulting from a cause other than a defect or malfunction, including: (a) installation, maintenance, servicing or modification of the Software or part thereof by anyone other than Vendor or a Vendor-authorized technician; or (b) use of the Software other than in accordance with the Software Documentation.

3. **Delivery.** After Vendor's receipt and acceptance of a Purchase Order, Vendor shall deliver the Software to the Customer via Vendor's electronic software delivery system. Vendor shall provide email notification to Customer of the date on which the Software becomes available for download ("**Availability Date**"). Such Availability Date shall be deemed the shipment date of the Software for all purposes under the Agreement. Where the Parties agree in writing that the Software shall be delivered via physical shipment of media, Customer shall be responsible for all shipping and insurance costs for the shipment of the Software media to the applicable location identified in the Purchase Order. Delivery of Software media shall be F.O.B. Vendor's premises ("**F.O.B. Site**"). Risk of loss to Software media shall pass to Customer immediately upon the Software media leaving the F.O.B. Site.

4. **Invoicing.** Vendor shall invoice Customer for Software on the Availability Date of the applicable Software.

5. **Termination.**

5.1 Notwithstanding anything to the contrary contained in Section 8.2 of the Master Relationship Agreement, Vendor shall have the right to terminate the license for the Software granted hereunder by giving written notice of termination to Customer if Customer fails to pay the specified license Fees for the Software when due or fails in any other material respect to comply with its obligations regarding the use and protection of the Software and Software Documentation, and such failure to pay or to comply is not remedied within ten (10) days after Customer receives written notice thereof from Vendor.

5.2 Upon the termination of the license for the Software by Vendor pursuant to Section 5.1 above or in accordance with Section 8 of the Master Relationship Agreement, Customer shall: (a) within thirty (30) days after the date of termination of the license, and at Vendor's option, destroy or return to Vendor all copies of the Software and Software Documentation; and (b) upon the destruction or return of all copies of the Software and Software Documentation, certify to Vendor in writing that it has either destroyed or returned to Vendor all copies of the Software and Software Documentation.

5.3 Notwithstanding anything to the contrary contained in Section 8.5 of the Master Relationship Agreement, the license to the Software shall, subject to Section 5.1 above, survive any termination of the SLA.

*[End of Software License Attachment]*

Professional Services Attachment

This Professional Services Attachment ("PSA") is entered into by and between NICE Systems, Inc. ("Vendor") and Carson City Sheriff's Office ("Customer") as of \_\_\_\_\_, 2013 ("PSA Effective Date"), pursuant to the Master Relationship Agreement between Vendor and Customer dated as of \_\_\_\_\_, 2013, and provides additional terms for the provision of certain Services under the Agreement. Except as otherwise set forth herein, defined terms used in this PSA shall have the meanings provided in the Master Relationship Agreement.

IN WITNESS WHEREOF, the Parties have caused this PSA to be executed by their duly authorized representatives as of the PSA Effective Date.

NICE Systems, Inc.

Carson City Sheriff's Office

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **Services.** The Services to be performed under this PSA shall be in the nature of consulting, installation, implementation, training, and other professional services, and shall not include Vendor's maintenance, hosting or software as a service offerings. All Services to be performed under this PSA shall be as described in the applicable Statement of Work.

2. **Invoicing & Expenses.** (a) Vendor shall invoice Customer for Services upon completion of the applicable Services; and (b) Customer shall reimburse Vendor for all reasonable out-of-pocket travel expenses incurred by Vendor in connection with Vendor's performance of the Services, in accordance with Vendor's travel and expense policy.

3. **Change Order.** If either Party proposes changes to a Statement of Work (each a "Change Item"), the Parties will follow the change procedures specified in this Section. The Party proposing a Change Item will contact the other Party with a description of the proposed Change Item. Vendor will then prepare a proposed change order to the Statement of Work in respect of the Change Item in a form mutually agreeable to the Parties ("Change Order") for Customer and Vendor's review and, if acceptable to both Parties, execution. A Change Order shall include: (a) the details of the Change Item; (b) an analysis of the impact of the Change Item on the Statement of Work, including changes to expected or target completion dates; and (c) the time, materials, and aggregate costs required to address the Change Item. Neither Party will be held liable for any Change Item without a Change Order being executed by an authorized representative of each Party.

4. **Non-Solicitation.** Each Party agrees that it will not, directly or indirectly, for a period commencing on the PSA 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. Notwithstanding anything to the contrary contained in this Section 4, the restrictions set forth in this Section 4 shall not apply with respect to any employee of a Party who responds to a general advertisement for an employment opportunity whom a Party does not first personally and directly approach and solicit for employment.

5. **Warranty.** Vendor warrants that all Services performed pursuant to this PSA will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.

*[End of Professional Services Attachment]*





Equipment Purchase Attachment

This Equipment Purchase Attachment ("EPA") is entered into by and between NICE Systems, Inc. ("Vendor") and Carson City Sheriff's Office ("Customer") as of \_\_\_\_\_, 2013 ("EPA Effective Date"), pursuant to the Master Relationship Agreement between Vendor and Customer dated as of \_\_\_\_\_, 2013, and provides additional terms for the purchase of Equipment under the Agreement. Except as otherwise set forth herein, defined terms used in this EPA shall have the meanings provided in the Master Relationship Agreement.

IN WITNESS WHEREOF, the Parties have caused this EPA to be executed by their duly authorized representatives as of the EPA Effective Date.

NICE Systems, Inc.

Carson City Sheriff's Office

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

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

1. Warranty.

1.1 Vendor warrants that, during the period beginning upon the date of shipment of the applicable Equipment and ending on the date that is ninety (90) days thereafter ("Equipment Warranty Period"), the Equipment will be free from defects in materials and workmanship under conditions of normal use and will operate substantially in accordance with the applicable specifications and user manuals that accompany the Equipment ("Equipment Documentation").

1.2 Should the Equipment fail to comply with the warranty set forth in Section 1.1 above during the Warranty Period, Customer's sole and exclusive remedy and Vendor's sole obligation with respect to such Equipment shall be, in Vendor's sole discretion, to correct or replace any portion of the Equipment not in compliance with Section 1.1 at no additional charge to Customer.

1.3 The warranty provided in Section 1.1 above does not include damage to Equipment resulting from a cause other than defect or malfunction, including: (a) improper storage, misuse or unreasonable use; (b) neglect, accident, fire, lightning, power or air conditioning failure, unusual physical or electrical stress caused by forces or elements external to the Equipment, or other hazard; or (c) installation, testing, maintenance, servicing or modification of the Equipment or part thereof by anyone other than Vendor or a Vendor-authorized technician. The warranty in Section 1.1 above shall not apply to any Equipment if the original identification marks (e.g., serial number) have been removed or altered.

2. Delivery. After Vendor's receipt and acceptance of a Purchase Order that includes Equipment, Vendor shall deliver the Equipment to the Customer site or sites designated in such Purchase Order. Customer shall be responsible for all shipping and insurance costs for the shipment of the Equipment to the applicable site identified in the Purchase Order. Delivery of Equipment shall be F.O.B. Vendor's premises ("F.O.B. Site"). Title and risk of loss to Equipment shall pass to Customer immediately upon the Equipment leaving the F.O.B. Site.

3. Invoicing. Vendor shall invoice Customer for Equipment upon shipment of such Equipment to Customer.

*[End of Equipment Purchase Attachment]*

Maintenance Services Attachment

This Maintenance Services Attachment (“MSA”) is entered into by and between NICE Systems, Inc. (“Vendor”) and Carson City Sheriff’s Office (“Customer”) as of \_\_\_\_\_, 2013 (“MSA Effective Date”), pursuant to the Master Relationship Agreement between Vendor and Customer dated as of \_\_\_\_\_, 2013, and provides additional terms for Maintenance Services under the Agreement. Except as otherwise set forth herein, defined terms used in this MSA shall have the meanings provided in the Master Relationship Agreement.

IN WITNESS WHEREOF, the Parties have caused this MSA to be executed by their duly authorized representatives as of the MSA Effective Date.

NICE Systems, Inc.

Carson City Sheriff’s Office

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **Scope of Maintenance Services.** Customer may purchase from Vendor, and Vendor shall provide to Customer for the Products, the Maintenance Services as described in Exhibit A attached hereto and incorporated herein by this reference, all subject to the terms and conditions of this MSA and the Agreement. For the avoidance of doubt, Maintenance Services purchased by Customer are not applicable to any of Vendor’s SaaS offerings.

2. **Definitions and Interpretation.** For purposes of this MSA, the terms listed below shall have the meanings indicated beside them:

“**Business Day**” means Monday through Friday, excluding Vendor’s observed holidays.

“**Business Hour**” means an hour that occurs on a Business Day during Standard Hours.

“**Call Back Response Time**” means the time by which Vendor will initiate a call back to Customer in response to a Service Request initiated by the Designated Contact in accordance with the Severity Level of the Error. The Call Back Response Time commences at the time when Vendor receives the mandatory data required to create a Service Request from the Designated Contact, as described in Section 5.6 below.

“**Data Feed**” means a discrete data job uploaded to the applicable Software. For purposes of calculating the total number of Data Feeds, where data is provided in a form that requires further manipulation for the Software to process the data, each portion of such data job shall be counted as a Data Feed.

“**Data Source**” means any discrete commercial or custom data source on Customer’s premises that generates base data for import into the Software as a Data Feed, whether the data resides in a data warehouse or as a separate source of data. For the avoidance of doubt, multiple Data Sources may originate from the same data warehouse.

“**Error(s)**” means a reproducible problem that causes a failure of the Products to operate substantially in accordance with the applicable Documentation under conditions of normal use. A non-conformity shall not be considered an Error if it results from: (a) Customer’s use of the Products other than in accordance with the applicable Documentation; or (b) Customer’s introduction of data into any data structures or tables used by the Products by any means other than in accordance with the Documentation; or (c) any third party software or third party equipment not authorized by Vendor in the Documentation.

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

**“Hot Fix(es)”** means a software patch to address Severity 1 or Severity 2 Errors.

**“Hours of Support”** means the timeframe during which Vendor shall perform Maintenance Services.

**“Maintenance Services”** means the maintenance services provided in accordance with Exhibit A for Vendor’s proprietary Software and Equipment, as applicable.

**“Major Release(s)”** means a new version of Vendor’s proprietary Software that, in Vendor’s opinion, materially changes the overall utility or functional capability of the Software and is represented by a change to the left of the decimal point in the version number of the particular Software (e.g., v1.0 to v2.0).

**“Microsoft Service Pack(s)”** means a patch or collection of patches issued by Microsoft to correct errors or defects in Microsoft applications.

**“Minor Release(s)”** means any modification or addition to Vendor’s proprietary Software, that, in Vendor’s opinion, results in minor changes to the overall utility or functional capability of the Software and may contain Error corrections. Minor Releases are represented by a change to the right of the decimal point in the version number of the particular Software (e.g., v1.0 to v1.1).

**“Named User(s)”** means, as applicable: (a) any individual who can log in to a Product; or (b) any individual whose performance is being tracked by a Product (e.g., a Named User’s incentive compensation or customer service quality); or (c) Customer’s supervisory and quality management personnel identified and authorized by Customer to have access to the Products.

**“Next Business Day”** means the next Business Day during Standard Hours.

**“Production Environment”** means an operational environment used for the purpose of handling live interactions, data processing, or Customer’s fulfillment activities (i.e., as opposed to a testing/lab environment).

**“Release(s)”** means, collectively, Major Releases, Minor Releases, and Hot Fixes. Releases are available solely for the same number of licenses and for the current version of Vendor’s proprietary Software purchased by Customer from Vendor under the Agreement on or after the Effective Date. Releases provided hereunder shall be deemed to be included within the definition of Software.

**“Remote Support Coverage”** means the period of time during which Vendor Personnel are to provide Maintenance Services by phone or remote access to the Products via VPN, Webex, or PC anywhere.

**“Second Business Day”** means two (2) Business Days following the current Business Day during Standard Hours.

**“Self-Service Portal”** shall mean the web site located at <http://www.extranice.com>, except for Vendor’s NICE Performance Management or NICE Incentive Compensation Management Software the web site for which is located at <http://support.mercedsystems.com>.

**“Service Request”** shall mean a request issued by a Designated Contact containing the following information (as applicable) that must be supplied to Vendor prior to Vendor’s performance of Maintenance Services: (a) company name; (b) site name; (c) country; (d) requester’s full name; (e) phone number; (f) mobile number; (g) alternate contact information (if any); (h) VPN access information; (i) email address; (j) serial number of the Products; (k) description of the issue; (l) IP address of the server (if applicable); and (m) the Service Request number (if calling about a previously reported issue).

**“Severity Level”** shall mean the classification of an Error, which shall be determined by the definitions set forth in Exhibit A.

**“Solution”** means the particular combination of Solution Components, excluding any third party software.

**“Solution Component”** means an individual Product contained within a Solution, but which can operate independently (e.g., Quality Optimization, Phonetics, Emotion Detection or Talk Analysis), excluding any third party software.

**“Standard Hours”** means 8 AM to 5 PM (Mountain Time) on each Business Day, excluding Vendor’s observed holidays.

**“Sunset Policy”** means the document published by Vendor from time to time and available on the Self-Service Portal, which sets forth the lifecycle of Products.

**“Sunset Products”** means the Product versions for which, pursuant to the Sunset Policy, the final date on which Vendor offers Maintenance Services (including technical support, help desk support, training and spare parts) has passed.

**“Vendor Helpdesk”** means the first point of contact for Customer to obtain Maintenance Services.

**“Vendor Personnel”** means Vendor certified technical personnel who provide Maintenance Services.

**“Workaround”** means a modification or a change in process for a particular version of the Products, which may be of a temporary or interim nature, to mitigate the effects of an Error.

### 3. **Maintenance Services.**

3.1 Subject to the Sunset Policy, Vendor shall provide the Maintenance Services described in Exhibit A to Customer with respect to the Products listed in Vendor’s quotation and Customer’s corresponding Purchase Order during the Term as follows:

3.1.1 For the initial period set forth in Vendor’s quotation and Customer’s corresponding Purchase Order related to Customer’s initial order of Products (“**Initial Maintenance Services Term**”).

3.1.2 The Initial Maintenance Services Term shall be automatically extended for additional periods of twelve (12) months (each an “**Extended Maintenance Services Term**”), unless, at least ninety (90) days prior to the conclusion of the Initial Maintenance Services Term either Party provides the other Party with written notice of termination (a “**Non-Renewal Notice**”), which Non-Renewal Notice shall be effective on the date of the expiration of the Initial Maintenance Services Term, at which time, performance of the Maintenance Services shall cease. Each Extended Maintenance Services Term, if any, shall be extended or terminated in the same manner as the Initial Maintenance Services Term in accordance with this Section, provided that a Non-Renewal Notice for any Extended Maintenance Services Term shall be effective at the end of the then current Extended Maintenance Services Term. The Initial Maintenance Services Term and Extended Maintenance Services Term are collectively referred to herein as the “**Maintenance Services Term**”.

3.2 Prior to the first day of any Extended Maintenance Services Term, Vendor shall furnish Customer with an updated list of the Products to be covered by the Maintenance Services, and the Fees for such Maintenance Services. Upon Vendor’s receipt of a Purchase Order from Customer, such updated list of Products and Fees shall be effective as of the first day of such Extended Maintenance Services Term.

3.3 Additional Products purchased by Customer during the Maintenance Services Term (“**Added Products**”) shall become subject to this MSA on the date of Vendor’s shipment to Customer of such Added Products.

3.4 Customer may suspend the Maintenance Services related to a Solution Component, provided that such Solution Component does not have any impact on the operation of any other Solution Component, which suspension shall be effective following the last day of the then current Maintenance Services Term. Upon reinstatement of the previously suspended Maintenance Services for the applicable Solution Component, Customer shall pay all applicable Fees: (a) for the previously suspended Maintenance Services retroactively for the lapsed time; (b) related to the upgrade of the Products to the then current Release (if the then current Release is not already installed); and (c) for the reinstated Maintenance Services Term.

### 4. **Invoicing.**

4.1 Vendor shall invoice Customer as follows for Maintenance Services: (a) for the Initial Maintenance Services Term, upon shipment by Vendor to Customer of Customer’s initial order of Products to be covered by the Maintenance

Services; and (b) for each Extended Maintenance Services Term, if any, on an annual basis sixty (60) days in advance of the applicable Extended Maintenance Services Term.

4.2 Vendor shall invoice Customer as follows for Added Products: (a) for the first twelve (12) months of Maintenance Services upon Vendor's shipment to Customer of the Added Products; and (b) for the first Extended Maintenance Services Term following the Customer's purchase of Added Products to this MSA, Vendor shall make the Maintenance Services Fees for all Products coterminous and invoice Customer for such Extended Maintenance Services Term in accordance with Section 4.1(b) above. The invoice for such Extended Maintenance Services Term shall include the pro-rated Fees for Maintenance Services related to such Added Products. The annual Maintenance Services Fees for the subsequent Extended Maintenance Services Term shall include the Maintenance Services Fees for all Products, inclusive of Added Products, and shall be invoiced in accordance with Section 4.1(b) above.

4.3 Notwithstanding anything to the contrary contained in Section 8 of the Master Relationship Agreement, if Customer fails to make payment to Vendor of any Fees for Maintenance Services in accordance with Section 3 of the Master Relationship Agreement, and fails to cure such default within ten (10) calendar days after its receipt of written notice thereof from Vendor, then Vendor, without limiting any other remedies available to Vendor under the Agreement, shall have the right to terminate or suspend the performance of any Maintenance Services hereunder.

5. **Responsibilities of Customer.** To enable Vendor to successfully provide Maintenance Services, Customer shall, throughout the Maintenance Services Term, and at no charge to Vendor:

5.1 Assign designated personnel to perform the administrative duties described in the Documentation for the applicable Products ("**Administrator(s)**"). Customer shall provide Administrators the credentials necessary to perform all required administrative tasks, such as: set-up and maintenance of Named User login IDs and passwords; alteration of welcome messages and announcements on the home page using the standard interface of the Products; and the scheduling of Named Users. Prior to performance of such duties, Administrators shall successfully complete the applicable Vendor training course(s), and any such supplements thereto that may be offered by Vendor from time to time. As reasonably required by Vendor, Administrators shall assist Vendor Personnel in troubleshooting problems with the Products.

5.2 Assign two (2) individuals, who shall perform the following tasks in connection with the Maintenance Services ("**Designated Contact(s)**"): (a) successfully complete the same Vendor training requirements as Administrators; (b) after successful completion of such training, perform Triage Support as described in Section 5.3 below, and submit Service Requests as described in Section 5.6 below; (c) develop knowledge and understanding of the currently deployed Products; (d) accurately characterize problems and describe their business impact; (e) reasonably describe symptoms of problems; (f) provide background information leading up to problems; (g) describe the steps or actions taken to try and resolve such problems; (h) provide timely and accurate responses to Vendor requests related to the delivery of the Maintenance Services; and (i) provide timely feedback on fixes and recommendations.

5.3 Prior to submitting a Service Request, the Designated Contacts shall: (a) assist a Named User with usage of the Products or the Documentation; (b) identify and document a reported problem in the Products and the issues causing the condition reported by a Named User; and (c) commence troubleshooting the reported problem ("**Triage Support**"). As part of Triage Support the Designated Contacts shall: (i) document the reported problem; (ii) analyze or reproduce the reported problem or determine that the reported problem is not reproducible; (iii) resolve any Named User issue caused by an Error in the Software for which Vendor has provided the needed support action to the Designated Contacts; (iv) identify and implement any Workarounds provided by Vendor Personnel; and (v) maintain contact information and be available as an escalation point to Data Source owners.

5.4 Upon completion of Triage Support, should the Designated Contact be unable to resolve an issue reported by a Named User, the Designated Contact shall: (a) submit a Service Request; (b) track new Service Requests and updates to existing Service Requests; and (c) provide sufficient information to Vendor for Vendor to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of a Service Request, the Designated Contact shall: (i) where applicable, promptly approve Vendor's implementation of Minor Releases, Hot Fixes, and Workarounds, unless otherwise deemed to be Self-Installable Corrections (as defined in Exhibit A); (ii) reasonably cooperate with Vendor, provide full information and remote and physical access to the Products as well as the data relating to the operation of the Products; (iii) provide Vendor Personnel, with any key or other means required for undoing any type of encryption in the Products; and (iv) promptly install Minor Releases, Hot Fixes, and Workarounds that are deemed by Vendor to be Self-Installable Corrections.

5.5 At all times, (a) ensure the physical and virtual security of the Products, including proper installation of new Microsoft Service Packs that have been verified by Vendor; and (b) in accordance with the Documentation and the written instructions of the Vendor Personnel, Customer shall (i) operate the Products, and perform administration relating to the Products; (ii) maintain the site(s) where the Products are installed; (iii) maintain third party servers and third party software used in connection with the Products; and (iv) perform routine database maintenance.

5.6 Following Vendor's receipt of a Service Request, the Vendor Personnel handling the call will respond within the Call Back Response Time defined in Exhibit A. The Designated Contacts may submit Service Requests for Severity 1 Errors After-Hours.

5.7 When Vendor considers it necessary for the performance of the Maintenance Services hereunder, Customer shall promptly provide Vendor with remote access to the Products, consistent with Customer's reasonable security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the Maintenance Services by Vendor. Remote access will be accomplished through a secure LAN-to-LAN VPN tunnel, which can be created using Vendor's VPN Concentrator and any compatible Customer device.

## 6. Exclusions from Maintenance Services.

6.1 Vendor may, at any time, exclude from Maintenance Services any Equipment that has been: (a) modified, repaired or serviced by anyone other than Vendor Personnel, unless otherwise authorized by Vendor in writing; (b) subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use; (c) relocated from its place of installation, unless otherwise authorized by Vendor in writing; (d) connected to, or integrated with, any systems or servers not certified by Vendor to operate with the applicable Product, unless otherwise authorized by Vendor in writing; (e) any Product that experiences an Error resulting from Customer's use of the Equipment other than in accordance with the applicable Documentation.

6.2 Vendor may, at any time, exclude from Maintenance Services any Software that experiences an Error resulting from: (a) Customer's use of the Software other than in accordance with the applicable Documentation; (b) the introduction of data into any data structures or tables used by the Software by any means other than contemplated by the applicable Software Documentation; or (c) the modification or servicing of the Software by anyone other than Vendor Personnel, unless otherwise authorized by Vendor in writing.

6.3 Maintenance Services shall not be provided in respect of Sunset Products.

6.4 Vendor shall not perform any work external to the Products, such as electrical work or support of attachments to the Products or other devices connected to, or interconnected with, the Products (e.g., a Customer network or third party equipment) that are not furnished by Vendor.

6.5 Vendor's performance of Maintenance Services shall be excused in the following circumstances: (a) repairs which are impractical for Vendor to perform due to the connection of the Products or any part thereof to another device, or the inaccessibility of the Products or any part thereof; (b) installation of any software on the same server on which the Software is installed, or the combination of any software with the Products, unless such software was provided or approved by Vendor in writing; or (c) Customer's failure to meet any of its responsibilities set forth in this MSA. Vendor shall notify Customer promptly following any of the events described in this Section 6.5, and Vendor's performance of Maintenance Services shall be excused until such failure has been cured.

7. Eligibility for Coverage. If the Parties agree to add any products to this MSA which were not, as of the MSA Effective Date, covered by a separate direct Vendor maintenance agreement, in addition to Customer paying the current Fees for Maintenance Services for such products, prior to the inclusion of such products under this MSA, Customer shall pay for any labor, materials, adjustments and upgrades deemed necessary by Vendor to place such products in good operating condition. Any such products added to this MSA shall be deemed to be Added Products pursuant to Section 3.3 above.

8. Other Services. Any services which are not specifically included in the Maintenance Services and which Customer wishes Vendor to perform shall be at an additional cost to Customer and shall be performed, if at all, pursuant a separately executed Professional Services Attachment to the Master Relationship Agreement ("PSA").

**Exhibit A to the Maintenance Services Attachment**

1. **Severity Definitions.** Customer and Vendor shall jointly determine the Severity Level to be assigned to a particular Solution Error reported by the Designated Contact(s) to Vendor in a Service Request. Such Errors shall be classified in accordance with the following chart:

<b>Severity Level</b>	<b>Severity Level Definitions</b>
Severity 1	Critical Customer Business Impact: A failure in the operation of the Solution or a Solution Component in a Production Environment that results in critical impact to Customer's business. No available Workaround.
Severity 2	Significant Customer Business Impact: 1) An intermittent failure in the operation of the Solution or a Solution Component in a Production Environment that results in a significant impact to Customer's business; or 2) A failure in the operation of the Solution or a Solution component in a lab or development environment that results in a critical impact to such lab or development environment. No available Workaround.
Severity 3	Minimal Customer Business Impact: A non-essential problem that results in diminished functionality of the Solution or a Solution Component where the Products are substantially operational. Includes reported issues with Documentation.
Severity 4	No Business Impact: Issue(s) or questions(s) related to the Solution or a Solution Component, but there is no impact on Customer operations.

2. **Maintenance Services.** Subject to Customer's fulfillment of its obligations defined in the MSA, the following services shall be performed by Vendor during the Maintenance Services Term:

2.1 Vendor Helpdesk support shall be performed in accordance with the Hours of Support and Call Back Response Times, described in Sections 3 and Sections 4 below, as applicable.

2.2 Upon Vendor's determination that a Service Request is related to an Error and such Error results in a Severity Issue, such Error shall be worked on until the Products are restored to pre-Error functionality. Restoration may be in the form of a Workaround, a Hot Fix or, if necessary, a Minor Release. In some cases, the Products may not materially conform to the Documentation because of an error in the Documentation, rather than an Error in the Products. In such cases Vendor may provide corrected Documentation.

2.3 Service Requests for issues (all Severity Levels) shall be initiated by Customer by contacting the Vendor Helpdesk:

2.3.1 NICE Interaction Management Products: Designated Contact may open a Service Request through the Self-Service Portal, or by calling (800) 642-3611.

2.3.2 NICE Workforce Management Software: Designated Contact may open a Service Request either through the Self-Service Portal or by calling (800) 367-4390 or (972) 301-1300.

2.3.4 NICE Performance Management or NICE Incentive Compensation Management Software: Designated Contact may open a Service Request through the Self-Service Portal, or by calling (800) 640-1873.

3. **Software Maintenance:** The following Maintenance Services for Software shall be performed by Vendor ("**Software Maintenance Services**"):

3.1 *Software Hours of Support Table.*

<b>Remote Support Coverage</b>	<b>Hours of Support</b>
Severity 1	Extended Hours
Severity 2 through Severity 4	Standard Hours



3.2 *Software Call Back Response Times Table.*

Call Back Response Time	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Objective	1 Hour	2 Business Hours	Next Business Day	Next Business Day

3.3 Software Maintenance Services.

3.3.1 Vendor shall perform Software Maintenance Services in accordance with Software Hours of Support and the Software Call Back Response Times, and shall apply to the Severity Level assigned to such a Service Request.

3.3.2 Vendor shall provide Customer with access to Releases, if and when such Releases are made commercially available by Vendor to its customers generally.

3.3.2.1 Except for any Minor Releases, Hot Fixes and Workarounds that Vendor deems to be self-installable by Customer ("Self-Installable Correction(s)"), Vendor shall install all Minor Releases, Hot Fixes and Workarounds. If Customer request Vendor to perform the installation of a Self-Installable Correction, such installation shall be at an additional cost and subject to the terms of a PSA.

3.3.2.2 If Customer elects to have Vendor install a Major Release, Customer shall pay the Fees required to implement such Major Release, and Customer shall be responsible for any additional costs associated with such implementation, including, but not limited to, updating any third party software required for the Major Release, such as any Microsoft™ server or workstation applications (including SQL server licenses), or any additional hardware.

4. Equipment Maintenance: If Customer has signed an Equipment Purchase Attachment under the Master Relationship Agreement, the following Maintenance Services for such Equipment shall be performed by Vendor ("Equipment Maintenance Services"):

4.1 *Equipment Hours of Support Table.*

Remote Support Coverage	Hours of Support
Severity 1 - 4 support coverage (Remote)	Standard Hours

4.2 *Equipment Call Back Response Times Table.*

Call Back Response Time	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Objective	1 Business Hour	2 Business Hours	Next Business Day	Next Business Day

4.3 Equipment Maintenance Services.

4.3.1 Vendor shall perform Equipment Maintenance Services in accordance with Equipment Hours of Support and the Equipment Call Back Response Times, as such apply according to the Severity Level assigned to a Service Request.

4.3.2 Vendor shall perform analysis, diagnosis and repair or, at Vendor's discretion, replacement of faulty Equipment components, which includes dispatch of required parts to repair faulty Equipment components ("Repair Parts") and, where Vendor considers it necessary, the attendance of Vendor Personnel at the Customer location. Unless otherwise agreed upon by Vendor and Customer, Repair Parts will be shipped overnight.

*[End of Maintenance Services Attachment]*