

## PSAP Grant Program Grant Ranker

# View Application--62--Chesapeake Voice Log Recorder

**Grant Period:** 2010

**Tier:** Replacement of out of service wireless E-911 equipment to enable primary PSAP to maintain current service levels to the general public (**OUT OF SERVICE**)

**Grant Program:** Continuity and Consolidation **Grant Type:** Individual PSAP

**Priority:** Voice Recorders and logging system (**VOICE**)

**Primary PSAP Applicants:** Chesapeake Police Communications

**Jurisdictions Served:** Chesapeake, City of

### **Project Director:**

Gregory S. Staylor  
Lieutenant/911 Coordinator  
304 Albemarle Dr, Chesapeake, VA 23322-5502  
757-382-8746 (phone)  
757-382-6149 (fax)  
gstaylor@cityofchesapeake.net

### **Project Description:**

**Total Project Cost** \$250,000.00

**Amount Requested:** \$150,000.00

### **Statement of Need:**

The current Voice Logging equipment and software (Dictaphone - Freedom system) must be replaced as it will be out of service in 2010 and is a necessary system for the function of 911 services and public safety dispatch function.

### **Comprehensive Project Description:**

Replacement of the Voice Logging Recorder System as current system will be out of service in 2010.

### **How will the equipment purchased will support future technologies for PSAP readiness?:**

It will enable the continued logging and recording of emergency 911 calls and public safety dispatches.

### **Budget and Budget Narrative:**

The attached quote from NICE is a representational estimate for budget purposes. As the replacement may require a bid process, this quote is used for cost approximation only.

### **Evaluation:**

Successful recording and logging of emergency 911 calls and public safety dispatches will be continually monitored and any deviation from 100% recording and logging rates will be documented.

**Attachments**

<a href="#">081027 NICE Logger.xls</a>



NICE Systems, Inc.  
 11480 Commerce Park Dr.  
 Suite 220  
 Reston, VA 20191  
 Tel: 201-549-1843  
 Fax: 703-464-1096

**Chesapeake Police Department**  
 Digital Logging Recorder System  
 (H/W + Software Solution)

To: Chesapeake Police Department  
 Attn: Lt. Greg Staylor  
 Address: 304 Albemarle Drive  
 Chesapeake, Va. 23322

Quotation #:  
 Quotation Date:  
 Quote Valid Until:  
 Install Location Contact:

Phone: 757-382-8746  
 Email:

SE:

**System Description: This is a parallel system consisting of two 120 channel analog Nicelog Recorders with DVD drives and raid 5 resiliency, Public Safety bundle with 26 Last message replay software licenses, 3 Scenario Replay licenses, ANI-ALI and SNMP and Storage Center Software including servers.**

Model Number	Quantity	Description	Unit Price
<b>Platforms - NICE®</b>			
<b>NiceLog® Loggers</b>			
<b>Logger A</b>			
PSBAS-120	1	120 Channel NiceLog® Bundle Includes: ▶ Recording platform (Voice Logger) Including NiceLog® V8.9 SW ▶ Dual DVD drives - 2440 hours per DVD ▶ Hot-swappable redundant Power Supply ▶ On/Off hook detection ▶ DTMF detection (for analog telephony interface only) ▶ Beep tone insertion for analog interface Loggers ▶ OS SNMP Agent ▶ Caller ID (for analog telephony interface only) ▶ G729 Compression ▶ DTMF ROD (for analog telephony interface only)	\$71,000
PSHR15600R5N	1	Total of 15600 hours on line with RAID-5 resiliency	\$3,000
ANALOG8	15	8 Channels - Analog interface	No Charge
EXT-SQCH	1	Activity detection by external trigger (squellch) (per 24 inputs)	\$2,000
CA04	5	Open-leads cable for up to 24 extensions - 10m long	\$260
<b>Logger B</b>			
PSBAS-120	1	120 Channel NiceLog® Bundle Includes: ▶ Recording platform (Voice Logger) Including NiceLog® V8.9 SW ▶ Dual DVD drives - 2440 hours per DVD ▶ Hot-swappable redundant Power Supply ▶ On/Off hook detection ▶ DTMF detection (for analog telephony interface only) ▶ Beep tone insertion for analog interface Loggers ▶ OS SNMP Agent ▶ Caller ID (for analog telephony interface only) ▶ G729 Compression ▶ DTMF ROD (for analog telephony interface only)	\$71,000
PSHR15600R5N	1	Total of 15600 hours on line with RAID-5 resiliency	\$3,000
ANALOG8	15	8 Channels - Analog interface	No Charge
EXT-SQCH	1	Activity detection by external trigger (squellch) (per 24 inputs)	\$2,000
CA04	5	Open-leads cable for up to 24 extensions - 10m long	\$260
			<b>NICE Platforms SUB-TOTAL:</b>

Software/Applications			
<b>NICE Applications (NiceLog®)</b>			
PSAPSBND	1	Applications bundle for Public Safety <ul style="list-style-type: none"> <li>▶ NiceLog® Media Library package</li> <li>▶ NICE Monitoring (Enhanced SNMP) station license</li> <li>▶ 3 x Scenario Replay™ user license</li> <li>▶ 5 x Last Message Replay™ - seat (position) license</li> <li>▶ 3 x NICE Monitor user license</li> <li>▶ Single Administrator license</li> <li>▶ MSSQL-Server 2000 software + MS SQL Client Access Licenses (CAL)</li> <li>▶ User's manual CD</li> </ul>	\$5,000
CD-89-ANI/ALI	1	ANI-ALI Annotator	\$1,000
NAP89-LMR	8	Last Message Replay™ - Additional License	\$80
CSTRCK-SNMP1	1	Castle Rock SNMP Solution	\$2,400
<b>Call Logging Server (NiceCLS™) Software</b>			
NCLS89-SW-SRV	1	NiceCLS™ Basic Server (SW Only)	\$500
NCLS89-REC	5	NiceCLS™ Server license (per 50 seats)	\$1,000
NCLS89-TOTAL	1	Total recording Software license (per NiceCLS™ Server)	\$500
NCLS89-FREE SEATING	1	NiceCLS™ configured with Free Seating support	No Charge
CD-89-CVOX	1	Logger activity detection driver	\$1,000
<b>NICE Storage Center™ Software</b>			
SC89-SRVR	1	NICE Storage Center™ Basic Software - Per Server	\$3,000
SC89-CHANLIC	5	NICE Storage Center™ Channel License - per 50 Channels	\$2,000
			<b>Software SUB-TOTAL:</b>
<b>Hardware - Commercial</b>			
<b>Servers/Workstations</b>			
PS-SUP-HW2	1	Supervision Workstation/360	\$10,300
PS-CLS-HW2	2	CLS Server	\$16,300
PS-NS-EQUIPMENT	1	Replay Workstation.	\$5,570
PS-NS-EQUIPMENT	2	Storage Center Server Type 2 - 584GB (5*146GB 730GB RAID 5)	\$13,990
<b>Ancillaries</b>			
PS-RACK-HW1	1	42U Rack, Monitor, KVM 16 ports	\$7,990
PS-RAILS-HW1	2	Logger Sliding Rails	\$250
PS-NS-EQUIPMENT	1	CISCO 2960-48 48 Port Managed Switch	\$1,824
PS-PDU-12	1	110V Power Distribution Units (8 Outlets)	\$1,100
PS-NS-EQUIPMENT	2	SQU-EXT Cable (Contact Closure (DB25) to 66 Block Cable per 24 channels)	\$123
			<b>Commercial Hardware SUB-TOTAL:</b>
			<b>HARDWARE and SOFTWARE TOTAL:</b>

<b>Services</b>			
<b>Loggers</b>			
PS-IN-RPI03-PS	1	NiceLog® Installation, 169 - 360 channels, 8 to 5 M-F Local Time - includes ANI/ALI Driver Installation	\$9,000
<b>Applications</b>			
PS-IN-ASC01-PS	1	Installation, setup and configuration of Stand-Alone NiceCLS™ Server with a Single Driver, 8 to 5 M-F Local Time. Software Only or COTS. No Trunked Radio.	\$2,000
PS-IN-ASC05-PS	1	NICE Storage Center Installation, 8 to 5 M-F Local Time	\$5,000
PS-IN-ASC010-PS	13	Installation, setup and configuration of Software installation per workstation includes all required NICE software: Administrator, Supervision, Scenario Replay, LMR, etc.	\$250
PS-IN-VAR05-PS	1	Setup of SNMP Traps and SNMP Management Consoles - Castlerock	\$1,000
<b>Project Management</b>			
PS-PM-PM1-PS	1	Remote Project Management Basic Management Fee per Site Includes: - Standard Project Plan - Standard Statement of Work - Pre-Installation Teleconference - Project Kickoff Teleconference - Mid-way Project Management Teleconference - Debriefing Teleconference	\$5,000
PS-PM-PM04-PS	1	Remote Project Management Addon for Storage Center Implementation. Must Include Remote Project Management Basic Management Fee (PS-PM-PM1-PS)	\$2,000
<b>Training</b>			
PS-TR-EU01-PS	1	NiceLog System Administration Training. Maximum of 6 students. Single Day. Instructor led training held at client site covering features of client's recording solution. Includes System Administration, Supervision, Monitor, Query, optional Reports Package and optional Scenario Replay and optional Last Message Replay.	\$4,000
<b>Shipping</b>			
Shipping	1	Shipping of hardware and software (FOB Destination)	\$4,076
			<b>Services SUB-TOTAL:</b>
			<b>TOTAL:</b>
			Trade-in or discount -82.

Net cost after trade and discount		
Level	Support Coverage (per year)	YR 1 Warranty Plus
Silver	Eight (8) hours, five (5) days per week. (8 to 5)	\$19,023
		<b>Total:</b>
		<b>\$19,023</b>
Gold	Twenty-four (24) hours, seven (7) days per week	\$24,458
		<b>Total:</b>
		<b>\$24,458</b>

**Recommended Spares**

<b>NiceLog®</b>			
603B0069-51	1	HDD, 73GB, ULTRA 320 SCSI, 68 pin	\$616
155A0206-52	1	SBC card, Pentium M 1.8 GHz w/vga/lan	\$1,554
503R0571-2E	1	BA, ALI 4 with squelch	\$2,814
503R0571-2E	1	BA, ALI 4	\$2,814
301B0070-51	1	Power Supply 500W, 1+1, Redundant, Hot Swap	\$1,027
607B0013-51	1	DVD-RAM DRIVE 9.4GB/DOUBLE Side (PANSW9574-CNA) IDE, White Bezel - not inc media.	\$216

**Terms:**

Payment Terms: Net 30 Days\*  
Validity of Estimate: 90 Days (Quotation Refresh Mandatory After 90 Days)  
Terms of Delivery: FOB NICE HQ - Rutherford, New Jersey (FOB "Site")\*  
Estimated Delivery: 8 Weeks ARO (Delivery is contingent upon stock availability at the time of order placement)

\* See Terms Tab for Complete Explanation

The above referenced proposal for the fees associated with the license of software and the purchase of services and hardware has been provided for information purposes. These fees are subject to change based on the final software, services and hardware s

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PM-CHE-41382-er  
16-Oct-08  
14-Jan-09

PMAGNEZI

Extended Price
\$71,000
\$3,000
No Charge
\$2,000
\$1,300
\$71,000
\$3,000
No Charge
\$2,000
\$1,300
<b>\$154,600</b>

\$5,000
\$1,000
\$640
\$2,400
\$500
\$5,000
\$500
No Charge
\$1,000
\$3,000
\$10,000
<b>\$29,040</b>

\$10,300
\$32,600
\$5,570
\$27,980
\$7,990
\$500
\$1,824
\$1,100
\$246
<b>\$88,110</b>

**\$271,750**

\$9,000
\$2,000
\$5,000
\$3,250
\$1,000
\$5,000
\$2,000
\$4,000
\$4,076
<b>\$35,326</b>

**\$307,076**

,638.

<b>\$224,438</b>
<b>YRS 2-5 (PER YR)</b>
\$40,763
<b>\$40,763</b>

\$56,281
<b>\$56,281</b>

\$616
\$1,554
\$2,814
\$2,814
\$1,027
\$216
<b>\$9,657</b>



Administration Workstation

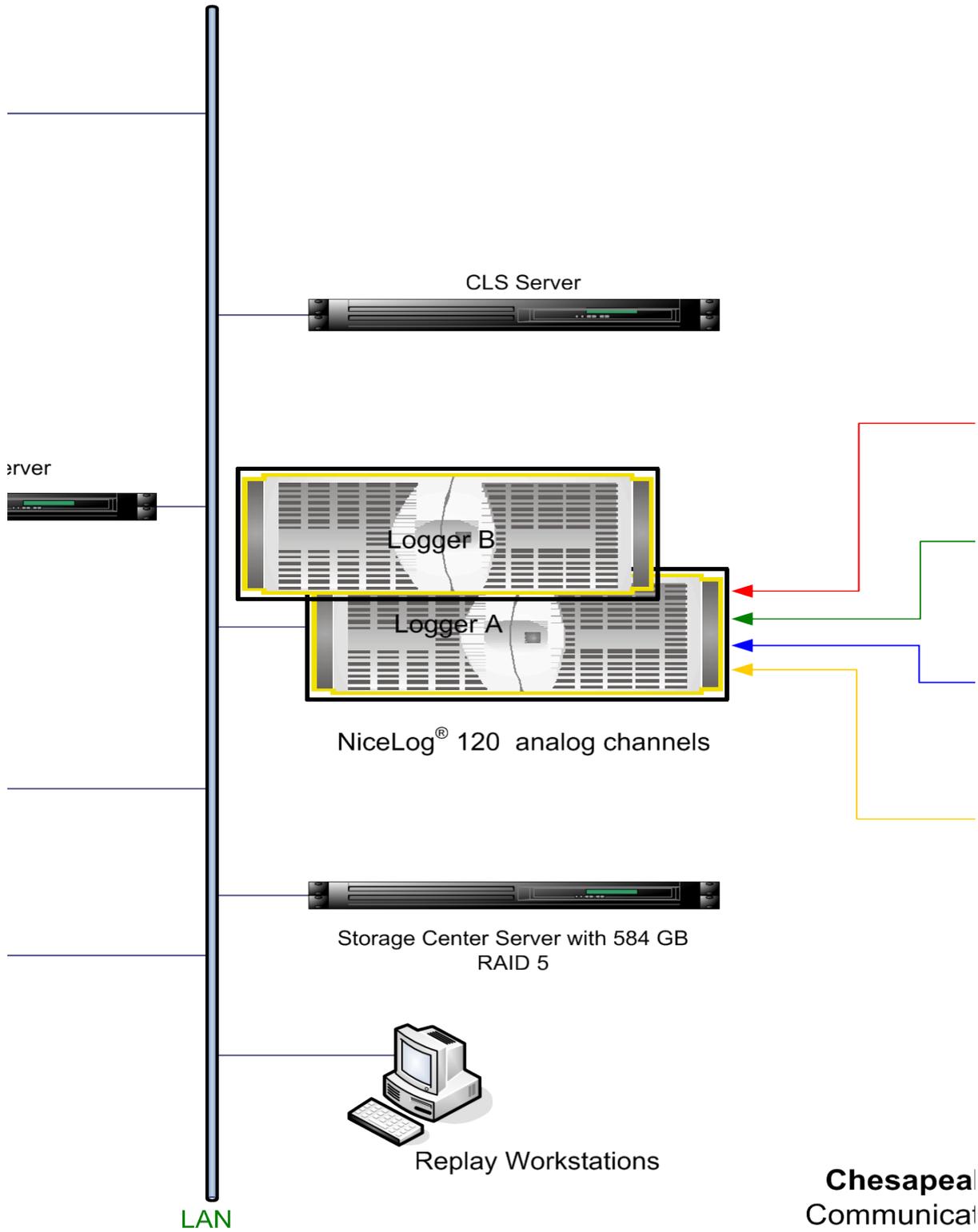
Supervision Se



NiceMonitor  
(1 x Live Monitor Application)



Replay Workstations



Demarcation (Punch Blocks) – from  
Radio Audio

Demarcation (Punch Blocks) – Radio  
Audio from Conventional Channels

Demarcation (Punch Blocks) –  
Telephone Audio from Call taker/  
Dispatch position

Contact closure - external trigger  
(squelch)

**ke Police Department**  
Communications Recording System

## Assumption/Dependencies

- Provided quotation and proposal is based on the following assumptions and dependencies.

Item	Assumption/Dependencies
	<b>Facilities (Electrical, HVAC and Dimensions)</b>
	Customer will provide sufficient power to the purchased recording system (including circuit breakers with appropriate amperage and voltage, cabling, and outlets) as specified in provided quotation within 10 feet (power cord length) of provided rack space. <ul style="list-style-type: none"> <li>• NiceLog = 2 x 110/220 auto-ranging socket each</li> <li>• CLS (ATIA and Telephony) Server = 2 x 110/220 auto-ranging socket each</li> <li>• Storage Center Server = 2 x 110/220 auto-ranging socket each</li> <li>• Admin Server = 2 x 110/220 auto-ranging socket each</li> </ul>
	Electrical connectors for all equipment provided by NICE are standard NEMA 5-15P, 3-wire, non-locking, straight blade, grounded plugs.
	Customer will provide sufficient Heat Dissipation (Total BTU's) for the proposed system (as specified in the quotation).
	Provided racks have the following dimensions; H82.25in, W23.62in, D39.4in, and a max weight of 2000lbs and max weight per square ft of 125. Customer will ensure that equipment rooms will provide sufficient space and floor support to accommodate all provided equipment.
	Each equipment cabinet will be configured with a total of x 110Volt 30 Amp PDUs. Customer must provide sufficient power feeds to supply both cabinets. Electrical Connection for each PDU is via NEMA L5-30P Twist Lock connectors.
	Default hardware provided with recorders is designed for use with standard ("IT" Type) 19", 4 post racks (proposed). If only 19", 2 post "telephony" type racks are provided, the customer will provide appropriate shelving to accommodate all equipment. 2 post rack shelving may be provided for system servers. The customer is responsible for notifying the seller at time or order.
	If customer wishes to have parallel operation of new NICE system and legacy recording system, the customer shall provide sufficient space (floor, rack, etc) in work area.
	The provided system is not certified for seismic activity and does not include any hardware or subsystems making it more [or less] susceptible to seismic activity.
	For NCF3 Installations, customer will provide Monitor/Mouse/Keyboard for the loggers and servers in the system
	Customer is responsible for providing Uninterruptable Power Supply (UPS) to system. If UPS facility not provided or purchased, customer is responsible for any an all system issues caused by uncontrolled shut-down due to power loss.
	<b>Demarcation</b>
	Customer will ensure the availability and proper function of all systems to and including the demarcation point.
	Customer is responsible for all wiring up to and including the demarcation point to include audio signalling, network and antennae (if required).
	Customer will provide demarcation point including all audio signals to within 10 feet (line length) of the back of the recording system.
	All analog telephony feeds will be in two-wire format.
	Customer will provide all telephony audio to a demarcation point within 10 feet of the recorder.
	Customer will provide sufficient UPS backup to provide full current to each rack for >= 5 minutes subsequent to loss of power to rack
	Telephone hand-sets must be within 1500 feet of the switch (lengths are "cable length" not "line of sight")
	<b>Interfaces</b>
	ANI/ALI data is only associated with inbound 911 calls and IS NOT associated with any radio calls. Customer will ensure ANI/ALI feed is presented to CLS Server via RS232 Cable.
	Customer is responsible for providing all necessary licensing and installation of CTI, CDR and SMDR feeds for any and all PBX's to meet the integration requirements.
	Unless otherwise specifically addressed and priced in this proposal, NICE makes no implicit or explicit commitment to interface to any third party software such as CAD, GIS, etc.
	<b>Labor</b>
	Customer will ensure that all contracted union or other labor will NOT DELAY acceptance, unloading, delivery, locating and affixing system cabinets and components in designated space

	NICE is NOT responsible for any aspect of Union or other labor negotiations, procurement, contracting, use or payment. If the customer requires the use of union or other labor for part or all work to be performed, the customer will contract with said labor to accept, unload, deliver, locate and affix system cabinets and components, wire and otherwise "setup" system components (such as cables and wiring) under the direction of a NICE Implementation engineer. The cost of non-NICE labor IS NOT reflected in ANY NICE proposal or quotation
	The customer will (at no expense to NICE or NICE representative) arrange to have their Motorola technician present during first day of the radio recording installation. Customer to provide detailed schematic of infrastructure, including details of all routers/switches for the data network relating to the recorder system and the mapping of phone lines in the system
	Customer will provide all required grounding equipment, hardware and required labor to ground supplied equipment according to their specifications.
	Customer will not require union or other "non-NICE" labor after siting (placement and wiring) of equipment
	<b>Network</b>
	Customer is responsible for all data network infrastructure not purchased from NICE including (but not limited to) switches, hubs, bridges, routers, firewalls, external caching devices and cabling.
	Customer will provide static IP addresses for each recording appliance and system server prior to beginning of implementation. It is the customer's responsibility to provide unfettered (no firewalls, etc) access between any and all recorders, servers and replay workstations.
	If a switch is NOT purchased from NICE, the customer will provide one network connection (CAT5/RJ45 cable) for each system component requiring network access
	Customer does not employ Network Address Translation (NAT) between any of the recording system components.
	Network utilizes Microsoft's TCP/IP protocol stack
	Network supports 100BaseT Ethernet
	Customer will provide signals from the customer network on minimum CAT 5 (RJ45 terminated).
	LAN/WAN latency is assumed to be less than 50 milliseconds
	Automated system processes such as automatic installation of patches, application pushes, automated anti-virus updates, etc. are not permitted to run on logging system components (loggers, servers, etc), unless specifically addressed in this proposal.
	<b>Implementation and Cut-Over</b>
	Hours for implementation (and training) will be 8:00AM - 5:00PM Local Time Monday through Friday, excluding NICE and Customer holidays (designated for all employees in official company documentation)
	Customer will provide sufficient facilities to conduct all training specified in the provided quotation.
	Customer will supply cubicle(s), conference room, office, or other appropriate space to NICE Implementation staff for duration of implementation and testing
	If customer wishes to have parallel operation of new NICE system and legacy recording system, the customer shall provide all duplicate connectivity (audio, ani/ali, network, etc) to both systems.
	NICE is NOT responsible for moving or removal of legacy recording system.
	All racks provided by NICE systems are black.
	Customer will provide any and all replay workstations for Scenario Replay Application unless specifically addressed in provided price quotation
	Customer will identify designated internal IT/Telephony/Network staff dedicated to the implementation of the purchased recording solution, in writing, prior to the commencement of the on-site implementation
	Customer is responsible for notifying the identified NICE Point of Contact (POC) in writing at least 72 hours in advance of schedule change or cancellation of services.
	Customer will provide all required site clearances for NICE staff from commencement of project (i.e. project kickoff meeting) through project completion designated by Customer signoff on Project Completion Document.
	Customer will designate an authorized representative to participate in system acceptance testing in its entirety. This representative will be identified prior to start of on-site implementation.

<b>Project Completion, Post Implementation, and Maintenance</b>	
	Customer will provide a dedicated operational analog phone line jack to the back of the system cabinet for remote diagnostics.
	Customer will ensure that all radio, dispatch, telephony and network systems are available and fully operational prior to commencement of the commissioning phase of the implementation.
	Customer will ensure availability of designated staff to assist in commissioning/implementation issues within 1/2 hour of notification by NICE staff.
	Unless specifically addressed and priced in this proposal, NICE is not responsible for disassembly, decommissioning or any other activities associated with the legacy system being replaced by the proposed NICE recording system.
	Customer will provide reasonable and necessary access to all required equipment upon verbal or written request by NICE Staff within 24 hours of access request
	Designated customer representative will sign Project Completion Document upon successful completion of all aspects of Acceptance Document.
	Customer is responsible for full-time system management subsequent to completion of implementation and training of customer staff
	NICE will not provide a dedicated, full-time, on-site technical support technician subsequent to sign-off on the Project Completion Document unless specifically contracted

**Customer:** \_\_\_\_\_

Title:

Date:

**NICE Rep:** \_\_\_\_\_

Title:

Date:

# Equipment Dimensions and Power Requirements

Item	Component	Metric				Imperial				Circuit (V)				Inlets (# of PSU's)	Static IP Addresses Required	Network Drops Required	
		Weight (Kg)	Height (mm)	Width (mm)	Depth (mm)	Weight (lbs)	Height (in)	Width (in)	Depth (in)	Height in Units (U)	Watts (joules/sec)	Draw (Amps)	Thermal Diss BTU/hr				
	Base Cabinet	111.1	2089.2	602.3	1000.0	245.0	82.25	23.62	39.4	47.0	-	-	-	-	-	-	
1	Monitor/Keyboard/Mouse	18.1	88.90	484.5	609.6	40.0	3.50	19.0	24.0	2.0	24	0.22	82	1	0	0	
2	KVM					38.1	1.75	19.0	17.5	1.0	48	0.48	164	1	0	0	
3	Ethernet Switch (Rear Facing)	1.5	44.45	484.5	160.0	3.2	1.75	19.0	6.3	1.0	40	0.36	136	1	1	1	
4	Administrator Server	27.2	44.45	44.6	660.7	60.0	1.75	19.0	26.0	4.0	460	4.18	1570	2	1	1	
5	NiceCLS™ Server	27.2	88.9	447.0	660.7	60.0	3.50	19.0	26.0	2.0	575	5.23	1962	2	1	1	
7	NICE Storage Center™ Server	26.8	218.4	484.5	673.1	59.1	8.60	19.0	26.5	4.9	401	3.65	1368	2	1	1	
8	NiceLog®	34.9	177.8	484.5	647.7	77.0	7.00	19.0	25.5	4.0	475	4.32	1621	2	1	1	
9	Spacing	0.0				0.0	1.75	19.0	26.5	1.0	0	0.00	0	0	0	0	
Total lbs =						848.4	>> max 2,000			26.5	31.8	3,222	29.80	10,994	17	8	8
lbs/sq ft =						62.9	>> max 125										

## Storage Requirement Calculations

### Compression Rates

Compression Standard	Bit Rate (kb/s)	Bytes per Minute	GB/hr
G711	64.0	480000	0.028800
GSM	16.0	120000	0.007200
G729A	8.0	60000	0.003600
G723(1)	6.3	47250	0.002835
G723(2)	5.3	39750	0.002385

### Local Hard Drive Calculations - Required storage on local hard drive (without Storage Center).

System	Channels	Utilization (Hrs per day)	On-line Retention (Days)	Compression (kbs)	TOTAL HDD Capacity (GB)	Overage Allowance	MB/hr	Storage (GB)	Required Storage (w/ Efficiency)	Required Storage (w/ Allowance)
Primary										
NiceLog 168	168	8	30	8.0	144	20%	3.6	145	203	244
NiceLog 144	144	8	30	8.0	144	20%	3.6	124	174	209
NiceLog 120	120	8	30	8.0	144	20%	3.6	104	145	174
NiceLog 96	96	8	30	8.0	144	20%	3.6	83	116	139
NiceLog 88	88	8	30	8.0	144	20%	3.6	76	106	128
NiceLog 80	80	8	30	8.0	144	20%	3.6	69	97	116
NiceLog 72	72	8	30	8.0	144	20%	3.6	62	87	105
NiceLog 64	64	8	30	8.0	144	20%	3.6	55	77	93
NiceLog 56	56	8	30	8.0	144	20%	3.6	48	68	81
NiceLog 48	48	8	30	8.0	144	20%	3.6	41	58	70
NiceLog 40	40	8	30	8.0	144	20%	3.6	35	48	58
NiceLog 32	32	8	30	8.0	144	20%	3.6	28	39	46
NiceLog 24	24	8	30	8.0	144	20%	3.6	21	29	35
NiceLog 16	16	8	30	8.0	144	20%	3.6	14	19	23

On-line Retention:	30	
Utilization (hrs/day):	8	
Compression:	G729A	G729A, G723(1) or G723(2)
Efficiency:	60%	
Overage Allowance:	20%	
Internal HDD Size:	72	Fixed at 72
RAID Level:	5	NONE, 1 or 5

### On-line (Storage Center) Storage Calculations - Storage Center HDD storage required based on totals from all loggers in proposed system.

System	Channels	Utilization (Hrs per day)	On-line Retention (Days)	Compression (kbs)	Overage Allowance	MB/hr	Storage (GB)	Required Storage (w/ Efficiency)
Primary								
NiceLog 168	168	8	180	8.0	20%	3.6	871	1,219
NiceLog 144	144	8	180	8.0	20%	3.6	746	1,045
NiceLog 120	120	8	180	8.0	20%	3.6	622	871
NiceLog 96	96	8	180	8.0	20%	3.6	498	697
NiceLog 88	88	8	180	8.0	20%	3.6	456	639
NiceLog 80	80	8	180	8.0	20%	3.6	415	581
NiceLog 72	72	8	180	8.0	20%	3.6	373	523
NiceLog 64	64	8	180	8.0	20%	3.6	332	464
NiceLog 56	56	8	180	8.0	20%	3.6	290	406
NiceLog 48	48	8	180	8.0	20%	3.6	249	348
NiceLog 40	40	8	180	8.0	20%	3.6	207	290
NiceLog 32	32	8	180	8.0	20%	3.6	166	232
NiceLog 24	24	8	180	8.0	20%	3.6	124	174
NiceLog 16	16	8	180	8.0	20%	3.6	83	116
NCF3 48	48	8	180	8.0	20%	3.6	249	348
NCF3 44	44	8	180	8.0	20%	3.6	228	319
NCF3 40	40	8	180	8.0	20%	3.6	207	290
NCF3 36	36	8	180	8.0	20%	3.6	187	261
NCF3 32	32	8	180	8.0	20%	3.6	166	232
NCF3 28	28	8	180	8.0	20%	3.6	145	203
NCF3 24	24	8	180	8.0	20%	3.6	124	174
NCF3 20	20	8	180	8.0	20%	3.6	104	145
NCF3 16	16	8	180	8.0	20%	3.6	83	116
NCF3 12	12	8	180	8.0	20%	3.6	62	87
NCF3 08	8	8	180	8.0	20%	3.6	41	58
NCF3 04	4	8	180	8.0	20%	3.6	21	29

Total Channels: 1360

TOTAL: 9,870

On-line Retention: 180  
 Utilization (hrs/day): 8  
 Compression: G729A G729A, G723(1) or G723(2)  
 Efficiency: 60%  
 Overage Margin: 20%  
 RAID HDD Size: 300

**Off-Line Storage Calculations - Storage requirements for off-line (removeable) media included with the proposed system.**

Off-Line Storage Information			
Type	Capacity Per Cartridge (GB)	Channel Hour Capacity (@G729A)	Hr/GB
DVD-RAM	9.4	2440	260
DDS-4	20	5000	250
AIT-1	25	6000	240
AIT-1	36	9000	250
AIT-2	36	9000	250
AIT-2	50	12200	244

System	Channels	Utilization (Hrs per day)	Off-line Retention (Days)	Compression (kbs)	Overage Allowance	MB/hr	Total Storage (GB)	Cartridge Capacity (GB)	Cartridges per 365 days
<b>NiceLog</b>									
NiceLog 168	168	8	365	8.0	20%	3.6	1766	50.0	35
NiceLog 144	144	8	365	8.0	20%	3.6	1514	50.0	30
NiceLog 120	120	8	365	8.0	20%	3.6	1261	50.0	25
NiceLog 96	96	8	365	8.0	20%	3.6	1009	50.0	20
NiceLog 88	88	8	365	8.0	20%	3.6	925	50.0	19
NiceLog 80	80	8	365	8.0	20%	3.6	841	50.0	17
NiceLog 72	72	8	365	8.0	20%	3.6	757	50.0	15
NiceLog 64	64	8	365	8.0	20%	3.6	673	50.0	13
NiceLog 56	56	8	365	8.0	20%	3.6	589	50.0	12
NiceLog 48	48	8	365	8.0	20%	3.6	505	50.0	10
NiceLog 40	40	8	365	8.0	20%	3.6	420	50.0	8
NiceLog 32	32	8	365	8.0	20%	3.6	336	50.0	7
NiceLog 24	24	8	365	8.0	20%	3.6	252	50.0	5
NiceLog 16	16	8	365	8.0	20%	3.6	168	50.0	3

Total Channels: 1048

Total Cartridges: 220

Off-line Retention (days): 365  
 Utilization (hrs/day): 8  
 Compression: G729A G729A, G723(1) or G723(2)  
 Cartridge Capacity (GB): 50.0  
 Single or Dual Config: D

System	Channels	Utilization (Hrs per day)	Off-line Retention (Days)	Compression (kbs)	Overage Allowance	MB/hr	Total Storage (GB)	Cartridge Capacity (GB)	Cartridges per 365 days
<b>NiceCall Focus III</b>									
NCF3 48	48	8	365	8.0	20%	3.6	505	9.4	54
NCF3 44	44	8	365	8.0	20%	3.6	463	9.4	49
NCF3 40	40	8	365	8.0	20%	3.6	420	9.4	45
NCF3 36	36	8	365	8.0	20%	3.6	378	9.4	40
NCF3 32	32	8	365	8.0	20%	3.6	336	9.4	36
NCF3 28	28	8	365	8.0	20%	3.6	294	9.4	31
NCF3 24	24	8	365	8.0	20%	3.6	252	9.4	27
NCF3 20	20	8	365	8.0	20%	3.6	210	9.4	22
NCF3 16	16	8	365	8.0	20%	3.6	168	9.4	18
NCF3 12	12	8	365	8.0	20%	3.6	126	9.4	13
NCF3 08	8	8	365	8.0	20%	3.6	84	9.4	9
NCF3 04	4	8	365	8.0	20%	3.6	42	9.4	4

Total Channels: 312

Total Cartridges: 349

Off-line Retention (days): 365  
 Utilization (hrs/day): 8  
 Compression: G729A G729A, G723(1) or G723(2)  
 Cartridge Capacity (GB): 9.4  
 Single or Dual Config: D

## Bandwidth Consumption Calculations

**Bandwidth Consumption for Replay** - Total daily network bandwidth consumed as a result of search and replay activities.

### Replay Parameters

Compression: **G729A** G729A, G723(1) or G723(2)  
 Ave Replays/Day: **60**  
 Ave Duration (sec): **180**

Ave. Replays Per Day	Average Replay Duration (sec)	Average Replay Duration (min)	Compression (kbs)	MB/min	Ave Transfer per Day (MB)
60	180	3.00	8.0	0.0600	10.80

**Bandwidth Consumption for Storage Center** - Total daily network bandwidth consumed as a result of audio transfer to Storage Center Server(s)

### NiceLog Parameters

Compression: **G729A** G729A, G723(1) or G723(2)  
 Utilization (hrs/day): **8**  
 Efficiency: **60%**  
 Overage Margin: **20%**

Logger	System	Channels	Compression (kbs)	MB/hr	Utilization (Hrs per day)	Efficiency	Overage Allowance	Total Transfer Per Day (MB)	Ave. Transfer/hr/24hr (MB)
NiceLog									
1	NiceLog 168	168	8.0	3.60	8	60%	20%	9676.8	403.2
2	NiceLog 144	144	8.0	3.60	8	60%	20%	8294.4	345.6
3	NiceLog 120	120	8.0	3.60	8	60%	20%	6912.0	288.0
4	NiceLog 96	96	8.0	3.60	8	60%	20%	5529.6	230.4
5	NiceLog 88	88	8.0	3.60	8	60%	20%	5068.8	211.2
6	NiceLog 80	80	8.0	3.60	8	60%	20%	4608.0	192.0
7	NiceLog 72	72	8.0	3.60	8	60%	20%	4147.2	172.8
8	NiceLog 64	64	8.0	3.60	8	60%	20%	3686.4	153.6
9	NiceLog 56	56	8.0	3.60	8	60%	20%	3225.6	134.4
10	NiceLog 48	48	8.0	3.60	8	60%	20%	2764.8	115.2
11	NiceLog 40	40	8.0	3.60	8	60%	20%	2304.0	96.0
12	NiceLog 32	32	8.0	3.60	8	60%	20%	1843.2	76.8
13	NiceLog 24	24	8.0	3.60	8	60%	20%	1382.4	57.6
14	NiceLog 16	16	8.0	3.60	8	60%	20%	921.6	38.4

Total System Transfer = **60364.8 MB/day**  
**60.3648 GB/day**

### NCF3 Parameters

Compression: **G729A** G729A, G723(1) or G723(2)  
 Utilization (hrs/day): **8**  
 Efficiency: **60%**  
 Overage Margin: **20%**

Logger	System	Channels	Compression (kbs)	MB/hr	Utilization (Hrs per day)	Efficiency	Overage Allowance	Total Transfer Per Day (MB)	Ave. Transfer/hr/24hr (MB)
NiceCall Focus 3									
1	NCF3 48	48	8.0	3.60	8	60%	20%	2764.8	115.2
2	NCF3 44	44	8.0	3.60	8	60%	20%	2534.4	105.6
3	NCF3 40	40	8.0	3.60	8	60%	20%	2304.0	96.0
4	NCF3 36	36	8.0	3.60	8	60%	20%	2073.6	86.4
5	NCF3 32	32	8.0	3.60	8	60%	20%	1843.2	76.8
6	NCF3 28	28	8.0	3.60	8	60%	20%	1612.8	67.2
7	NCF3 24	24	8.0	3.60	8	60%	20%	1382.4	57.6
8	NCF3 20	20	8.0	3.60	8	60%	20%	1152.0	48.0
9	NCF3 16	16	8.0	3.60	8	60%	20%	921.6	38.4
10	NCF3 12	12	8.0	3.60	8	60%	20%	691.2	28.8
11	NCF3 08	8	8.0	3.60	8	60%	20%	460.8	19.2
12	NCF3 04	4	8.0	3.60	8	60%	20%	230.4	9.6

Primary System Total = **17971.2 MB/day**  
**17.9712 GB/day**

## NICE Provided Server Specifications

Server Type	Specifications
Supervision Server Type I	DL360 G5 DC 3.0GHz 1333MHz,1GB RAM, 2*36G 80G Raid 1, Hot Swap PS, DVD-CD-RW, OS 2003
CLS Server Server	DL380 G5 DC 3.0GHz 1333MHz, 2GB RAM, 3*72GB 146GB RAID 5,EXT Dat Tape 72 Kit with mount,Hot Swap PS,DVD-CD-RW,Ext. Modem, OS 2003
Storage Center 584GB	DL380 G5 DC 3.2GHz 1066MHz, 2GB RAM, 5*146GB 730GB RAID 5, Hot Swap PS,DVD-CD-RW, OS 2003

Customer:

NICE Systems, Inc.  
11480 Commerce Park Drive, Suite 220, Reston, VA 20191  
#REF!

## Purchase Agreement

- 1. Scope:** \_\_\_\_\_ ("Customer") named on the sales purchase order ("Purchase Order") to which this Purchase Agreement is attached ("Agreement") and into which this Agreement is incorporated by reference agrees to purchase from NICE Systems Inc. ("NICE") and NICE agrees to sell to Customer equipment ("Equipment"), licenses to the NICE proprietary software ("NICE Software") and licenses to third party software ("Third Party Software") (collectively referred to herein as "Products"), as more fully described in the applicable Purchase Order attached hereto. Use of any NICE Software and/or Third Party Software shall be governed by the terms of the license agreements which accompany the delivery of such NICE Software and/or Third Party Software.
- 2. Fees and Purchase Order:** The fees for the Products, which include the cost of Equipment, license fees for the NICE Software and Third Party Software, and shipping, delivery, professional and related installation services (professional and related installation services shall be collectively referred to herein as the "Professional Services") and any other charges applicable thereto (collectively, "Fees") shall be set forth on the Purchase Order and payable to NICE in accordance with Section 3 below. The Purchase Order shall be governed by this Agreement and, if any terms on a Purchase Order conflict with this Agreement, this Agreement shall prevail. The Purchase Order shall be subject to final approval by NICE within ten (10) business days of receipt of such Purchase Order. If Customer submits a Purchase Order with no requested delivery date, then the requested delivery date shall be deemed no later than one hundred eighty (180) days from the date of the purchase order.
- 3. Payment Terms:** Customer shall pay any Fees or other costs due hereunder in U.S. dollars, in full within thirty (30) days of Customer's receipt of invoice. NICE is not obligated to extend any credit to Customer and reserves the right, in NICE's sole discretion, to revoke any credit extended. Any amount due to NICE which is not paid within thirty (30) days of the date of receipt shall accrue interest at one and one-half percent (1½%) per month, or such lesser amount required by law, assessed from the date of the receipt of invoice through the date of payment. Payment of Fees shall be made in accordance with the following: NICE shall invoice Customer:  
(i) For Products, including, but not limited to, shipping and delivery charges, upon shipment by NICE to Customer; and  
(ii) For Professional Services, upon the Professional Services having been rendered.
- 4. Taxes:** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state or otherwise, however designated, but excluding taxes on NICE's income, which are levied or imposed by reason of the transactions contemplated by the Purchase Order. Without limiting the foregoing, Customer shall promptly pay to NICE an amount equal to any such taxes actually paid, or required to be collected or paid by NICE. If Customer, at any time, claims that its purchase is exempt from any taxes, including without limitation sales taxes, it shall be Customer's responsibility to provide NICE with the appropriate tax exemption certificate(s). NICE reserves the right to charge Customer for the taxes required to be paid until proof of exemption acceptable to NICE is provided to NICE by Customer.
- 5. Delivery and Title to Products:** After receipt of the Purchase Order executed by both parties hereto, on the date set forth in such Order, NICE shall deliver the Products purchased in such Purchase Order to the site designated in such Purchase Order ("Customer Site"). Customer shall be responsible for all shipping and insurance costs regardless of which method of shipment is chosen by NICE. The price shown on the Purchase Order and all transportation provided hereunder are F.O.B. NICE's premises in New Jersey ("F.O.B. Site"). Title and risk of loss to the Products shall pass to Customer immediately upon the Products leaving the F.O.B. Site. If NICE pre-pays any of the foregoing Shipping Costs, NICE shall invoice Customer for all such Shipping Costs incurred by NICE or its agents, and Customer shall promptly pay such invoice pursuant to the provisions set forth in Section 3 herein. Customer agrees to indemnify, defend and hold NICE harmless for any damages, caused by the carrier or otherwise, to the Products, which occur after the Products leave the F.O.B. Site, including without limitation during any period prior to Customer's receipt of title to the System pursuant to this Section 5 herein; provided that such damages are not the direct result of gross negligence or intentional misconduct of NICE or its employees. If NICE secures insurance for any Products during shipment of the Products to any site designated by Customer, including without limitation the Customer Site, Customer agrees to pay all charges for any such insurance.
- 6. Installation:** Prior to the date agreed by the parties for installation, Customer shall provide NICE or NICE's designated installer with reasonable access to the installation site for purposes of determining site readiness for installation and shall designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall undertake, at its own expense, to prepare and make available the installation site for the Products according to NICE's instructions, which may include specific instructions for each Product. Customer also shall provide at its own expense all labor, equipment and other materials required to move the Products from the entrance of Customer's premises at the Customer Site to the installation site, including without limitation any lifting gear, carpentry, piping, electrical power supply as specified by NICE, power cable access points, telephone access in close proximity to where the Products will be installed, and working conditions as in the opinion of NICE are necessary for the installation of the Products. Prior to and during installation of the Products, Customer shall provide suitable and safe space for storage of the Products and any materials incident to installation, and shall assume all risk of loss in connection therewith. CUSTOMER SHALL INDEMNIFY NICE AGAINST ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF THE CONDITION OF THE STORAGE SITE AND INSTALLATION SITE FOR THE PRODUCTS, UNLESS SUCH LOSS, DAMAGE OR CLAIM IS DIRECTLY CAUSED BY NICE'S INTENTIONAL MISCONDUCT. Customer shall obtain at its cost and keep effective all permissions, licenses and permits, if any, whenever required in connection with the installation and/or use of the Products and the site where the Products will be situated.
- 7. Warranty:** 7.1 - NICE warrants that the Products will be free from defects in material and workmanship under conditions of normal use for a period of ninety (90) days after the date of Installation ("Warranty Period"). Should the Products or part thereof fail, at NICE's sole discretion, to be free from defects in materials or workmanship or fail to operate substantially in accordance with NICE's applicable functional specifications, at any time during the Warranty Period, Customer's sole and exclusive remedy shall be, and NICE's sole obligation shall be to, in NICE's sole discretion, repair or replace, or cause to be repaired or replaced, the Products or part thereof at no additional charge to Customer; provided that Customer has promptly reported same to NICE and NICE has, upon inspection, found such Products or part thereof actually to be defective. All replaced parts will become the property of NICE. Any warranty applicable to NICE Software or Third Party Software shall be set forth in the licenses therefor. If the Products or any part thereof is subject to warranty pursuant to Section 7.1 herein, NICE shall at its cost pay for on-site inspection and labor ("Warranty Service"), if such Warranty Service is deemed by NICE to be commercially practicable, and for the costs of any necessary shipment and handling to ship the Equipment or part thereof from Customer to NICE and from NICE to Customer. If any Products or part thereof:

Customer:

NICE Systems, Inc.  
11480 Commerce Park Drive, Suite 220, Reston, VA 20191  
#REF!

- (i) is excluded from warranty pursuant to Section 7.2 immediately below;
- (ii) is returned after the Warranty Period; or
- (iii) is found by NICE, in its sole discretion, not to be defective, Customer shall pay NICE for any costs incurred for shipping and handling and for any Warranty Service at NICE's then prevailing rates or such other rates as may be agreed by the parties in writing in a maintenance agreement.

The warranty provided in this Section 7.1 does not include damage to the Products resulting from a cause other than part defect or malfunction, including without limitation:

- (i) improper storage, misuse or unreasonable use;
  - (ii) neglect, accident, fire, lightning, power or air conditioning failure, unusual physical or electrical stress caused by forces or elements external to the Products, or other hazard; or
  - (iii) installation, testing, operation, maintenance, servicing or modification of the Products or part thereof by anyone other than NICE.
- The above warranty also does not apply if the original identification marks on such Products or part thereof have been removed or altered.

7.2 - THE WARRANTY SET FORTH IN SECTION 7.1 ABOVE IS THE ONLY WARRANTY MADE BY NICE. NICE MAKES AND CUSTOMER RECEIVES FROM NICE NO OTHER WARRANTY EXPRESSED OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REMEDY SET FORTH IN SECTION 7.2 HEREIN IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER.

**8. NICE Software and Third Party Software:**

Any use by Customer of any and all software and user documentation provided by NICE in connection with the Products or otherwise shall be subject to and in compliance with any restrictions or other provisions set forth in the license agreement for the applicable software, regardless of whether such license is granted by NICE or a third party. Without limitation of the foregoing, Customer acknowledges and agrees that the license of any software to Customer is a limited right to use such software and does not constitute a sale of such software to Customer, and that all right, title, interest in and to any and all intellectual property therein is and shall remain at all times the property of NICE or the applicable software manufacturer. Customer shall not assign, sublicense, transfer, pledge, lease, rent or share rights under any license agreement provided hereunder, unless expressly permitted under such license agreement. Customer shall treat the software licensed hereunder as Confidential Information (as defined herein), subject to the provisions regarding Confidential Information set forth herein.

**9. Cancellations of Purchase Order:**

Customer may cancel the Purchase Order by delivering to NICE a written cancellation notice ("Cancellation Notice"). Upon cancellation pursuant to a Cancellation Notice, Customer shall be subject to a restocking fee ("Cancellation Restocking Fee") as follows: (i) a fee to Customer of fifteen percent (15%) of the Fees if NICE receives a Cancellation Notice more than fifteen (15) days prior to the confirmed date of shipment; (ii) a fee to Customer of thirty percent (30%) of the Fees if NICE receives a Cancellation Notice between fifteen (15) and ten (10) days prior to the confirmed date of shipment; and (iii) a fee to Customer of eighty percent (80%) of the Fees if NICE receives a Cancellation Notice less than ten (10) days prior to the confirmed date of shipment. After receiving a Cancellation Notice and canceling the Purchase Order, NICE promptly shall submit a written invoice to Customer specifying the applicable Cancellation Restocking Fees.

**10. Confidential Information**

Customer shall treat as confidential all information designated by NICE verbally or in writing as confidential, and any other information provided by NICE that in good conscience ought to be kept confidential (collectively, "Confidential Information"), shall not use Confidential Information except as set forth in this Agreement, and shall not disclose such Confidential Information to any third party. Confidential Information shall not include information that is required to be disclosed by court order.

**11. Indemnity by NICE:**

NICE shall defend or, at its option, settle any claim, suit or proceeding ("Claim") brought by a third party against Customer insofar as such Claim is based on a claim that any Equipment or NICE Software sold hereunder constitutes a direct infringement of any duly issued U.S. patent or copyright, and NICE will only pay the cost and damages finally awarded by a court of competent jurisdiction in any such Claim after exhaustion of all permissible appeals; provided that NICE is promptly informed in writing within five (5) business days after Customer's receipt of such notice, is furnished a copy of each communication, notice or other action relating to the alleged infringement, and is given all authority, information and assistance from Customer as NICE may require to defend or settle said Claim.

NICE shall have sole control of any defense and shall not be responsible for any compromise or settlement made without the prior written consent of NICE. If Customer participates in the defense or settlement of any matter, Customer shall be responsible for its own costs and expenses, including without limitation all legal fees and costs. If any Claim which NICE is obligated to defend has occurred, or in NICE's opinion is likely to occur, Customer agrees to permit NICE, at NICE's option and expense:

- (i) to procure for Customer the right to continue using the relevant Equipment or NICE Software;
- (ii) to replace with non-infringing alternates or modify the relevant Equipment or NICE Software so that it becomes non-infringing but its functionality after modification is substantially equivalent; or
- (iii) to terminate the Purchase Order with respect to the Equipment or NICE Software in question, to accept the return of such Equipment or NICE Software and to reimburse Customer for the Fees for such Equipment or NICE Software, less an amount equal to the Fees therefor as depreciated or amortized by an equal annual amount over a three (3) year period beginning from Installation.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF NICE, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE EQUIPMENT OR NICE SOFTWARE OR ANY PARTS THEREOF. The foregoing indemnity shall not apply if the infringement or alleged infringement arises out of

- (i) NICE's compliance with specifications or designs of Customer or of a purchaser from Customer;
- (ii) the Equipment or NICE Software being modified by, combined with, added to, interconnected with and/or used with any equipment, apparatus, device or software not supplied by NICE;
- (iii) the modification to the Equipment or NICE Software by any person or entity other than NICE; or
- (iv) misuse of the Equipment or NICE Software.

In addition to the foregoing, Customer shall promptly notify NICE in writing of any actual, suspected or apparent infringement of NICE's proprietary rights that may come to Customer's attention.

**12. Indemnity by Customer:**

12.1 - Customer shall indemnify, defend and hold harmless NICE and its affiliates, and their officers, directors, agents, employees, legal representatives, successors and assigns, and each of them from and against any and all Claims, liabilities, losses, penalties, damages, costs or expenses (including without limitation reasonable legal fees and expenses) (collectively, "Losses") arising out of, in connection with or based upon patent and/or copyright infringement:

Customer:

NICE Systems, Inc.  
11480 Commerce Park Drive, Suite 220, Reston, VA 20191  
#REF!

- (i) relating to the use or sale by Customer of any Products or part thereof in any combination, method, process or programming application;
- (ii) arising out of compliance by NICE or NICE certified technicians with modification specifications furnished by Customer;
- (iii) based on a Claim that the manufacture or sale of any Products hereunder as modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device or software not supplied by NICE hereunder constitutes such an infringement; and/or
- (iv) arising out of misuse of the Products.

12.2 - Except for infringement claims subject to Section 12.1 above, Customer shall indemnify and hold harmless NICE and its affiliates, and their officers, directors, agents, employees, legal representatives, successors and assigns, and each of them from and against any and all Losses arising out of, in connection with or based upon: (i) Customer's breach of this Agreement; (ii) Customer's possession, operation or use of the Products; or (iii) the intentional misconduct or negligence of Customer, its employees or agents. NICE shall provide Customer with prompt notice of any such claim.

**13. Limitation of Liability:**

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, NICE SHALL NOT BE LIABLE FOR ANY LOSSES TO PERSONS OR PROPERTY CLAIMED TO HAVE RESULTED FROM THE USE OF THE PRODUCTS PROVIDED HEREUNDER OR TO BE RELATED IN ANY WAY TO THE ACQUISITION OF SUCH PRODUCTS. IN NO EVENT SHALL NICE BE LIABLE TO CUSTOMER, ITS EMPLOYEES, AGENTS OR ANY OTHER PERSONS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER NICE HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN ANY EVENT, THE MAXIMUM EXTENT OF NICE'S LIABILITY TO CUSTOMER HEREUNDER FOR ANY PRODUCT HEREUNDER, SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO NICE FOR SUCH PRODUCT ACTUALLY GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL NICE BE LIABLE FOR ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

**14. Independent Contractors:**

It is expressly agreed that NICE and Customer 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 for any purpose. This Agreement and/or the Purchase Order 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 except to the extent and for the purposes expressly provided for and set forth herein.

**15. Force Majeure:**

A party hereunder shall not be liable for, nor be deemed to be in default by reason of, any delay or failure in the performance of its tasks (or any part thereof) under this Agreement or the Purchase Order, when such delay or failure is caused, in whole or in part, by circumstances constituting force majeure, including without limitation, an act of god, war, riot, strike, fire, flood or failure or delay on the part of subcontractors, suppliers or carriers, change in governmental regulations, or any other cause or circumstance, direct or indirect, beyond such party's reasonable control. Such failure or delay, to the extent it retards such party's performance or any other undertaking under this Agreement or the Purchase Order, will extend the time for performing the same for as many days beyond the applicable performance date as is required to correct the effects of such force majeure event.

**16. General:**

This Agreement, the Purchase Order hereunder and any performance related thereto shall be governed by and construed in accordance with the laws of the State of New Jersey, except for its conflict of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of the State of New Jersey. It is expressly agreed by the parties hereto that this Agreement and the Purchase Order hereunder shall not be governed by the provisions of the Convention on International Sale of Goods. Customer may not assign, without the prior written consent of NICE, its rights, duties or obligations under this Agreement or the Purchase Order to any person or entity, in whole or in part.

Customer agrees that NICE shall have the right to assign its rights, duties or obligations under this Agreement or the Purchase Order to any person or entity, in whole or in part, as long as the assignee is capable of adequately performing the rights and duties so assigned, as provided for herein. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any other right hereunder. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, the balance of the Agreement shall remain enforceable. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. This Agreement and attached Schedules constitutes the entire agreement between Customer and NICE with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver, or discharge is sought to be enforced. In the event of any conflict or difference between this Agreement and the Purchase Order attached hereto and incorporated herein, or any other documentation provided to Customer by NICE, this Agreement shall prevail. Sections 3, 5 (solely with respect to risk of loss passing to Customer and indemnification by Customer), 7.2, 12, 13, 14, 15 and this Section 16 shall survive cancellation of this Agreement or the Purchase Order.

Customer: \_\_\_\_\_

Title:  
Date:

NICE Rep: \_\_\_\_\_

Title:  
Date:

## Maintenance Level Descriptions

Level	Support Coverage	Call Back Response Time	On-Site Response Time for Priority 1 Service Issues
<b>Silver</b>	Eight (8) hours, five (5) days per week. (8 to 5)	Sixty (60) minutes after receipt of call from authorized representative	Six (6) hours
<b>Gold Lite</b>	<u>Phone Support</u> - Twenty-four (24) hours, seven (7) days per week <u>On-Site Support</u> - Eight (8) hours, five (5) days per week. (8 to 5)	Sixty (60) minutes after receipt of call from authorized representative	Six (6) hours
<b>Gold</b>	Twenty-four (24) hours, seven (7) days per week  * This option is available to customers where the location of the equipment is within a 4-hour drive time to most major metropolitan areas (identified at time of purchase). Authorization of Call Center Director required	Sixty (60) minutes after receipt of call from authorized representative	Four (4) hours
<b>Platinum</b>	Twenty-four (24) hours, seven (7) days per week  * This option is available to customers where the location of the equipment is within a 2-hour drive time to most major metropolitan areas (identified at time of purchase). Authorization of Call Center Director required.  * In addition to the fastest response times offered, the following items are also included with this level: <ul style="list-style-type: none"> <li>• Dedicated 800 dial in number</li> <li>• Periodic Maintenance, up to 4 per year, scheduled at the customers request</li> <li>• Disaster Preparation (backups, documentation)</li> <li>• Spare parts on site</li> </ul>	Thirty (30) minutes after receipt of call from authorized representative	Two (2) hours