

CONTRACT AMENDMENT NO. 4

Contract Number: SS8554-2/20 (Executed March 20, 2008)

Contract Title: NICE Digital Video/Audio Recording System (DVARs) Support Services & Maintenance Agreement

Contractor: NICE Systems Inc.
461 From Road, 3rd Floor, Paramus, NJ 07652

This Contract Amendment ("Amendment No. 4") amends the original Contract No. SS8554-2/20 dated March 20, 2008 between Miami-Dade County ("County") and NICE Systems, Inc. ("NICE"), which was previously amended by Amendments 1, 2 and 3, (collectively, the "Contract").

The Contract provides the Miami-Dade Aviation Department (MDAD), Miami-Dade Fire Rescue Department (MDFR), Miami-Dade Transit (MDT) Agency, Miami-Dade Police Department (MDPD), and Miami-Dade Seaport Department (MDSP) with maintenance support services, upgrades and maintenance for the proprietary Digital Video and Audio Recording Systems (DVARs) security system and Audio recording solutions, Digital Video Recording (DVR) located throughout the County. In case of any conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall prevail.

Whereas the County and NICE mutually desire to amend the Contract as set forth below; and

Whereas, all capitalized terms, which are used but not otherwise defined herein, shall have the meaning given to such terms in the Contract; and

Now therefore, the County and NICE agree as follows:

1. **ARTICLE 13, "ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES"** is hereby updated and replaced to read as follows:

During the Term of this Contract, the County may order additional Equipment, NICE Software, or Third Party Products or Services provided they are available. Each order must refer to this Contract and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of the additional Equipment, NICE Software, or Third Party Products or Services. Should the County opt to exercise its right to purchase Third Party Products or Services under this Contract, pricing will be mutually agreed upon but shall not exceed a Markup of 40% for any such Products or Services.

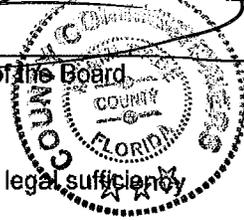
2. **ATTACHMENT 1, "NICE Maintenance and Support Price Schedule & Scope of Services"** of the Contract is hereby updated and replaced with the attached Attachment 1, "NICE Maintenance and Support Price Schedule & Scope of Services".
3. All pricelists contained in **ATTACHMENT 2** of the Contract are hereby updated and replaced with the attached Attachment 2, "NICE Pricelists".

ALL TERMS, COVENANTS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT TO THE EXTENT HEREIN AMENDED.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by their duly authorized representatives as of the date indicated below.

NICE Systems, Inc.
By: [Signature]
Name: BACAK EILAM
Title: President
Date: 10/18/13
Attest: _____
Corporate Secretary

Miami-Dade County, Florida
By: [Signature]
Name: Carlos Gimenez
Title: Mayor
Date: 11-1-13
Attest: _____
Clerk of the Board



Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney



By Kim Cohen
Name Kim Cohen
Title Director of Finance
Date 10/18/13