

**IMPORTANT – READ CAREFULLY**

VERINT AMERICAS INC. OR ANY APPLICABLE AFFILIATE ("VERINT") IS WILLING TO PROVIDE PRODUCTS AND SERVICES TO CUSTOMER IN ACCORDANCE WITH AND SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT"). SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PRODUCTS AND SERVICES SPECIFIED IN AN ORDER(S) SUBMITTED BY YOU (OR VERINT'S AUTHORIZED RESELLER ON YOUR BEHALF) AND ACCEPTED BY VERINT, SHALL BE PROVIDED AS SPECIFIED IN THE ORDER(S). IF THIS AGREEMENT IS BEING ENTERED INTO ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "CUSTOMER", "YOU" OR "YOUR" IN THIS AGREEMENT SHALL MEAN THE LEGAL ENTITY REPRESENTED BY THE INDIVIDUAL INDICATING ASSENT TO THE TERMS AND CONDITION OF THIS AGREEMENT.

YOU ARE CONCLUDING A LEGAL BINDING AGREEMENT. BY CLICKING "ACCEPT" OR "I ACCEPT" OR "OK" OR "SUBMIT" OR "DOWNLOAD" OR "INSTALL" OR "SAVE" OR "LOGIN" (OR OTHER EQUIVALENTS), YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AGREE TO BE BOUND BY ALL OF ITS PROVISIONS, AND CONSENT TO USE OF ELECTRONIC SIGNATURES.

**GENERAL TERMS AND CONDITIONS**

The terms and conditions that follow apply to all products and services procured or otherwise received from Verint. Additional terms and conditions applicable to:

- Licensed Product are contained in the annex "**LICENSED PRODUCT TERMS**",
- SaaS Services are contained in the annex "**SAAS SERVICES TERMS**",
- SDK licenses are contained in the annex "**SDK LICENSE TERMS**",
- Mobile Apps are contained in the annex "**MOBILE APP TERMS**", and
- Portal Services are contained in the annex "**PORTAL SERVICES TERMS**".

**1 GENERAL DEFINITIONS.** The following capitalized terms shall have the meaning ascribed to them below. Additional definitions are included within the applicable appendices to this Agreement.

**Confidential Information.** Any non-public information, technical data, or know-how, including, without limitation, that which relates to: **(i)** research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, **(ii)** with respect to Verint, information concerning any products and services provided hereunder and/or materials resulting from services, and any derivatives thereto, and the terms and conditions of this Agreement, and **(iii)** with respect to Customer, any Customer Data. Notwithstanding the foregoing, and except with respect to Customer Data, Confidential Information does not include information, technical data or know-how that is: **(a)** in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; **(b)** without restriction on disclosure, rightfully obtained by the receiving party from a third party; **(c)** without restriction on disclosure, lawfully in the possession of the receiving party at the time of disclosure; or **(d)** approved for release by written authorization of the disclosing party.

**Customer Data.** All data either provided by Customer or entered on Customer's behalf through use of the products and services provided by Verint, or collected or generated by those products and services on behalf of Customer, including, without limitation any Personal Data, technical information about a device, system or application software, location data, and other information from Customer which remains in Verint's possession and control for further processing, but expressly excluding any Feedback and Submissions (as defined in the Portal Services Terms).

**Customer Environment.** The computing environment (excluding any software expressly provided by Verint on an Order) separately procured, prepared and maintained by Customer for the access and use of the products and services, where such computing environment meets Verint's then-current minimum requirements for the applicable products and services.

**Data Subject.** An individual who **(a)** uses the products or services provided by Verint and/or **(b)** about which information is collected or generated as a part of the products or services provided by Verint.

**Designated Employees.** A reasonable number of Customer Personnel (including Customer's system administrator(s)), who have received training from Verint. Designated Employees may be changed by notice to Verint.

**Documentation.** Verint's documentation describing the specifications and use of the products and services provided by Verint, as updated from time to time.

**Error.** A failure of the products or services provided by Verint to substantially conform to the Documentation that Verint can replicate or Customer can duplicate.

**Error Correction.** Revisions, modifications, alterations, and additions to the products or services provided by Verint to Customer as bug fixes or workarounds to resolve Errors, or installed by Verint in the Hosted Environment as bug fixes or workarounds, each to resolve Errors.

**Feedback.** Any suggestions, comments or other feedback provided to Verint concerning Verint's products and services, including, but not limited to, the design, features, functionality, operation and release strategies of Verint's products and services.

**Fees.** Any and all fees as specified in this Agreement.

**Hosted Environment.** Verint or its third party's technical environment required to operate and provide access to the relevant Verint service.

**Intellectual Property Rights.** Any and all tangible and intangible rights, title and interest in and to: **(i)** works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, **(ii)** trademarks and trade names, **(iii)** Confidential Information, trade secrets and know-how, **(iv)** patents, designs, algorithms and other industrial property, **(v)** all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and **(vi)** all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

**Order.** The details of an order by Customer for products and services provided by or through Verint **(i)** on an order form or schedule provided by Verint and signed by Customer, or **(ii)** on Customer's purchase order provided to and accepted by Verint, or **(iii)** placed on and accepted by Verint by an authorized Verint reseller on Customer's behalf. For the purposes of (iii), all terms and conditions of this Agreement shall apply as between Customer and Verint, except with respect to invoicing and payment terms.

**Personal Data.** In respect of each Data Subject means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which shall include information collected by the use of web-site cookies and IP addresses.

**Personnel.** With respect to Customer, each of Customer's employees or independent contractors (not a competitor of Verint) under obligations of confidentiality and nondisclosure, and other individuals with access to components of the products and services provided by Verint designated for external use, which Customer authorize to use the products and services procured hereunder; with respect to Verint, each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder.

**Privacy Laws.** Laws, as applicable to Personal Data, concerning the regulation of the collection, processing, data security, and trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

**Professional Services.** Installation, configuration, training, consulting and/or, except with respect to Support, other services provided to Customer hereunder.

**Professional Service Fee.** The fees identified at the time of and on each Order on a fixed fee or time and material basis for Professional Services to be performed.

**Support.** The maintenance and/or support provided for a Licensed Product(s) and any On-Premise Component(s) at the support level specified on an Order ("Maintenance and Support Plan"), as further described in the document found at [www.Verint.com/corporate/misc/verint-global-maintenance-and-support-plan-all-regions.pdf](http://www.Verint.com/corporate/misc/verint-global-maintenance-and-support-plan-all-regions.pdf).

**Updates.** Periodic improvements or additions to the products and services provided by Verint, including Error Corrections and other changes to those products and services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for those products and services, which, in Verint's sole discretion, is subject to additional fees.

**Verint Intellectual Property.** All Intellectual Property Rights in the products and services provided by Verint, and all other Confidential Information provided by Verint hereunder.

**2 PROFESSIONAL SERVICES.** Customer may order Professional Services from Verint or its authorized reseller or integrator by submitting a request for such Professional Services. Any Professional Services provided hereunder are subject to (i) Customer's performance of any obligations herein, and (ii) the terms of a mutually agreeable implementation plan. With respect to any installation, configuration, and integration and other services by and between a Customer Environment and the products and services provided by Verint hereunder, Verint agrees to perform those services to the extent specified on an Order. Customer must provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Verint to perform its duties in a timely manner. All services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Services scheduling is dependent upon the allocation and availability of Verint resources. In the event Customer reschedule or cancel scheduled services, Verint may, to the extent Verint cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.

**3 CUSTOMER DATA.** Verint acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Verint shall not, and shall not permit its third party vendor(s) to disclose Customer Data to any third party, or make any use of the Customer Data, unless authorized by Customer or Verint is required to do so by law or court order. Customer agrees that Verint may: (a) use and disclose Customer Data in aggregate and anonymous form, and/or (b) use Customer Data for Verint's internal business purposes, including without limitation, improving and/or creating enhancements to or new offerings related to Verint's products and services, and for purposes of planning, support, administration and invoicing related to Customer's use of such products and services. Customer agrees that Customer is solely responsible for: (i) obtaining any Customer Data and other information Customer provides while using Verint's products and services, (ii) obtaining all rights and requisite consents necessary to collect and use the Customer Data, and (iii) the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer represent and warrant that such information does not (x) violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; and (y) violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject. Customer acknowledges and agrees that Verint is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information contained in Customer's Customer Data, or content, or information or content contained in Customer Data that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of Customer's obligations in this Section 3, and shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

#### **4 INTELLECTUAL PROPERTY; CONFIDENTIALITY.**

**4.1 Ownership.** Customer acknowledges Verint owns or has the right to license the products provided by Verint hereunder, and that all Intellectual Property Rights in and to the Verint Intellectual Property, and derivatives thereto, are and shall remain vested in Verint or its licensor(s). Except for the limited license and use rights granted hereunder, Customer shall not assert any right, title, or interest in or to the products or services provided by Verint hereunder, or any other Verint Intellectual Property.

**4.2 Verint Intellectual Property Protection.** In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Customer under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; however, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns. Customer shall comply with all applicable (including, all U.S. and applicable foreign) laws and administrative regulations relating to the control of exports of commodities and technical and/or personal data, and all laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, the license or use of any product, and the delivery of any services. Except as otherwise specified in this Agreement, expressly permitted in writing by Verint, or otherwise cannot be precluded under mandatory applicable law, Customer shall not, and shall not permit any other party to:

- a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the products or services; adapt, modify, or prepare derivative works based on any of the Verint Intellectual Property; or use any of the Verint Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the products and services provided hereunder;
- b. Disclose the products or services or its operation to third parties, or use the products or services in a service bureau or time sharing environment;

c. Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Verint Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of Verint Intellectual Property or any related material;

d. Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Verint Intellectual Property or any of the rights or obligations granted to or imposed on Customer hereunder.

**4.3 Confidentiality.** The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, Customer and Verint each agree that it: **(i)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(ii)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and **(iii)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

**4.4 Feedback.** Customer may from time to time provide Feedback to Verint. Customer acknowledges and agrees that any such Feedback is provided on a voluntary basis only and Customer will not seek or be entitled to receive any compensation in any form for such Feedback. Verint has no obligation to respond to Feedback or to incorporate Feedback into its products and services. Customer agrees that all Feedback, even if designated as confidential by the Customer, shall not create any confidentiality obligation for Verint, and agrees that Verint is free to disclose and use such Feedback, and any derivatives thereto, without restriction. By submitting Feedback to Verint, Customer agrees to assign and hereby does assign to Verint all right, title and interest in and to such Feedback, and agrees to perform all acts reasonably requested by Verint, at Verint's cost, to perfect and enforce such rights.

**4.5 Security.** Verint shall, either directly, or through its third party service provider, implement and maintain commercially reasonable security precautions to prevent unauthorized access to the Customer Data that is retained by Verint. Verint reviews its security precautions on a regular basis and modifies them as required by legal, regulatory, and other requirements. Verint has developed and maintains operation security policies based on commercially reasonable practices and its own experience. Verint will provide any services hereunder in compliance with Verint's then-current operations security policies applicable to those services. Should Customer have reason to believe that there has been a breach of security resulting in the unauthorized disclosure of Customer Data to a third party, Customer agrees to contact Verint immediately via email at support@Verint.com. Should Verint determine that there has been a breach of security resulting in the unauthorized disclosure of Customer Data to a third party, Verint shall (within 72-hours or sooner if required by law) contact Customer by email and/or by telephone, at the contact information provided by Customer.

## **5 WARRANTY.**

### **5.1 Limited Performance Warranty.**

**For Licensed Product:** Verint warrants to Customer that for a period of ninety (90) days after its initial delivery, the Software shall operate in a Customer Environment substantially in accordance with the Documentation. Customer's exclusive remedy for a breach of the foregoing shall be for Verint to use commercially reasonable efforts to either correct any verifiable material nonconformity or to replace the materially nonconforming Software; provided, however, if Verint cannot provide either remedy, upon receipt of the materially nonconforming Software, Verint shall refund Customer the License Fee paid for same.

**For Professional Services:** Verint warrants to Customer that for a period of thirty (30) days after performance, the Professional Services provided hereunder were performed in a timely and professional manner by qualified personnel. Customer's exclusive remedy for a breach of the foregoing shall be for Verint to re-perform the affected Professional Services, or waive or refund (as appropriate) the fee for such Professional Services.

**For SaaS Services:** Verint warrants to Customer that during any Access Term, the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy for a breach of the foregoing shall be for Verint to use commercially reasonable efforts to correct any Errors; provided, in the event Verint is unable to correct that nonconformity, Customer shall have the right to terminate the remaining Access Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services.

Notwithstanding the foregoing, Verint shall have no obligations under this Section unless Verint receives Customer's notice during the applicable warranty period.

**5.2 Warranty Disclaimer.** THE LIMITED WARRANTY AND EXCLUSIVE REMEDY SET FORTH IN SECTION 5.1 ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY, AND ARE EXPRESSLY SUBJECT TO: (I) SATISFACTION OF ANY PAYMENT OBLIGATIONS TO VERINT, AND (II) SECTION 4.3 IN THE "LICENSED PRODUCT TERMS". EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, VERINT MAKES NO AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, VERINT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF ANY PRODUCTS OR SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. FOR THE AVOIDANCE OF DOUBT, SECTION 5.1 SHALL NOT APPLY TO ANY BETA, PILOT OR OTHER TRIAL SUBSCRIPTIONS, NON-PRODUCTION ENVIRONMENTS, MOBILE APPS OR PORTAL SERVICES, EACH OF WHICH ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY OF ANY KIND.

## **6 PAYMENT.**

**6.1 Fees and Expenses.** All Orders placed hereunder are subject to Verint's acceptance of that Order, and Incoterms (2010) EXWORKS delivery terms. Prior to accepting an Order, Verint shall have the right to perform any credit and other checks required by Verint. For any Orders placed directly by Customer, Verint shall invoice Customer one hundred percent (100%) of (as applicable to an Order) License Fees, Support Fees for the initial Support Term, the SaaS Access Fee for the initial Access Term Billing Period, and any fixed fee Professional Services fees applicable to such Order upon Verint's receipt and acceptance of the Order, and, as applicable, Verint may invoice Customer (a) in advance for any renewal Support Term, and each subsequent Billing Period, including with respect to any renewal Access Terms, (b) for Overages in arrears on a quarterly basis, and (c) for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. All payments shall be due within thirty (30) days after the applicable invoice date, without deduction. Customer is responsible for all taxes, duties and tariffs of any kind (except with respect to Verint's income), and all costs of shipment. Customer agree to pay Verint all costs of collection resulting from Customer's failure to pay any amounts due Verint hereunder. Verint shall have the right to withhold performance under this Agreement (i) to the extent it has knowledge that any governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), or (ii) if Customer is in delinquent on any payments or are otherwise in breach of this Agreement.

**6.2 Accurate Records; Audit.** Customer shall keep complete and accurate records of all its obligations hereunder. Customer shall allow Verint or its agent reasonable access to audit Customer's records and systems solely to verify general compliance with the terms and conditions of this Agreement, including, without limitation, Customer and/or Verint running Verint provided utilities to determine actual usage. Verint shall conduct such audits during Customer's normal business hours with reasonable notice, or as otherwise reasonably requested by Customer.

**7 LIMITATION AND CAP ON LIABILITY.** VERINT'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO CUSTOMER'S DIRECT ACTUAL DAMAGES NOT TO EXCEED GREATER OF (A) THE ACTUAL FEES PAID TO VERINT HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM OR SERIES OF CLAIMS AROSE, REDUCED BY ANY AMOUNT DUE VERINT, OR (B) USD\$10,000. IN NO EVENT SHALL VERINT, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE ANY PRODUCTS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF VERINT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL VERINT BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY.

**8 TERM; TERMINATION.** This Agreement shall be effective upon the earlier of the date Customer indicates assent to the terms and conditions of this Agreement through a digital signature process, the date that Verint accepts the initial Order hereunder (as may be evidenced by Verint's performance), or the date of Customer's first installation or use of an applicable product or service contemplated hereunder, and shall continue so long as Customer continues to abide by the terms and conditions of this Agreement. Verint hereby reserves the right to terminate this Agreement and any rights provided hereunder, upon ten (10) day notice and failure to cure Customer's breach of any of the terms contained in this

Agreement. Upon termination of this Agreement, and except to the extent specified herein, **(i)** all fees due to Verint for shall be immediately paid, and **(ii)** all of Customer's rights to access and use any of services provided hereunder shall immediately terminate without right of refund. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1, 3, 4, 5.2, and 6 to 15 in these "General Terms and Conditions", Sections 1 and 2 in the "Licensed Product Terms", Sections 1 and 5 in the "SaaS Services Terms", Sections 1 and 3 in the "SDK License Terms", and Sections 1 and 3 in the "Portal Services Terms".

**For Licensed Product:** Upon termination of this Agreement, Customer's license rights granted in any Licensed Product licensed hereunder shall survive such termination; provided, **(i)** this Agreement has not terminated by Verint for Customer's breach, **(ii)** Customer continues to comply with all terms and conditions surviving termination of this Agreement, and **(iii)** Customer's use of the Licensed Product does not exceed the license rights granted hereunder. In the event of any failure of (i), (ii) or (iii) at the time of, or subsequent to termination of this Agreement, **(a)** all rights and licenses granted hereunder shall immediately terminate and any uses by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of any Licensed Product licensed hereunder, return to Verint all other Verint Intellectual Property.

**For SaaS Services:** Upon termination of this Agreement, Customer shall immediately delete all copies of any On-Premise Components licensed hereunder, return to Verint all other Verint Intellectual Property. Customer may request that Verint export and provide to Customer available Customer Data. Subject to Customer having paid all amounts then due to Verint, and ordering from Verint Professional Services applicable to such work, Verint agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach, Verint shall have the right to require that Customer prepay for such Professional Services. Notwithstanding the foregoing, after thirty (30) days from termination, Verint may delete and destroy all Customer Data without notice or liability to Customer.

**For SDK Licenses:** Upon termination of this Agreement, **(a)** all rights and licenses granted in an SDK shall immediately terminate and any use of that SDK by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of the SDK licensed hereunder.

**For Mobile Apps:** Upon termination of a Mobile App license in accordance with Section 2 of "Mobile App Terms", or termination of this Agreement, **(a)** all rights and licenses granted in the Mobile App(s) shall immediately terminate and any use of that Mobile App(s) by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of the Mobile App(s) licensed hereunder from any Mobile Device.

On request by Verint, Customer shall provide to Verint certification of the foregoing, as applicable to Customer.

**9 GOVERNING LAW; FORUM.** This Agreement is governed exclusively by the laws of the U.S. and the state of New York, without giving effect to its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. The parties further agree that the place of contract and performance of this Agreement is New York, New York.

**10 REMEDIES.** Customer acknowledge that remedies at law may be inadequate to provide Verint with full compensation in the event of Customer's material breach of this Agreement, and that Verint shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in the event of any such material breach. Customer agrees to cooperate with Verint, and to obtain all required consents, in the event a third party seeks to compel Verint to disclose Customer Data through any legal process. Verint shall be entitled to charge Customer for all costs and expenses (including reasonable attorney fees) incurred complying with or defending against such legal process, and on a time and material basis for any work performed to produce such Customer Data. To the extent legally permitted, Verint shall provide Customer with advanced notice to allow Customer to take reasonable and lawful action to minimize the degree of such disclosure or to seek appropriate protective orders. Notwithstanding any other terms in this Agreement, Verint shall not be liable to any party for damages resulting from disclosure of Customer Data under such legal process.

**11 WAIVER / SEVERABILITY.** The failure of Verint to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.

**12 Publicity.** Except as provided herein or required by law, Customer shall not publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of Verint. Verint may use Customer's name and logo (so long as in accordance with any mark guidelines provided by Customer to Verint) in Verint's promotional materials, including, without limitation, press releases, customer lists, and presentations to third parties.

**13 FORCE MAJEURE.** Except for obligations of confidentiality, payment, and compliance with laws, neither party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the party, including force of nature, war, riot, civil action, terrorism, labor dispute, malicious acts or denial of service by a third party, or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is

removed, provided that the delayed party promptly notified the other party after having actual knowledge of any such occurrence.

**14 ASSIGNMENT.** Except to the extent such rights cannot be restricted by applicable law, Customer cannot assign, sublicense, or transfer this Agreement without the prior written consent of Verint, and any such attempt by Customer to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void, and subject to Verint's right to immediately terminate this Agreement.

**15 ENTIRE AGREEMENT / MODIFICATIONS.** Except as otherwise specified in this Section, this Agreement, plus the terms on any Order signed in hardcopy form by both Customer and Verint, comprises the entire agreement between Customer and Verint, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written agreement signed in hardcopy form between the parties. Preprinted, additional or conflicting provisions on Customer's purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein, shall not apply unless agreed to by both parties in writing signed in hardcopy form. Customer agrees that Customer's use of the products and services provided by Verint signifies Customer's agreement to all terms and conditions of this Agreement. In the event the parties to this Agreement have executed, in hardcopy form, a separate agreement, or other electronically signed agreement covering the same subject matter, that separate agreement shall remain in effect, govern and control for that subject matter, and this Agreement shall govern and control for all other subject matters contemplated herein. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof.

## **LICENSED PRODUCT TERMS**

### **1 DEFINITIONS.**

**License Fee.** The fees identified at the time of and on each Order for licensing Licensed Product as specified on that Order.

**Licensed Product.** Collectively, the Software and Documentation licensed to Customer as identified in an Order or Orders hereunder, and all permissible copies of the foregoing.

**Software.** Computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed hereunder, but expressly excluding any Mobile Apps.

**Support Fee.** The amount identified at the time of and on each Order for Customer's right to receive Support for a Licensed Product identified in such Order during the initial Support Term, and at Verint's then-current rate for any renewal Support Term.

**Support Term.** The initial one (1) year period commencing on the execution of each Order for Licensed Product, and each one (1) year renewal period thereafter for which Customer subscribes to Support.

**Version.** The Software configuration identified by a numeric representation, whether left or right of decimal place.

**2 LICENSE.** Verint grants to Customer, and Customer accepts, a perpetual (subject to Section 8 of the "General Terms and Conditions"), nonexclusive, nonassignable (subject to Section 14 of the "General Terms and Conditions"), and nontransferable limited license with respect to the number of copies of the Software and Documentation as specified in an applicable Order solely by Customer's Personnel for Customer's internal business operations, and subject to the terms and conditions of this Agreement. Use of the Software by Customer, Customer's Personnel or any other party authorized hereunder shall at no time exceed the total use rights granted in applicable Orders. With respect to any third party applications provided by Verint with the Licensed Products, use of those third party applications is expressly limited to use in conjunction with the Licensed Products, and may not be used independent of those Licensed Products. Customer may change the location of a site designated in an Order; provided Customer complies with all applicable laws, and provides Verint with notice, including information regarding the current site, new site and Licensed Product and quantity of licenses. Customer may make a reasonable number of copies of the Software solely as needed for back-up and archival purposes, and of the Documentation solely as needed for Customer's internal business purposes as set forth herein.

**3 CUSTOMER ENVIRONMENT.** Prior to the installation of a Licensed Product, Customer shall ensure the establishment of a Customer Environment at each site for use and operation of the Licensed Product. Customer acknowledges that, except as otherwise expressly specified on an Order, Verint is not responsible for obtaining, licensing or selling any

hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment. Customer is responsible for backing up Customer's systems and data prior to providing Verint with access to the Customer Environment.

## **4 SUPPORT.**

**4.1 Support.** Subject to payment of all Support Fees, during any Support Term, Verint's Support includes the following:

**a. Support Access.** Customer's Designated Employees shall have direct access via telephone to Verint's support center during hours specified in the applicable Maintenance and Support Plan. Verint shall use commercially reasonable efforts to provide Error Corrections.

**b. Updates; Versions.** In addition to Error Corrections, Verint shall provide Customer with other Updates that Verint generally offers to customers subscribing to the same Maintenance and Support Plan. All such Updates become part of the Licensed Product for all purposes hereof.

**4.2 Version Support.** Verint will provide Support hereunder for each Version of the Software for three (3) years after Verint discontinues the sales of licenses for that Version ("EOS") (not including add-on license sales for existing installations of that Version). The EOS period commences when Verint announces that the next Version of the Software is now generally available.

**4.3 Exclusions.** Notwithstanding Verint's support obligations hereunder, Verint shall have no responsibility or liability of any kind arising or resulting from:

**a.** Customer's failure to: **(i)** correctly install Updates or other modifications to the Licensed Product provided by Verint, **(ii)** prepare a computing environment that meets the specified Customer Environment prior to Licensed Product installation or to maintain such Customer Environment and Licensed Product thereafter, **(iii)** grant access and security authorization, or **(iv)** provide necessary communications mechanisms;

**b.** Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Licensed Product; or problems to or caused by products or services not provided by Verint;

**c.** Product modification, amendment, revision, or change by any party other than Verint or Verint's authorized representatives; or

**d.** Electrical failure, Internet connection problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under Customer's exclusive control, and Customer's sole responsibility.

**4.4 Additional Services.** If Customer desires Verint to install and configure any Updates, or Verint provides Services as a result of any conditions specified in Section 4.2 or 4.3, or otherwise provides support services to Customer outside the scope of services specified for Customer's applicable Maintenance and Support Plan, Verint may charge Customer for such services at Verint's then current Professional Service Fee rate.

## **SAAS SERVICES TERMS**

### **1 DEFINITIONS.**

**Access Term.** The term, as further described in Section 3 below, for which Verint has contractually agreed to provide Customer with access to the SaaS Services in accordance with the Order.

**Billing Period.** The billing period for which the SaaS Access Fees shall be calculated and invoiced to Customer in advance on a pro rata basis as follows: **(i)** annual billing period(s) for an Access Term for a SaaS Service, and **(ii)** for any add-on Order(s) for that SaaS Service, a proportionate period for the initial billing cycle to enable annual co-billing thereafter.

**On-Premise Components.** Those portions of the Verint provided software which must be installed at Customer's site, if any. With respect to any On-Premise Components, Customer shall be responsible for the installation and configuration of the On-Premise Components in the Customer Environment.

**Overage.** Measured on a monthly basis, any actual usage of the SaaS Service which exceeds the SaaS Access Rights subscribed to by Customer under an Order or Orders applicable to the SaaS Service.

**SaaS Services.** The online services offered by Verint as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order, but expressly excluding any Portal Services.



**SaaS Access Fees.** The fees due to Verint, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights, and fees for any Overage calculated at a monthly pro rata amount plus a twenty-five percent (25%) uplift.

**SaaS Access Rights.** The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.

**Scheduled Downtime.** Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment, and any other downtime incurred as a result of a Customer request. Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime.

**Service Levels.** The service level commitments from Verint with respect to the maintenance and support of the Hosted Environment and SaaS Services.

**Total Time.** The total number of minutes in the applicable month.

**Unscheduled Downtime.** Any time outside of the Scheduled Downtime when the Hosted Environment is not available to perform operations. Unscheduled Downtime is measured in minutes.

**Uptime Percentage.** Total Time minus Unscheduled Downtime divided by Total Time.

**2 ACCESS RIGHTS.** During the Access Term, and solely for Customer's internal business use (which may include external use of designated components by Customer's customers), Verint grants to Customer a nonexclusive, nontransferable, nonassignable, personal right to use the SaaS Services specified in the Order through internet access, up to the extent of the SaaS Access Rights specified in the Order. With regards to the On-Premise Components and related Documentation, Verint grants to Customer, and Customer accepts, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term, to use the On-Premise Components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement. With respect to the Documentation, Customer may make a reasonable number of copies of the Documentation applicable to the SaaS Services solely as reasonably needed for Customer's internal business use in accordance with the express use rights specified herein. Without limiting the terms and conditions in Section 4 of the "General Terms and Conditions", Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: **(i)** rights in or to the Hosted Environment or SaaS Services beyond those rights specified in the Order, **(ii)** rights to provide access to or use of the Hosted Environment, SaaS Services and On-Premise Components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, **(iii)** rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, except with respect to On-Premise Component(s) and then only as expressly provided for in this Section, or **(iv)** representations, warranties or other third party beneficiary rights from any Verint third party vendor.

**3 ACCESS TERM.** Unless otherwise specified on the Order, an Access Term shall commence upon the date Verint accepts the applicable Order and shall continue for **twelve (12) months thereafter**. In the event Customer places additional Orders for the same SaaS Service, Verint may adjust the duration of the additional Access Terms to co-terminate with the Access Terms for that SaaS Service. Each Access Term is non-cancelable, and upon expiration shall automatically renew for additional annual terms at Verint's then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.

## **4 VERINT RESPONSIBILITIES.**

**4.1 Support.** As part of the SaaS Services, during any Access Term and subject to payment of all fees, Verint shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section.

**4.2 Updates.** In addition to establishing and maintaining the Hosted Environment, Verint shall maintain the components of the Hosted Environment with all current Updates that Verint deems necessary for the SaaS Services. Verint shall use commercially reasonable efforts to implement any required Error Corrections. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Service Levels specified in this Section 4. Customer's Designated Employees shall have access to Verint technical support personnel through Verint's standard telephone, email and/or web support services during the support hours applicable to the specific SaaS Services subscribed to by Customer. The contact information for Verint technical support personnel, support hours applicable to the SaaS Services, and Error type classifications and response times can be found at <http://www.verint.com/corporate/misc/verint-americas-cloud-support.pdf>.

**4.3 On-Premise Components.** Verint shall provide technical support for such On-Premise Components through Verint's standard telephone, email and/or web support services during the support hours specified in the Maintenance and Support Plan under the Premium Plan.

**4.4 Uptime.** Verint will use commercially reasonable efforts to ensure that the Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. Daily system logs will be used to track Scheduled Downtime and any other Hosted Environment outages. Scheduled Downtime will be scheduled in advance during off-peak hours (based on ET). Verint will post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime that will exceed two (2) hours. The duration of any downtime is measured, in minutes, as the amount of elapsed time from when the Hosted Environment is not accessible or does not permit Customer to log on, to when the SaaS Services permits Customer to log on and access the Hosted Environment.

**4.4.1 Service Level Credits.** If Verint does not meet the Uptime Percentage levels specified below, Customer will be entitled, upon written request, to a service level credit ("**Service Level Credit**") to be calculated as follows:

- If Uptime Percentage is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
- If Uptime Percentage is 99.75% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or
- If Uptime Percentage is 99.50% to 99.74% (inclusive) of the month's minutes, Customer will be eligible for a credit of 7.5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or
- If Uptime Percentage is less than 99.50% of the month's minutes, Customer will be eligible for a credit of 10.0% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint.

Customer shall only be eligible to request Service Level Credits if Customer notifies Verint in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Verint's system records. In the event after such notification Verint determines that Service Level Credits are not due, or that different Service Level Credits are due, Verint shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer's request and Verint's confirmation of available credits. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Verint will only provide records of system availability in response to Customer's good faith claims.

**4.4.2 Exceptions.** Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: **(i)** prompt payment by Customer of all fees, **(ii)** Customer's performing all of Customer's obligations (including, without limitation, establishing and maintaining the Customer Environment), **(iii)** Customer's continued compliance with Section 5, **(iv)** Customer agreeing to use of the most current version of the SaaS Service, and/or **(v)** the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event, Customer's use of the SaaS Services in excess of Customer's SaaS Access Rights, or issues caused by the Customer Environment or Customer specific configurations not expressly contemplated in the Documentation.

**4.5 Backup and Recovery of Data.** As a part of the SaaS Services, Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the SaaS Services. In the event the Customer Data becomes corrupt, Verint shall use commercially reasonable efforts to remediate and recover such corrupt data.

## **5 CUSTOMER RESPONSIBILITIES.**

**5.1 Use of SaaS Services.** Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees: **(i)** to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(iii)** not to use the SaaS Services for illegal purposes; **(iv)** not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(v)** not to post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; **(vii)** not to interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(viii)** not to engage in contests,

chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; **(ix)** to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services; and **(x)** to provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable data privacy and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data, and in connection with this Agreement and the use of the SaaS Services. Verint may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer.

**5.2 Privacy Policies and Data Protection Notices.** Customer shall adopt, publish and comply with Customer's privacy policy and ensure that such privacy policy is compliant with the Privacy Laws applicable to Customer's use of the SaaS Services and how Customer collects, uses and discloses Personal Data to third parties, such as Verint (though, for the avoidance of doubt, Verint need not be specifically named in Customer's policy(ies)). Customer's privacy policy must be sufficient to inform a Data Subject of the information collected by Verint on Customer's behalf during use of the SaaS Services and Customer warrant and represent that Verint has the right to collect and process Personal Data on Customer's behalf in order to permit Verint to provide the SaaS Services and that such collection and processing shall not violate the rights of Data Subjects or the Privacy Laws.

**5.3 Passwords.** All access codes and passwords are personal to the individual to which it is issued. Customer and Customer's Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent Verint assigned Customer with administrative rights to create access codes and passwords for Customer's Personnel, Customer shall be responsible for issuing such access codes and passwords.

**5.4 Indemnity.** Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of [Sections 5.1](#), [5.2](#), or [5.3](#) by Customer, Customer's affiliates or Personnel of either, and shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

**5.5 Customer Environment.** Customer is responsible for the establishment of the Customer Environment necessary for Customer's use of the SaaS Services, and for the installation and configuration of the On-Premise Components in that Customer Environment, each as Verint may specify in the Documentation. Additionally, Customer acknowledge and agree that Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment, or backing up such Customer Environment.

## **SDK LICENSE TERMS**

### **1 DEFINITIONS.**

**Interface Application.** The computer software developed by Customer, using the SDK licensed hereunder, for the purpose of integrating Verint product(s) or service(s) with a product provided by Customer or Customer's third party licensors.

**Open Source Code.** Any technology from the open source community, including, but not limited to, any software that requires, as a condition of use, modification and/or distribution of such software, that other software incorporated into, derived from or distributed with such software be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge.

**Run-Time Software.** Any software included with the SDK licensed to Customer hereunder, where such software is provided in object code form and required for use of an Interface Application with a Verint product or service.

**SDK.** The software development kit licensed by Customer from Verint, and includes all Documentation and other information related thereto (including, without limitation, all manuals, program listings, data models, sample code, Run-Time Software, flow charts, logic diagrams, input and output forms, specifications, application programming interfaces and other schematics), but does not include any Interface Application(s). For the purposes of the Agreement and this Order, the SDK shall be considered a Verint "Licensed Product" for all purposes.

**2 LICENSE.** Subject to compliance with the terms and conditions of the Agreement and this Order, Verint grants to Customer, and Customer accepts a nonexclusive, nonassignable, and nontransferable limited license to use the SDK specified on an Order solely by Customer's Personnel for Customer's internal business operations to create Interface Applications for use in accordance with the terms of the Agreement and this Order. Use of the SDK by Customer, Customer's Personnel or any other party authorized hereunder shall at no time: (i) exceed the total use rights granted in an Order, or (ii) be used for any purpose other than the integration of a Verint product or service to a product provided by Customer or its third party licensors.

### 3 INTELLECTUAL PROPERTY.

**3.1 Ownership.** The parties acknowledge and agree that (i) Verint owns or has rights to license the SDK, and that all Intellectual Property Rights in and to the Verint Intellectual Property, and derivatives thereto are and shall remain vested in Verint or its licensor(s), and (ii) except to the extent the Interface Application contains any Verint Intellectual Property, Customer owns all other Intellectual Property Rights in and to the Interface Application. Notwithstanding the foregoing, nothing in this Order shall prevent Verint and/or other Verint partners and customers from using an SDK to independently develop interface applications, including interface applications that are the same or similar to any Interface Applications developed hereunder. To the extent such independently developed interface applications would infringe any Intellectual Property Rights arising from Interface Applications developed hereunder, Customer grants to Verint an unlimited, worldwide license in and to the Intellectual Property Rights necessary for Verint and its other partners and customers to develop and use the same and/or similar interface applications.

**3.2 Open Source.** Customer represents and warrants that (i) any Customer products (including any if its third party licensor products) applicable to this Agreement, and any Interface Application developed by or on behalf of Customer under this Agreement, will not contain any Open Source Code which would (a) create obligations, or purport to create obligations for Verint with respect to any Verint product or service or Verint Intellectual Property, or (b) grant, or purport to grant, to any third party any rights or immunities in, to or under Verint product, service or Verint Intellectual Property, and (ii) to the extent of any Open Source Code contained in any Customer products or any Interface Applications, Customer has complied with all requirements of those Open Source Code license(s) pursuant to which it obtained source code which may have been used to develop, and/or is contained in, such products and the Interface Application and that each shall be compliant with all such Open Source Code license requirements.

**3.3 Third Party Licenses.** Customer acknowledges and agrees it is solely responsible for procuring or otherwise obtaining any third-party software, interface licenses, or other licenses in any Intellectual Property Rights necessary for the use of any Interface Application developed hereunder.

**4 INTERFACE APPLICATION DEVELOPMENT.** Customer shall be responsible for developing and supporting any Interface Applications. Customer's responsibilities shall include, but not be limited to: (i) developing, testing and deploying the Interface Application, (ii) configuring the Interface Application to interface and communicate properly with Verint product(s) and service(s), and (iii) updating and maintaining the Interface Applications as necessary for continued use with the same or different versions of Customer and/or third party licensor products, and Verint product or service.

### MOBILE APP TERMS

#### 1 DEFINITIONS.

**Mobile App.** The application provided by Verint either through an online application store, a Verint website, or other method of download, where such application is intended to be loaded onto a Mobile Device for use in conjunction with a Verint product or service.

**Mobile Device.** A mobile telephone, tablet device or other handheld device.

**2 LICENSE.** By downloading or using a Mobile App, Customer is granted a nonexclusive, revocable, nontransferrable, nonassignable limited right to install and use the Mobile App on a Mobile Device, and to access and use the functionality on such Mobile Device strictly in accordance with the terms of this Agreement and solely for the Verint product or services intended purpose. The license granted hereunder to use the Mobile App is contingent upon Customer's purchase (either directly, or indirectly through the relevant Verint product or service licensee) of connectivity licenses from Verint for the right to connect the Mobile App to the Verint product and/or service, and then that Mobile App license is only valid for so long as Customer continues to have a valid license or right to the other Verint product or service.

**3 RESTRICTIONS.** Customer shall not: (i) install, use or permit the Mobile App to exist on more than one Mobile Device at a time or on any other mobile device or computer, other than by means of separate downloads of the Mobile App, each of which is subject to a separate license (this restriction however does not limit Customer's right to reinstall the Mobile App on the specific Mobile Device for which it was downloaded).

**4 SUPPORT AND RESPONSIBILITIES.** Verint has no obligation to maintain or support any Mobile App. Verint may, without further notice to Customer, discontinue the availability of the Mobile App, and may periodically access Customer's Mobile Device remotely to update, modify, add to or upgrade the Mobile App. Such updates, modifications, additions or upgrades may cause data loss or other issues. Customer is solely responsible for regularly backing Customer's data to prevent this from occurring. Customer acknowledges and understands that certain services or aspects of the Mobile App require and utilize phone service, data access or text messaging capability. Carrier rates for phone, data and text messaging may apply and Customer is responsible for any such charges.

## **PORTAL SERVICES TERMS**

### **1 DEFINITIONS.**

**Content.** Any materials provided to Customer through a Portal Service, including, without limitation, any Documentation, release notes, knowledgebase entries, documents, training and training materials, announcements, schedules, and other information and materials accessed and otherwise provided thereunder.

**Portal Services.** Except with respect to SaaS Services, all online access to information, services, support, training, or other informational sites or portals provided by Verint.

**Submissions.** Any materials Customer provides, posts, inputs or submits through the Portal Services, but expressly excluding any Feedback.

**Support Services.** The maintenance and/or support provided for a Licensed Product or SaaS Services at the support level specified on an Order, as further described in this Agreement, and in the support level plan information provided to Customer by Verint.

**2 LICENSE.** By accessing Portal Services, Customer is granted a nonexclusive, revocable, nontransferable, nonassignable right to access general and technical product information, Support Services information, and/or training courses and materials, and use any Content therein solely for Customer's internal business purpose, and solely in relation to Verint's products and services. In addition to the foregoing, if Customer is accessing a Portal Service:

- a.** For partners and resellers of Verint, Customer represents and warrants that it is a party to a valid and active partner or reseller agreement with Verint, and Customer acknowledges and agrees to cease and desist all access to the Portal Services and delete or destroy all Content obtained from the Portal Services upon termination of that agreement.
- b.** For Support Services, Customer represents and warrants that Customer is a party to a valid and active Order with Verint for such services, and Customer acknowledges and agrees to cease and desist all access to the Portal Services upon termination or expiration of such Order.
- c.** For training courses and training materials, Customer represents and warrants that Customer has paid for or otherwise ordered the rights to receive such training courses and materials. Customer acknowledges and agrees that access to that training course and materials are personal to the individual, and except to the extent expressly granted by Verint, not available for access or use by any other person, including other Personnel applicable to Customer.

### **3 USE OF PORTAL SERVICES.**

**3.1 Customer Responsibilities.** Customer shall be solely responsible for the actions of its Personnel while using the Portal Services and the contents of its transmissions through the Portal Services (including, without limitation, Submissions), and any resulting charges. Customer agrees: **(i)** to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Portal Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, and shall not allow any of its Personnel to access or use the Portal Services in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, Portal Services or another's computer; **(iii)** not to use the Portal Services for illegal purposes; **(iv)** not to interfere or disrupt networks connected to the Hosted Environment or Portal Services; **(v)** not to post, promote or transmit through the Portal Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; **(vii)** not to interfere with another customer's use and enjoyment of the Portal Services or another entity's use and enjoyment of similar services; **(viii)** not to engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the Portal Services; and **(ix)** to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the Portal Services. Verint may remove any violating content posted on the Portal Services or transmitted through the Portal Services, without notice to Customer.

**3.2 Submissions.** Should Customer provide any Submissions through its use of the Portal Service, such Submissions shall be entirely voluntary. Any Submissions provided shall be deemed to be non-confidential. With respect to such Submissions, Customer hereby grants to Verint a nonexclusive, irrevocable, perpetual, worldwide, royalty-free license, including the right to grant sublicenses to Verint licensees, resellers and customers, under all intellectual property rights, the rights to use and disclose the Submissions and to display, perform, copy, have copied, modify, create derivative works,

make, have made, use, sell, offer to sell, import and otherwise directly or indirectly distribute Submissions. By providing a Submission, Customer represents and warrants that Customer owns or otherwise controls all of the rights necessary in the Submission for Customer to comply with this Section 3.

**3.3 Passwords.** All access codes and passwords are personal to the individual to which it is issued. Customer and Customer's Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized.

**3.4 Indemnity.** Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of this Section 3 by Customer, Customer's affiliates or Personnel of either, and shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

**3.5 Customer Environment.** Customer is responsible for the establishment of the Customer Environment necessary for Customer's use of the Portal Services as Verint may specify to Customer from time to time. Additionally, Customer acknowledge and agree that Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment, or backing up such Customer Environment.