



## MASTER AGREEMENT

THIS MASTER AGREEMENT (“AGREEMENT”) GOVERNS THE ACQUISITION AND USE OF VERINT PRODUCTS AND SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

**Who is a “Customer” in this Agreement?** The term Customer refers to any party (whether end customer or partner) that is consuming products or services from Verint or a Verint affiliate, and/or is conducting activities with Verint, Verint affiliates or other Verint customers and partners through use of products, portal services or other services made available by Verint.

**When do these terms and conditions apply?** The terms and conditions of this Agreement apply with respect to any of the following:

- If incorporated by reference on or attached to an order made effective between Customer and Verint, a Verint affiliate, or a Verint authorized reseller for a Verint product or service, provided if the order will co-terminate with Verint offerings or is for the same Verint offering on a prior order subject to a prior version of this Master Agreement, that prior version shall continue to apply until the next renewal; and
- For any other products or services provided by Verint or a Verint affiliate, where the product or service is not directly and expressly contracted for under a separate agreement between Verint and Customer.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING TRIAL OR PORTAL SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PRODUCTS AND SERVICES MADE AVAILABLE HEREUNDER.

IN THE EVENT CUSTOMER PURCHASES VERINT PRODUCTS OR SERVICES THROUGH A VERINT AUTHORIZED RESELLER, CUSTOMER AGREES TO PROCURE ANY SUBSEQUENT PRODUCTS AND SERVICES CONSUMED HEREUNDER FROM SUCH RESELLER. IN THE EVENT SUCH RESELLER IS NO LONGER CUSTOMER’S VENDOR OR AUTHORIZED BY VERINT, NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS IN THIS AGREEMENT, AMOUNTS DUE TO VERINT REMAIN THE RESPONSIBILITY OF CUSTOMER, AND CUSTOMER SHALL EITHER (I) ARRANGE TO TRANSACT THROUGH ANOTHER VERINT AUTHORIZED RESELLER, OR (II) ESTABLISH A DIRECT CREDIT APPROVED RELATIONSHIP WITH VERINT.

The Verint products and services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Verint’s direct competitors are prohibited from accessing Verint’s products and services, except with Verint’s prior written consent. This Agreement was last updated on June 15, 2021, and is effective between Customer and Verint (as defined in Annex 1) as of the date of Customer acceptance of this Agreement.

### **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:

- SaaS Services are contained in the annex “**SAAS SERVICES TERMS**”,
- Licensed Product are contained in the annex “**LICENSED PRODUCT TERMS**”,
- Portal Services are contained in the annex “**VERINT CONNECT COMMUNITY TERMS**”.
- The Verint Marketplace are contained in the annex “**VERINT MARKETPLACE TERMS**”,
- SDK licenses are contained in the annex “**SDK LICENSE TERMS**”,
- Mobile Apps are contained in the annex “**MOBILE APP TERMS**”, and

In addition, this Agreement incorporates by reference the following terms and conditions:

Verint's **Information Security** terms and conditions found at: <https://www.verint.com/wp-content/uploads/Verint-Information-Security-Schedule.pdf>, and

Verint's **Global Data Processing** terms and conditions found at: <https://www.verint.com/wp-content/uploads/Verint-Global-Data-Processing-Addendum.pdf>.

References to a particular section within the General Terms and Conditions, any annex, or any document found at a hyperlink listed herein shall serve to reference the applicable section therein, unless otherwise expressly specified.

**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 contained in any Order, 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, including, without limitation any Personal Data, technical information about a device, system or application software, location data, either provided by Customer or entered on Customer's behalf, in either case, through use of the products and services provided by Verint, or collected or generated by those products and services on behalf of Customer, and which remains in Verint's possession and control for further processing, but expressly excluding any Feedback and Submissions (as defined in the Verint Connect Community 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 identified or identifiable natural person 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. 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.

**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, which, unless otherwise specified on an Order, shall be in the following currencies for a Trading Region: (i) Americas, Australian and Pacific Regions, US Dollars, and (ii) EMEA Region, Pounds Sterling.

**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 Customer's behalf by an authorized Verint reseller on and accepted by Verint. 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.** Any information relating to a Data Subject, and in the context of Verint's obligations under this Agreement, shall mean the Personal Data that remains in Verint's possession and control for further Processing in accordance with, and as further described in, this Agreement.

**Personnel.** With respect to Customer, each of Customer's and/or Customer's affiliates employees and independent contractors (in each case, 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 use the products and services procured by Customer 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 in the context and jurisdiction of the Processing, 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.

**Process(ing)(ed).** Any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction, as described in this Agreement.

**Professional Services.** Installation, configuration, training, consulting and/or, except with respect to Support and SaaS Services, 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 <https://www.verint.com/wp-content/uploads/VGS-Plan-all-regions.pdf>.

**Trading Region.** With respect to specific provisions in this Agreement identified as applicable to a specific "Region", such Region shall be determined based on the jurisdiction where Customer's purchasing entity is registered, or if not applicable, that purchasing entity's principle place of business, as follows:

- (i) "Americas Region" means Canada, United States, all countries in Central and Latin America, and any countries not covered in another Region below;
- (ii) "Australian Region" means Australia and New Zealand;
- (iii) "EMEA Region" means the United Kingdom, British Isles, any British Overseas Territory, members countries of the European Union, member countries of the European Economic Area, Switzerland, principalities of Andorra and Monaco, countries forming the United Arab Emirates, Saudi Arabia, Oman and Republic of South Africa;
- (iv) "Pacific Region" means China, including Hong Kong, India, Singapore, Malaysia, Vietnam, the Philippines, Taiwan, Korea, Japan, Indonesia, Israel, Turkey, Russia and other member countries of the Commonwealth of Independent States, Ukraine, Georgia.

**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 Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Professional Services scheduling is dependent upon the allocation and availability of Verint resources. In the event Customer reschedule or cancel scheduled Professional 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 Personnel to disclose Customer Data, unless authorized by the terms and conditions of this Agreement, or by Customer in writing, or if Verint is required to do so by law or court order. Customer agrees that Verint may: **(a)** use and disclose in aggregate, anonymous and de-identified form, information derived from Customer Data where the resulting information does not in any way identify or allow the identification of Customer or any Personal Data, and/or **(b)** access, use in accordance with the terms and conditions of this Agreement, but not otherwise use or disclose, Customer Data for Verint's internal business purposes, including for purposes of planning, support, administration and invoicing related to Customer's use of such products and services, and improving and/or creating enhancements to or new offerings related to the SaaS Services. Additionally, Customer acknowledges that in connection with the processing of Customer Data pursuant to this Agreement, Verint may share Customer Data with its affiliates for the purposes of performing its obligations under this Agreement. 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 consents necessary to collect, retain, use and/or disclose the Customer Data, **(iii)** ensuring the Processing, collection, retention and other processing of Personal Data in connection with the use and delivery of the products and services does not violate the rights of Data Subjects or the Privacy Laws, and **(iv)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer represents and warrants 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; **(y)** violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject, or **(z)** violate in any way Customer's obligations in this Agreement. 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, to the extent legally permitted, 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 in accordance with Verint's **Information Security** terms and conditions, either directly, or through its third-party service provider(s), implement and maintain commercially reasonable security precautions designed to prevent unauthorized access to the Customer Data while it is retained by Verint. Verint reviews its security precautions on a regular basis and modifies them as required by legal, regulatory, and other requirements.

## **5 WARRANTY.**

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

**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 paid to Verint, applicable to those SaaS Services.

**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 to Verint 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 Professional Service Fee paid to Verint for such Professional 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 WARRANTIES AND EXCLUSIVE REMEDIES 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 AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, STATUTORY, COLLATERAL OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES AND TERMS OF MERCHANTABILITY, QUALITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS, 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 Orders, Invoicing and Payment.** All Orders placed hereunder are subject to Verint’s acceptance of that Order. Prior to accepting an Order, Verint shall have the right to perform any credit and other checks required by Verint. Verint shall invoice Customer for all Fees in accordance with the applicable annex terms and conditions. Time is of the essence with respect to payment terms. All payments shall be due within thirty (30) days after the applicable invoice date, without deduction, except with respect to any amount disputed in good faith where prior notice is provided to Verint detailing the amount and reason for the dispute. The parties will immediately negotiate in good faith to resolve any dispute. All amounts due Verint hereunder are net amounts, exclusive of, and Customer is responsible for paying all taxes, duties and tariffs of any kind (except with respect to Verint’s income) whether payable directly by or indirectly through Verint in compliance with applicable law, 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, and Verint shall have the right to charge Customer interest at the maximum legal rate allowable under applicable law for any amount not paid to Verint when due and payable until payment is received. 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 INDEMNITY; CONDITIONS.**

**7.1 Verint Indemnity.** Verint, at its sole expense, shall defend, indemnify and hold harmless Customer from any action based upon a claim that the products or services provided by Verint, used as permitted, infringes any valid third-party patent, copyright, trade secret, or other proprietary right arising under the laws of the United States, United Kingdom, Hong Kong, Australia or other countries applicable to Customer as specified on an Order, and shall reimburse Customer for all damages, costs, and expenses (including reasonable attorneys’ fees) awarded against Customer pursuant to any such actions. If the products or services become, or in Verint’s opinion is likely to become, subject of such a claim of infringement, Verint shall be entitled, at Verint’s sole option, to either procure the right for Customer to continue to use the product or service, or replace or modify it so that it becomes non-infringing. If neither of the foregoing is commercially and reasonably available to Verint, Verint may terminate the product licenses or services and refund to Customer a pro rata refund of **(a)** product Fees paid to Verint for the infringing product, amortized over five (5) year depreciation schedule, and **(b)** any remaining prepaid Fees for the infringing services. Verint shall have no obligation or liability hereunder for any claim resulting from: **(i)** modification of the product or service **(a)** by any party other than Verint, or **(b)** by Verint in accordance with Customer’s designs, specifications, or instructions; **(ii)** use of the product or service other than as granted in this Agreement; or **(iii)** use of the product or service in conjunction with other products or services not provided by Verint or necessary for the operation of the Verint product or service, where such infringement would not have occurred but for such use; or **(iv)** use of a version of the product or service other than the then-current version.

**7.2 Conditions.** Each party’s indemnification obligations under this Agreement are contingent upon the indemnified party providing the indemnifying party with **(i)** prompt written notice of the claim, **(ii)** an opportunity for complete control of the defense of and the right to settle such claim, and **(iii)** all available information, assistance, authority, and cooperation to enable the defense or settlement of such claim. This Section, plus any other sections in this Agreement providing for expressed indemnity obligations from one party to another, sets forth the exclusive remedy of the indemnified party against the indemnifying party, and the complete liability of indemnifying party with respect to any action or claim indemnified hereunder.

## **8 LIMITATION AND CAP ON LIABILITY.**

**THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY.**

**AMERICAS REGION: EXCEPT WITH RESPECT TO A PARTY’S INDEMNITY OBLIGATIONS PROVIDED FOR IN THIS AGREEMENT, OR A BREACH OF OBLIGATIONS WITH RESPECT TO VERINT INTELLECTUAL PROPERTY, THE FOLLOWING LIMITATIONS SHALL APPLY TO EACH PARTY’S LIABILITY UNDER THIS AGREEMENT. EACH PARTY’S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO THE OTHER PARTY’S DIRECT ACTUAL DAMAGES NOT TO EXCEED GREATER OF (A) THE ACTUAL FEES PAID AND DUE AND PAYABLE TO VERINT HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM OR SERIES OF CLAIMS AROSE, OR (B) USD\$10,000. IN NO EVENT SHALL A PARTY, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR OF THAT PARTY, 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 THE OTHER PARTY 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 ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL VERINT BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

**AUSTRALIAN, EMEA AND PACIFIC REGIONS:** EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, SHALL BE EXPRESSLY LIMITED AS FOLLOWS:

(A) IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR EMPLOYEES OR AGENTS HAVE ANY LIABILITY FOR ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGE WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE): (I) LOSS OF REVENUE; (II) LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING FOR LOSS OF PROFITS ON CONTRACTS); (III) LOSS OF THE USE OF MONEY; (IV) LOSS OF ANTICIPATED SAVINGS; (V) LOSS OF BUSINESS; (VI) LOSS OF OPPORTUNITY; (VII) LOSS OF GOODWILL; (VIII) LOSS OF REPUTATION; (IX) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, PROVIDED THE FOREGOING DOES NOT AFFECT A PARTY'S EXPRESSLY SPECIFIED PERFORMANCE OBLIGATIONS CONCERNING BACKUP AND RESTORATION OF DATA; (X) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (XI) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED (INCLUDING, FOR THE AVOIDANCE OF DOUBT, WHERE SUCH LOSS OR DAMAGE IS OF THE TYPE SPECIFIED IN (I) - (X) ABOVE).

(B) VERINT SHALL NOT BE LIABLE FOR ANY OTHER LOSSES IN AN AMOUNT EXCEEDING THE GREATER OF: (I) THE FEES PAID HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE UPON WHICH THE LIABILITY AROSE, OR (II) USD\$10,000.

(C) VERINT SHALL NOT BE LIABLE FOR TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, WHETHER STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY ACTS, DIRECTIVES, RULES OR REGULATIONS RELATING TO THE PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION), COMMON LAW, OR OTHERWISE, AND WITH RESPECT TO THE EMEA REGION, THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.

(D) IN NO EVENT SHALL ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR OF VERINT, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES THERETO (COLLECTIVELY "OTHER PARTIES"), BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER; PROVIDED IF SUCH LIABILITY ARISES AND IS NON-EXCLUDABLE AS A MATTER OF LAW, SUCH OTHER PARTIES SHALL HAVE THE BENEFIT OF THE OTHER LIMITATIONS ON LIABILITY SPECIFIED IN THIS SECTION.

(E) NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR: (I) ANY EXPRESSED INDEMNITY OBLIGATIONS PROVIDED FOR HEREIN, (II) A BREACH OF OBLIGATIONS WITH RESPECT TO VERINT INTELLECTUAL PROPERTY, (III) PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE, OR (IV) FRAUD.

(F) EMEA REGION: NOTHING IN THIS AGREEMENT SHALL LIMIT VERINT'S LIABILITY FOR PRODUCT LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT.

**9 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. This Agreement may be terminated by either party (a) for material breach hereof which has not been cured within thirty (30) days after written notice of such breach, or (b) at any time if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy or insolvency. Upon termination of this Agreement, and except to the extent specified herein, (i) all Fees due to Verint shall be immediately paid, and (ii) all of Customer's rights to access and use any of the 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 16 in these "General Terms and Conditions", Sections 1 and 5 in the "SaaS Services Terms", Sections 1 and 2 in the "Licensed Product Terms", Sections 1 and 3 in the "Verint Connect Community Terms", Sections 1, 2.2, 2.3, 3.3, 3.4 and 4 in the "Verint Marketplace Terms", Sections 1 and 3 in the "SDK License Terms", and Verint's Information Security and Global Data Processing terms and conditions incorporated herein by reference.



**For SaaS Services:** Upon termination of this Agreement or non-renewal of a relevant SaaS Service, Customer shall immediately delete all copies of any on-premise components licensed hereunder, return to Verint all other Verint Intellectual Property. Within thirty (30) days of termination of this Agreement or non-renewal of a relevant SaaS Service (“**Return Period**”), Customer may request in writing that Verint either delete or return to Customer available Customer Data with respect to the terminated SaaS Services. At the expiry of the Return Period, if Customer has not elected either of the foregoing, Verint may delete and destroy all such Customer Data without notice or liability to Customer. Where Customer requests Verint return available Customer Data, Verint may fulfil this request by making available functionality that enables Customer to retrieve available Customer Data without additional Processing by Verint. If Customer declines to use this functionality, Customer may, within the Return Period, request that Verint return the available Customer Data under an Order for the applicable Professional Services. 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. Verint shall provide written confirmation to Customer that it has fully complied with the foregoing within thirty (30) days of Customer’s request for such confirmation.

**For Licensed Product:** Upon termination of this Agreement, Customer’s license rights granted in any Licensed Product licensed hereunder shall survive such termination for the remainder of the applicable license term; 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 Marketplace Content:** Upon termination of this Agreement, all Marketplace Content obtained by Customer shall be subject to the surviving terms and conditions applicable to that Marketplace Content.

**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.

**10 GOVERNING LAW; FORUM.** In the event Customer is an entity or agency of any government, to the extent the application of laws stated in this Section would be in contravention with the laws of that government, and without opportunity to contract otherwise, then notwithstanding the remaining terms in this Section, the laws and jurisdiction applicable to that government shall instead apply, but solely to the extent and with effect mandated by such laws.

In respect of each Trading Region, the following provisions apply:

**Americas Region:** 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.

**Australian Region:** The laws of New South Wales and the Commonwealth of Australia apply to this Agreement to the exclusion of any other law. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the New South Wales registry of the Federal Court of Australia. 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.

**EMEA Region:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the jurisdiction of the English courts. 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.

**Pacific Region:** This Agreement shall be governed by and construed in accordance with the substantive laws of Hong Kong, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of the courts in Hong Kong. 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.

**11 REMEDIES.** Customer acknowledges 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.

**12 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.

**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 NOTICES.** All notices or other communications required hereunder shall be made in writing and shall be deemed to be effectively given: (i) when made available to Customer's Personnel by Verint posting such notice to a SaaS Service or Support portal, and if emailed, the first business day after sending the notice (provided email shall not be sufficient for legal notices, including notices of termination, alleged breach or an indemnifiable claim); or (ii) if hand delivered, when received, and if mailed for overnight delivery, when delivery by the overnight carrier is made, in each instance at the applicable address set forth on the applicable Order (or if an Order is not applicable, with respect to Verint, to the relevant Verint office address found at <https://www.verint.com/our-company/global-locations/>), and with respect to legal notices, to Attn: Legal Department.

**16 ENTIRE AGREEMENT / MODIFICATIONS.** Except as otherwise specified in this Section, this Agreement, plus the terms on any Order signed by an authorized representative of 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 by an authorized representative of each party. 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 by an authorized representative of each party. 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 a different subject matter than the subject matter of the Order to which this Agreement is incorporated or attached, 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.

## **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.

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

**SaaS Services.** The Software, operating in 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; provided, within thirty (30) days of Verint reporting such Overage to Customer (or to the applicable authorized reseller), Customer may instead

place an add-on Order for additional SaaS Access Rights equal to at least the highest monthly Overage quantity reported, where the Access Term for that Order starts on the first day of the first Overage month, and continues for the remainder of the Access Term.

**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.

**Service Levels.** The service level commitments from Verint with respect to the maintenance and support of the Hosted Environment and SaaS Services; provided, Service Levels shall not apply to pilots, development, test, sandbox and other non-production offerings.

**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. In the event Customer (i) fails to pay Verint any undisputed amounts past due, or (ii) is in breach of Section 5.1, Verint shall have the right to immediately suspend without notice any or all related SaaS Services provided to Customer hereunder.

#### **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 <https://www.verint.com/wp-content/uploads/VGS-Plan-all-regions.pdf>.

**4.3 On-Premise Components.** 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. Verint shall provide technical support for 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. Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime, and 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, with respect to the applicable Hosted Environment, 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. With respect to any Services Level credits due under Orders placed directly by Customer on Verint, Service Level Credits will be applied to the next invoice following Customer’s request and Verint’s confirmation of available credits; with respect to any Service Level Credits due for SaaS Services under Orders placed on Verint by a Verint authorized reseller on Customer’s behalf, Service Level Credits will be issued by such reseller following Customer’s request and Verint’s confirmation of available credits and such Services Level Credits may only be used by Customer with respect to subsequent purchases of Verint offerings through that reseller. 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 destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup, and 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 to: (i) 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) provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy Laws and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Agreement and the use and delivery of the SaaS Services; (iii) not use the SaaS Services for illegal purposes; (iv) not knowingly 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; (v) not knowingly interfere with another customer’s use and enjoyment of the SaaS Services or another entity’s use and enjoyment of similar services; (vi) not knowingly 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; (vii) not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; (viii) 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; and (ix) not to transmit or post any material

that encourages conduct that could constitute a criminal offense or give rise to civil liability. Verint may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer.

**5.2 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.

**5.3 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 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.

**5.4 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 acknowledges and agrees 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.

**6 INVOICING.** For any Orders placed on Verint directly by Customer, Verint shall invoice Customer for the SaaS Access Fee for the initial Access Term Billing Period, and any fixed fee Professional Service Fees applicable to such Order upon Verint's receipt and acceptance of the Order. As applicable, Verint may invoice Customer **(a)** in advance for 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.

## **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 9 of the "General Terms and Conditions") or term-based (if specified on the Order), nonexclusive, nonassignable (subject to Section 14 of the "General Terms and Conditions"), and nontransferable limited license with respect to 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 and agrees 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.

**5 INVOICING.** All Software is considered delivered when made available to Customer for download. For any Orders placed on Verint 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, and any fixed fee Professional Service Fees applicable to such Order upon Verint's receipt and acceptance of the Order. As applicable, Verint may invoice Customer **(a)** in advance for any renewal Support Term, and **(b)** for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred.

## VERINT CONNECT COMMUNITY 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, marketplace, developer and 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 Verint partner program materials or other information made available by Verint to 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 or one of its authorized partners or resellers, 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.

**d.** For use of the Verint Marketplace and terms and conditions applicable to Marketplace Content, see also the Verint Marketplace Terms annex.

### **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 to: **(i)** 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 or Data Subjects 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)** provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy Laws and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Agreement and the use and delivery of the Portal Services; **(iii)** not use the Portal Services for illegal purposes; **(iv)** not knowingly 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; **(v)** not knowingly interfere with another customer's use and enjoyment of the Portal Services or another entity's use and enjoyment of similar services; **(vi)** not knowingly 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; **(vii)** not to interfere or disrupt networks connected to the Hosted Environment or Portal Services; **(viii)** 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; and **(ix)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability. 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 3.2.

**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 acknowledges and agrees 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.

## **VERINT MARKETPLACE TERMS**

### **1 DEFINITIONS.**

**Marketplace Consumer.** A Customer who accesses the Verint Marketplace and/or procures one or more Marketplace offerings through use of the Verint Marketplace.

**Marketplace Content.** Collectively, all information, materials and other content made available on the Verint Marketplace, including Provider Content and Verint Content.

**Marketplace Provider.** A Customer who submits or posts Provider Content on the Verint Marketplace.

**Marketplace Provider Agreement.** A Marketplace Provider's terms and conditions applicable to its Provider Content, Provider App(s) and/or other Marketplace Provider products or services provided to a Marketplace Consumer, which may include fees charged to Marketplace Consumer by Marketplace Provider.

**Provider App(s).** Marketplace Provider software applications or other offering(s) advertised or otherwise made available by a Marketplace Provider on the Verint Marketplace.

**Provider Content.** Information and materials posted on the Verint Marketplace by a Marketplace Provider, which may include Provider App(s) and/or a link to the Marketplace Provider's website to enable a Marketplace Consumer to obtain Marketplace Provider offerings from a Marketplace Provider.

**Verint Content.** Verint proprietary software applications and other Verint confidential and/or proprietary materials accessed or downloaded by Marketplace Consumers from the Verint Marketplace, where such applications and materials are intended to be used in conjunction with a Verint offering.

**Verint Marketplace.** The online platform owned or operated by Verint as a part of its available Portal Services where Marketplace Consumers can access, and Marketplace Providers can advertise and provide access to, Marketplace Content.

## **2 TERMS APPLICABLE TO MARKETPLACE CONSUMERS.**

**2.1 VERINT MARKETPLACE AND VERINT CONTENT.** By providing access to the Verint Marketplace, Marketplace Consumer is granted a nonexclusive, revocable, nontransferable, nonassignable right to **(a)** access the Verint Marketplace for its internal business purposes, and **(b)** download and use Verint Content, provided such use of Verint Content is solely in conjunction with other Verint offerings. The license set forth in (b) is contingent upon the Marketplace Consumer procuring sufficient use rights in the relevant Verint offering as would otherwise be required for the Marketplace Consumer's use, and is only valid for so long as the Marketplace Consumer continues to have a valid license or right to use the other Verint offering(s).

**2.2 PROVIDER CONTENT.** The availability of any Provider Content through the Verint Marketplace is not an endorsement by Verint of such Marketplace Provider or the Provider Content. Marketplace Consumer acknowledges and agrees that nothing in this Agreement or on the Verint Marketplace will be deemed to be a representation or warranty by Verint with respect to any Provider Content or any Provider App, even if identified as "certified" for use with any Verint offering. Provider Content may include links to a Marketplace Provider's website as a convenience to Marketplace Consumers interested in procuring or learning more about Provider Content or Provider Apps. Marketplace Consumer acknowledges and agrees that Verint is not responsible or liable for **(a)** the acts or omissions of a Marketplace Provider; **(b)** the accuracy, completeness, quality, integrity, legality, reliability, interoperability, or appropriateness of any Provider Content, Provider App(s) or information or other offerings contained on a Marketplace Provider's website; or **(c)** any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information contained in Provider Content, or on a Marketplace Provider's website, including any information that infringes or may infringe any Intellectual Property Right or any other right of a third party. Marketplace Consumer is responsible for procuring sufficient use rights in the relevant Verint and Marketplace Provider's offering(s) as would otherwise be required for the Marketplace Consumer's use.

**2.3 MARKETPLACE PROVIDER AGREEMENT; INDEMNITY.** Marketplace Consumer acknowledges and agrees that the purchase, download and/or use of any Provider Content, Provider App or any other Marketplace Provider materials is at Marketplace Consumer's own risk and subject to the applicable Marketplace Provider Agreement governing use by Marketplace Consumer. For the avoidance of doubt, in no event shall **(a)** any Marketplace Provider Agreement or other agreement between Marketplace Provider and Marketplace Consumer amend, supplement or in any way supersede the terms and conditions of this Agreement with Verint, or **(b)** Verint be deemed a party to, or have any liability under, a Marketplace Provider Agreement or with respect to any Provider Content or Provider App. Marketplace Consumer at Marketplace Consumer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any disputes between Marketplace Consumer and a Marketplace Provider, including with respect to any breach of a Marketplace Provider Agreement by Marketplace Consumer, Marketplace Consumer'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.

**2.4 SUPPORT AND RESPONSIBILITIES.** Verint shall provide support for Verint Content in accordance with the terms and conditions in effect with Verint for the relevant Verint offerings licensed or subscribed to by Marketplace Consumer on an Order. Marketplace Consumer acknowledges and agrees that **(a)** except with respect to the foregoing, Verint has no obligation to update any Verint Content, **(b)** Verint has no obligation to maintain or provide support for any Provider Content, **(c)** service level commitments



set forth in this Agreement or any other agreement between Verint and Marketplace Consumer do not apply to the Verint Marketplace or any Marketplace Content, even when used in conjunction with a Verint offering, and **(d)** in the event any Marketplace Content requires Professional Services for the use of that Marketplace Content, Marketplace Consumer is responsible for procuring such Professional Services from Verint or a Verint authorized reseller. Verint may, without further notice to Marketplace Consumer, discontinue the listing and/or availability of any Marketplace Content at any time, and without notice.

### **3 TERMS APPLICABLE TO MARKETPLACE PROVIDERS.**

**3.1 MARKETPLACE PROVIDER CONTENT LICENSE.** Marketplace Provider hereby grants to Verint a fully paid up, non-exclusive, world-wide, royalty-free license to reproduce, publicly display and use in connection with the Verint Marketplace **(a)** Provider Content, and **(b)** Marketplace Provider's trademarks, service marks, trade names, logos and symbols owned by Marketplace Provider or its licensors.

**3.2 POSTING CONTENT.** Marketplace Providers may submit a request through the Verint Marketplace, or through other processes as instructed by Verint, to post Provider Content on the Verint Marketplace. Marketplace Provider shall include with, or subsequent to, such submissions all information requested by Verint. Verint may, in its sole discretion, reject Marketplace Provider's request for any reason or no reason at all. Additionally, Verint may remove any Provider Content at any time for any or no reason without notice to Marketplace Provider. For the avoidance of doubt, Marketplace Provider will not be entitled to any referral fees, royalties or any other fees from Verint related to Marketplace Provider's or any Marketplace Consumer's use of the Verint Marketplace or Marketplace Content. Verint is not responsible for any obligations of confidentiality with respect to Provider Content. Marketplace Provider is responsible for all content posted under Marketplace Provider's account.

**3.3 MARKETPLACE PROVIDER REPRESENTATIONS.** Prior to or contemporaneous with the provision to a Marketplace Consumer of any Provider Content, any separately provided Provider App(s), or any other Marketplace Provider materials, Marketplace Provider shall ensure a Marketplace Provider Agreement is effective and binding between Marketplace Provider and the relevant Marketplace Consumer. Marketplace Provider represents and warrants that **(a)** it will not make any statements, warranties, or representations that purport to bind Verint to any undertaking or performance or create any liabilities on behalf of Verint, **(b)** the Provider Content, Provider App(s) and any other Provider products or services will not cause, result in or give rise to Verint's breach of any Marketplace Consumer contract, **(c)** it will only provide content whose export classification does not require a license, permit or any other government approval necessary for the exportation or importation of such content to countries, end-users and/or end-uses that are not sanctioned, embargoed, denied or otherwise restricted, **(d)** it is solely responsible for the accuracy, completeness, quality, integrity, legality, reliability, interoperability, and appropriateness of all Provider Content and Provider Apps, and **(e)** the Marketplace Provider Agreement will not: **(i)** include any representations or warranties regarding Verint offerings, **(ii)** grant any rights in any Verint offerings, or **(iii)** impose any obligations on Verint in any way. By providing any Provider Content, Marketplace Provider represents and warrants that such information does not **(x)** violate any Intellectual Property Rights, or any other legal or equitable rights; **(y)** violate any law, rule, order, judgment or regulation to which the Marketplace Provider, the Verint Marketplace or the Provider Content may be subject, or **(z)** violate in any way Marketplace Provider's obligations in this Agreement.

**3.4 INDEMNITY.** Marketplace Provider, at Marketplace Provider's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from: **(i)** a Marketplace Consumer's use of, or inability to use any Provider Content or Provider App, including claims of product liability or fraudulent or misleading advertising on the Verint Marketplace or otherwise, **(ii)** Marketplace Provider's breach of Section 3.3, **(iii)** disputes between Marketplace Consumer and a Marketplace Provider, including with respect to any breach of a Marketplace Provider Agreement or failure to put in place a Marketplace Provider Agreement, **(iv)** the disruption or adverse impact on the security, integrity or operation of a Verint offering arising from Provider Content or Provider Apps, or **(v)** infringement of any Intellectual Property Rights by Provider Content or Provider Apps, and with respect to (i) – (v), Marketplace Provider shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

### **4 GENERAL TERMS APPLICABLE TO THE VERINT MARKETPLACE.**

**4.1** The terms and conditions in this Verint Marketplace Terms annex are in addition to and supplement the terms and conditions in the Verint Connect Community Terms annex, and as applicable, the Mobile App annex. Additionally, depending on a Customer's activities within the Verint Marketplace, a Customer may be acting in the capacity of both a Marketplace Consumer and Marketplace Provider, and the terms applicable to each shall apply to Customer as applicable to such activities.

**4.2 EXCEPT WITH RESPECT TO SECTION 2.4, THE VERINT MARKETPLACE AND ALL MARKETPLACE CONTENT IS PROVIDED "AS IS" AND AS AVAILABLE AND VERINT MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, AND/OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE VERINT MARKETPLACE AND/OR ANY MARKETPLACE CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. VERINT IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF ANY MARKETPLACE CONSUMER OR ANY MARKETPLACE PROVIDER OR FOR ANY ADVERSE OR OTHER IMPACT OF PROVIDER CONTENT OR PROVIDER APP ON VERINT OFFERINGS.**

**VERINT, IN ITS SOLE DISCRETION, MAY CEASE TO OPERATE THE VERINT MARKETPLACE AT ANY TIME WITHOUT NOTICE TO MARKETPLACE CONSUMERS OR MARKETPLACE PROVIDERS.**

## **SDK LICENSE TERMS**

### **1 DEFINITIONS.**

**End User.** An entity licensing or subscribing to one (1) or more Verint offering.

**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.

**Partner Agreement.** An active and valid written agreement signed between Customer and Verint that includes express terms authorizing such Customer to resell or market Verint offerings to End Users or some other form of definitive business arrangement contemplating the use of Verint Intellectual Property for the benefit of End Users.

**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 this Agreement, the SDK shall be considered a Verint "Licensed Product" for all purposes.

### **2 LICENSE.**

**2.1 SDK License.** Verint grants to Customer, and Customer accepts a nonexclusive, nonassignable, and nontransferable limited license to use the SDKs made available to Customer through the Portal Services solely by Customer's Personnel for Customer's internal business operations to create Interface Applications for use in accordance with and subject to the terms and conditions of this Agreement. Use of the SDK by Customer, Customer's Personnel or any other party authorized hereunder shall at no time be used for any purpose other than the integration of a Verint offering to a product provided by Customer or its third party licensors.

**2.2 License of Interface Application.** Subject to Customer's compliance with the terms and conditions of this Agreement and (where applicable) a Partner Agreement, Customer shall also have the limited right to license Interface Applications to End Users for the limited purpose of integrating a third party product with a Verint offering licensed or subscribed to by that End User. In the event the SDK licensed hereunder includes, as delivered by Verint, any Run-Time Software, then Verint grants to Customer and Customer accepts a nonexclusive, nonassignable, and nontransferable limited license to copy, distribute and license to End Users the use of that Run-Time Software; provided, Customer has entered into a legally binding agreement with such End User(s) with terms that, in addition to any other requirements set forth in a Partner Agreement, **(1)** limit use of the Run-Time Software solely to internal use by that End User and solely with respect to use in conjunction with an Interface Application and a Verint offering, **(2)** provide no less protection for Verint Intellectual Property than provided herein this Agreement, and **(3)** do not expand in any way Verint's liability hereunder this Agreement. Any such copies must include all Verint and Verint licensor copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on the delivered Run-Time Software. For the avoidance of doubt, nothing in this Agreement provides Customer with the right to provide a copy of or license the use of the SDK to any End User.

### **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 Agreement 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 perpetual 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 any other 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.

**5 INDEMNITY.** Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from the creation, integration, reproduction, distribution, licensing, use, inability to use, or third-party proprietary right infringement by Customer's Interface Applications, or other products, marks, and/or services of Customer or any of its suppliers.

## **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 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.

## **ANNEX 1 – VERINT CONTRACTING ENTITIES**

**Americas Region:** Verint Americas Inc., a Delaware corporation with its principal place of business at 800 North Point Parkway, Alpharetta, Georgia 30005

**Australian Region:** Verint Systems (Australia) Pty Ltd. (ABN 092 740 577), a company registered in Australia with offices at Level 14, 100 Miller Street, North Sydney NSW 2060

**EMEA Region:** Verint Systems UK Limited, a company registered in England with company registration number 02602824, whose registered address and principal place of business is 241 Brooklands Road, Weybridge, Surrey KT13 0RH

**Pacific Region:** Verint Systems (Asia Pacific) Ltd., a company registered in Hong Kong with offices at Suite 715-6, Level 7, Core F, Cyberport 3, 100 Cyberport Road, Hong Kong