

VERINT AMERICAS INC.
LIMITED PERFORMANCE WARRANTY

All capitalized terms not defined in this document shall have the meaning ascribed to them in the C1 Sales Agreement.

C1 warrants to End User that **(i)** for a period of ninety (90) days after its shipment to the applicable Site, the Software shall operate in an End User Environment in accordance with the Documentation; **(ii)** for a period of thirty (30) days after performance, the Services provided hereunder were performed in a timely and professional manner by qualified personnel; and **(iii)** that the Products shall be free from harmful code (such as spyware, malware, viruses, time bombs, and Trojan horses) and material programming errors that prevent the Products from operating in conformity with the Documentation. The Parties hereto acknowledge that the System may include a “key,” which may restrict End User from usage of the System beyond the license granted. Notwithstanding the preceding warranties, C1 shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from any of the following:

- a.** End User’s failure to **(i)** correctly install any Updates, Versions or other modifications to the Software provided by C1, **(ii)** prepare a computing environment that meets the specified End User Environment prior to Software installation or to maintain such End User Environment thereafter, **(iii)** grant 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 Software; or problems to or caused by products or services not provided by C1;
- c.** Software modification, amendment, revision, or change by any Party other than C1 or C1’s authorized representatives; or
- d.** Internet connection problems, or data or data input, output, integrity, storage, and back-up, which shall be deemed under End User’s exclusive control, and End User’s sole responsibility.