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**END USER LICENSE**

**LICENSE, SUPPORT AND SERVICES AGREEMENT**

VERINT AMERICAS INC. ("VERINT") IS WILLING TO LICENSE EACH OF THE SOFTWARE PROGRAMS ("SOFTWARE") AND ANY ACCOMPANYING USER DOCUMENTATION ("DOCUMENTATION"; THE SOFTWARE AND DOCUMENTATION ARE COLLECTIVELY REFERRED TO AS THE "PRODUCT"), PERFORM SUPPORT SERVICES RELATED TO THE PRODUCT(S), AND PERFORM OTHER SERVICES, EACH AS IDENTIFIED AND AGREED IN ORDERS BETWEEN YOU AND VERINT OR ITS AUTHORIZED RESELLER ("RESELLER") ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT ("AGREEMENT"). IN THE EVENT YOU HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE TERMS OF THIS AGREEMENT PRIOR TO DELIVERY OF THE PRODUCT, YOU WILL BE ENTITLED TO A FULL REFUND OF THE LICENSE FEES, IF ANY, THAT YOU MIGHT HAVE PAID FOR THE SOFTWARE FROM THE PARTY TO WHICH YOU PAID THOSE FEES; PROVIDED THAT (I) YOU RETURN OR DESTROY ALL COPIES OF THE SOFTWARE AND NOTIFY VERINT OR ITS RESELLER OF SUCH DESTRUCTION, (II) YOU MAKE SUCH REFUND REQUEST BEFORE YOUR FIRST USE OF THE SOFTWARE, AND (III) VERINT OR ITS RESELLER RECEIVES SUCH REQUEST NO LATER THAN THIRTY (30) DAYS FOLLOWING DELIVERY OF THE SOFTWARE TO YOU. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "YOU" OR "YOUR" IN THIS AGREEMENT SHALL MEAN COLLECTIVELY THE ORGANIZATION AND THE END USER OF THE SOFTWARE.

1. **BACKGROUND.** THIS IS A SOFTWARE LICENSE AND NOT A SALE OF SOFTWARE. THE PRODUCT, WHICH IS PROVIDED WITH THIS AGREEMENT, IS LICENSED TO YOU SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH DEFINE WHAT YOU CAN AND CANNOT DO WITH THE PRODUCT, AS WELL AS LIMITATIONS ON WARRANTIES AND REMEDIES.

2. **OWNERSHIP.** Products provided are not in the public domain. Verint, its affiliates and/or its licensors are the owners of all Product intellectual property rights, including, without limitation, patent, trademark, copyright, and trade secret rights, and the techniques and ideas embodied and expressed therein, including the structure, sequence, and organization of the Software (collectively, the "Program Concepts"), and any derivatives therefrom. You acknowledge that, except for the limited license granted hereunder, you have no rights in or to the Product, the Program Concepts, or any derivatives therefrom.

3. **GRANT OF LICENSE.** If you accept the terms and conditions of this Agreement, you are granted a non-exclusive, non-transferable, non-assignable, perpetual (subject to the termination rights herein) license to use the Product pursuant to the terms of this Agreement and to the extent as described in any order documents related to this Agreement. You may only use the Software in object code form solely for internal, in-house use. Upon either Verint or its Reseller accepting an order from you, you are entitled to install and use the Software to the extent and in the manner specified on such order. You may not make any copies of the Product or its contents other than additional copies of the Product solely for back-up or archival purposes. Except to the extent by law the following rights cannot be restricted, you may not (a) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Product to any other party, (b) translate, modify, disassemble, or reverse engineer the Product, (c) create derivative works based on any portion of the Product, (d) obtain possession of any source code or other technical material relating to the Software, (e) use the Software in a production environment for the operation of a service bureau or otherwise directly or indirectly commercially exploit the Software, or (f) remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained on the media or included in the Product. Your right to use the Product is subject to your fulfillment of all payment obligations for the Product, and your continued compliance with the terms and conditions of this Agreement.

4. **PROPRIETARY RIGHTS AND INFORMATION.** You acknowledge and agree that the Product and other information related thereto or disclosed or delivered to you in relation to this Agreement ("Verint' Information") represent Verint' and its licensors' confidential and proprietary information. You agree to keep Verint' Information confidential by exercising the necessary care required to prevent its disclosure. Notwithstanding the above, you will not disclose, divulge, distribute, publish, transmit or transfer Verint' Information to any third party or use Verint' Information for any purpose whatsoever other than as expressly authorized by this Agreement. Your obligations with respect to Verint' Information deemed "trade secret" (including, without limitation, all information concerning the use and operation of the Product, and the Product Concepts) under applicable law shall remain in effect for as long as Verint' Information remains a trade secret. Your obligations with respect to Verint' Information that is not deemed to be a trade secret shall remain in effect for a period of 3 years following your receipt of Verint' Information. Your obligations set forth under this Section 4 shall survive termination of this Agreement. Except as specified in Section 8 below, your license hereunder does not entitle you to receive any updates or any upgrades, although Verint may provide updates or upgrades to you from time to time. You agree that any updates or upgrades provided to you in Verint' discretion are subject to the terms hereof.

5. **SERVICES.** You may order services from Verint or its Reseller by submitting a request for such services. Any services provided hereunder are subject to (i) your performance of any obligations herein, and (ii) the terms of a mutually agreeable implementation plan. You must provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Verint to perform its duties in a timely manner. All services provided on a time and material basis are charged per person, calculated in 8 hour minimum increments, and subject to additional fees and rates for time in excess of 8 hours per day or incurred on any weekend or holiday recognized by Verint. Services purchased on a fixed fee basis shall expire 6 months from invoice date, and shall thereafter be forfeited by you. Services shall be scheduled as mutually agreed to by the parties; provided, all scheduling is dependent upon the allocation and availability of Verint resources. For services cancelled by you where Verint cannot reschedule resources to a comparable assignment during the scheduled period, Verint may charge a cancellation fee equal to 25% of the fee that would have been imposed for such services, plus all expenses Verint cannot reasonably recover. Prior to the installation of the Software, you shall ensure that a suitable Customer Environment (as defined below) is established for use and operation of the Software. You acknowledge that Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software needed to prepare or maintain the Customer Environment. "Customer Environment" means the computing environment separately procured, prepared and maintained by you for the use and operation of the Software, which meets Verint' then-current minimum system requirements.

6. **WARRANTY.** Verint warrants that: (a) as of date of Software purchase, and for 90 days thereafter, the Software will operate substantially in accordance with the Documentation; (b) for a period of 30 days after performance, the services provided hereunder were performed in a timely and professional manner by qualified personnel and (c) it has sufficient right, title and interest in the Product to grant the licenses set forth in this Agreement. This warranty does not apply to defects caused by misuse, neglect, incorrect installation, computing environment or use, any alteration or repair. Any claim for breach of the above warranties must be brought by you within the warranty periods specified above. The exclusive remedy for any breach of the foregoing warranties is for Verint to repair, modify, replace or re-perform (each as applicable). The warranties specified above and exclusions in Section 7 below are subject to applicable law, and Verint shall provide you with additional warranty rights with respect to the Products and Services to the extent those rights cannot be excluded by those laws.

7. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VERINT DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, UPGRADES OR UPDATES (AND ANY COPIES OF THE SAME), SUPPORT AND SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

8. **SUPPORT.** Subject to payment to Verint of all annual Product support fees applicable to your specific support level, Verint shall use commercially reasonable efforts to provide you: (i) direct access via telephone to Verint' support center during support level hours, (ii) error corrections for Product errors to allow the Software to operate substantially in accordance with the Documentation, and (iii) updates and upgrades that Verint, in its sole discretion, generally offers to its customers at your support level. Verint reserves the right to charge you for new functionality that may be offered by Verint from time to time. Support shall be provided by Verint only for the then-current Product version, and for the immediately preceding minor release for a period of 6 months after the then-current version is made generally available. Notwithstanding Verint' support obligations hereunder, Verint shall have no responsibility or liability of any kind arising or resulting from: (a) your failure to (1) correctly install any error corrections, updates, or upgrades (2) prepare and maintain the Customer Environment, (3) grant Verint access and security authorization and provide necessary communications mechanisms for remote access; (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 Verint; (c) Software modification, amendment, revision, or change by any party other than Verint; or (d) Internet connection problems, or data or data input, output, integrity, storage, and back-up, which shall be deemed under your exclusive control, and your sole responsibility. If Verint provides support services as a result of any of the foregoing conditions, Verint may charge you for such services at Verint' then current rate.

**9. LIMITATION AND CAP ON LIABILITY.** NEITHER VERINT NOR ITS RESELLERS, AFFILIATES OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUPPLIERS, OR REPRESENTATIVES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF YOU HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. IN NO EVENT WILL THE LIABILITY OF VERINT OR ITS AFFILIATES OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUPPLIERS, OR REPRESENTATIVES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE EVER EXCEED THE FEES RECEIVED BY VERINT FOR YOUR APPLICABLE ORDER. ALL FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING IN THIS SECTION, AND IN SECTIONS 6 AND 7, SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**10. VERIFICATION.** At the request of Verint, you shall furnish Verint with a signed statement that the Product and the Program Concepts are being used pursuant to the terms and conditions of this Agreement. If Verint has reason to believe that the Product or the Program Concepts are not being used in accordance with the terms and conditions of this Agreement, you shall permit Verint to review your relevant records and inspect your facilities to verify compliance with this Agreement. Verint will give you at least 3 business days advanced notice of any such inspection and will conduct such inspection during normal business hours in a manner that does not unreasonably interfere with your business operations. In the event such inspection results in fees due to Verint, you shall immediately pay those fees to Verint, and any reasonable inspection costs.

**11. TERM AND TERMINATION.** This Agreement shall be effective when accepted by you as provided above and shall continue so long as you continue to abide by the terms and conditions of this Agreement. Verint hereby reserves the right to terminate this license upon ten (10) days notice and failure to cure your breach of any of the terms contained in this Agreement, including failure to make payment or any breach of Section 3. Upon termination or expiration of this Agreement for any reason, you shall immediately return the Product and any copies to Verint, or, at Verint' discretion and written notice to you, you shall permanently destroy all copies of the Product and any related materials in your possession or control.

**12. INJUNCTIVE RELIEF.** You acknowledge that remedies at law may be inadequate to provide Verint with full compensation in the event of your material breach of any: (i) license grant hereunder, (ii) confidentiality and nondisclosure obligations herein, or (iii) intellectual property rights of Verint, and that Verint shall therefore be entitled to seek injunctive relief in the event of any such material breach.

**13. GOVERNING LAW; FORUM.** IN ORDER TO ASSURE CONSISTENCY IN THE INTERPRETATION OF THIS AGREEMENT, 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. THIS AGREEMENT IS NOT GOVERNED BY THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED. THE PARTIES FURTHER AGREE THAT THE PLACE OF CONTRACT AND PERFORMANCE OF THIS AGREEMENT IS NEW YORK CITY, NEW YORK, U.S.

**14. 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.

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

**16. ENTIRE AGREEMENT / MODIFICATIONS.** Except as otherwise specified in this Section 16, this Agreement, plus the terms on any order signed in hardcopy form by both you and Verint, comprises the entire agreement between you and Verint, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written agreement signed in hardcopy form between the parties. Preprinted, additional or conflicting provisions on your purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein, shall not apply unless agreed to by both parties in writing signed in hardcopy form. You agree that your use of the Software signifies your agreement to all terms and conditions of this Agreement. Notwithstanding any of the foregoing, in the event the parties to this Agreement have executed, in hardcopy form, a separate agreement covering the subject matter herein, that separate agreement shall continue to govern and control the parties with regard thereto, and shall supersede in all respects the terms of this Agreement.