SOFTWARE AND DOCUMENTATION ARE COLLECTIVELY REFERRED TO AS THE "PRODUCT"), PERFORM SUPPORT SERVICES

1. 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 thereof. Verint may use the Software only as permitted under this Agreement. Verint acknowledges, and you have no rights in or to the Product, the Program Concepts, or any derivatives thereof.

2. 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 Software to the extent and in the manner specified on such order. Except to the extent by law the following rights cannot be restricted, you may (a) make one copy of the Product solely for backup or archival purposes, (b) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Product to any other party, (c) translate, modify, disassemble, or reverse engineer the Product, (d) create derivative works based on any portion of the Product, (e) obtain possession of any source code or other technical material relating to the Software, (f) use the Software in a production environment for the operation of a service bureau or otherwise directly or indirectly commercially exploit the Software, or (g) 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.

3. PROPRIETARY RIGHTS AND INFORMATION. You acknowledge and agree that the Product, Program Concepts, and all other information related thereto or disclosed or delivered to you in relation to this Agreement ("Verint Information") are the property of Verint and its licensors. Verint reserves the right to charge you for new functionality that may be offered by Verint from time to time.

4. SERVICES. You may order services from Verint by submitting a request for such services referencing this Agreement. The services are subject to the terms of the then-current Service Level Agreement, if any. Unless otherwise noted and agreed to in writing by you and Verint, you shall pay all costs associated with providing such services, except where otherwise specified in this Agreement. Delays in the performance of any obligation by you, or Verint's right to charge fees based on the time and materials of any order, shall not be deemed to affect Verint's obligation to provide the services.

5. SUPPORT SERVICES. Subject to payment to Verint of all annual Product support fees applicable to your specific Product version, and unless otherwise specified in this Agreement, Verint will provide you with technical support services for the Product version and/or release level hours, (ii) error corrections for the Product signifies your agreement to all terms and conditions of this Agreement. Any services provided hereunder are subject to (i) your performance of any obligations herein, and (ii) the terms of a mutually

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7. 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 of: (i) license grant hereunder, (ii) confidentiality and nondisclosure obligations herein, or (iii) intellectual property rights of Verint, and that Verint shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in such event.

8. GOVERNMENTAL LAW. 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 laws rules. This Agreement is not governed by the UN 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, New York.

9. COMPLIANCE WITH LAWS. You represent, warrant and covenant that you (i) are and shall remain familiar with your obligations under any and all laws (including all laws, statutes, regulations, ordinances of any jurisdictional locality, and including, without limitation, all US and other laws applicable to the export and import of products and services, privacy and personal data, laws governing payments to government officials and other governmental entities, data protection and privacy laws, and any other applicable laws, rules or regulations), and that you shall not use the Product or the Program Concepts, or any portion thereof, in any manner which will cause Verint to be in violation of any of the applicable laws, rules or regulations, and that you will therefore be in compliance with such laws, rules or regulations, in all respects at all times, and that you will comply with all such laws, rules or regulations, in all respects at all times.

10. DISCLAIMER OF WARRANTIES. VERINT DISCLAIMS AND MAKES NO WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, UPGRADES OR UPDATES (AND ANY COPIES OF THE SAME), SUPPORT DOCUMENTATION ("DOCUMENTATION"); THE SOFTWARE; AND DOCUMENTATION ARE COLLECTIVELY REFERRED TO AS THE "PRODUCT"), PERFORM SUPPORT SERVICES

11. TERMINATION. This Agreement shall be effective upon acceptance of your Order (as evidenced by Verint's performance), and shall continue so long as you continue to abide by the terms and conditions in this Agreement. Verint will have the right to terminate this license upon (i) your failure to make any payments when due or to abide by the terms of this Agreement, (ii) your use of the Product in a manner not specified in this Agreement, or (iii) if you are in violation of any of the terms of this Agreement.

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15. ENTIRE AGREEMENT / MODIFICATIONS. Except as otherwise specified in this Section, this Agreement, plus the terms on any order signed in hardcopy form by both 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 in hardcopy form. You agree that the use of the Product signifies your agreement to all terms and conditions of this Agreement. You agree that Verint shall be a third party beneficiary of this Agreement and shall be entitled to enforce the terms and conditions of this Agreement directly against you. In the event that Verint is sued under 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.

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REV MAR 2017