

VERINT AMERICAS INC. OR ANY APPLICABLE AFFILIATE ("VERINT") IS WILLING TO PROVIDE ACCESS AND LICENSE TO CERTAIN VERINT SOFTWARE DEVELOPMENT KITS IN ACCORDANCE WITH AND SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT"). IF THIS AGREEMENT IS BEING ENTERED INTO ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "DEVELOPER," "YOU" OR "YOUR" IN THIS AGREEMENT SHALL MEAN THE LEGAL ENTITY REPRESENTED BY THE INDIVIDUAL INDICATING ASSENT TO THE TERMS AND CONDITION OF THIS AGREEMENT.

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

GENERAL TERMS AND CONDITIONS

The terms and conditions that follow apply to any software development kits and any related services provided by Verint to Developer. Additional terms and conditions applicable to the developer community portal ("**Developer Portal**") are contained in the annex to this Agreement entitled "**TERMS AND CONDITIONS APPLICABLE TO DEVELOPER PORTAL**".

1 GENERAL DEFINITIONS. The following capitalized terms shall have the meaning ascribed to them below. Additional definitions are included within the Developer Portal 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, and **(ii)** with respect to Verint, information concerning any products and services provided hereunder and/or materials resulting from services, and any derivatives thereto, any information posted by Developer to the developer community, and the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that is: **(a)** in the public domain or becomes available to the public, but 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.

Developer Environment. The computing environment separately procured, prepared and maintained by Developer for the access and use of the products and services, including the Developer Portal, where such computing environment meets Verint's then-current minimum requirements for the applicable products and services.

Developer Marks. The proprietary trademarks, service marks, trade names, logos, and symbols owned by Developer or its licensors.

Development Testing. The Interface Application testing Developer undertakes to conduct in the Verint Testing Environment either independently, or in conjunction with the purchase of Professional Services from Verint.

End User. An entity licensing or sublicensing under separate agreement with Verint or an authorized Verint reseller one (1) or more Verint Products and under separate agreement with Developer or an authorized Developer reseller one (1) or more of Developer's or its licensors products; provided that end user entity is in full compliance with the terms and conditions of those separate agreements. For

the avoidance of doubt, if Developer or its authorized reseller is an authorized Verint reseller, a single agreement with an end user entity shall satisfy the definition of "End User".

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

Government Official. Any employee or officer of a government including any national, regional or local department, agency, or enterprise owned or controlled by a government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for foreign political office.

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.

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

Laws. All laws, statutes, regulations, ordinances of any local, state, federal, national or other jurisdictional locality, and including, without limitation, all laws applicable to the export and import of products and services, privacy and personal data, laws governing payments to government officials and other parties (e.g., the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, OECD Anti-Bribery Convention, etc.) and other similar, comparable or equivalent laws, common law and equity, and any other laws applicable to a party's performance under this Agreement.

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: **(i)** disclosed or distributed in source code form; **(ii)** licensed for the purpose of making derivative works; or **(iii)** redistributable at no charge.

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

Partner Developer Program. The developer program described herein this Agreement and in the related Program Guide, permitting Developer to (as may be made available by Verint from time to time): **(i)** license Verint SDKs and related Products for the purpose of developing Interface Applications, and **(ii)** to the extent Verint offers and Developer subscribes to the use of a Verint Testing Environment, test those Interface Applications within the Verint Testing Environment.

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

Product. Collectively, the software, hardware and documentation that Verint licenses, either directly or indirectly through Verint resellers, that Verint may license to Developer hereunder.

Professional Services. Any installation, training, consulting and/or other services provided to Developer 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.

Program Guide. The benefits, features, policies and requirements of the Partner Development Program as set forth in a program guide which Verint provides to Developer, as may be updated by Verint from time to time.

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

SDK. The software development kit(s) licensed by Verint to Developer hereunder, 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 "Product" for all purposes.

Term. Shall have the meaning as defined in Section 10.

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

Verint Testing Environment. The technical environment established by Verint for the use in testing Interface Applications.

2 LICENSE.

2.1 Grant of Rights to Developer. During the Term, and subject to compliance with the terms and conditions of the Agreement and the Program Guide, Verint grants to Developer, and Developer accepts a nonexclusive, nonassignable, and nontransferable limited license to use at a Site, each SDK and Product as specified in an applicable Order solely by Developer's Personnel for Developer's internal business operations to create and test Interface Applications for use by its End Users. Use of an SDK and/or Product by Developer, Developer's Personnel or any other party authorized hereunder shall at no time: **(i)** exceed the total use rights granted in applicable Orders, **(ii)** be used for any purpose other than the integration of a Verint Product to a product provided by Developer or its third party licensors, or **(iii)** unless otherwise agreed to in writing by Verint, be used to develop integrations between Verint Products and any products or services which directly compete with any Verint products or services.

2.2 Grant of Rights in Run-Time Software. In the event the SDK licensed hereunder includes, as delivered by Verint, any Run-Time Software, then Verint grants to Developer and Developer accepts a nonexclusive, nonassignable, and nontransferable limited license to copy, distribute and license to End Users the use of that Run-Time Software; provided, the license grant to that End User limits use solely to internal use by that End User and solely with respect to use in conjunction with an Interface Application and a Product. 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.

2.3 Grant of Rights to Verint. During the Term, Developer grants to Verint, and Verint accepts a worldwide, nonexclusive, nonassignable, and nontransferable limited license to use Developer Marks solely in connection with the marketing and sale of Verint Products, and in accordance with any Developer use guidelines as may be provided to Verint by Developer from time to time.

2.4 Changes to Product. Verint reserves the right, in its sole discretion, to modify, discontinue, add, adapt or otherwise change any SDK and/or Product, any design or specification of any SDK and/or Product, and/or Verint's policies, procedures and requirements specified in or related to this Agreement. Developer shall, within ten (10) business day notice of any deletion or modification of an SDK and/or Product, cease any further development with that deleted or subsequently modified SDK, and shall only use the most current release of the SDK and/or Product for further development hereunder, as provided by Verint.

3 PROFESSIONAL SERVICES. Any Professional Services provided by Verint to Developer are subject to Verint's then-current Professional Service Fees. Such Professional Service Fees shall apply to any Professional Services performed by Verint under this Agreement. Developer acknowledges and agrees that, in the event Verint performs Professional Services at Developer's request prior to Developer placing an Order, Verint may invoice Developer for the applicable Professional Service Fees upon performance at Verint's then-current rates, and Developer shall pay those fees in accordance with Section 7 below.

4 DEVELOPER'S RESPONSIBILITIES

4.1 Interface Application Development. Developer shall be responsible for developing and supporting any Interface Applications subject of this Agreement. Developer'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 **(iii)** updating and maintaining the Interface Applications as necessary for continued use with the same or different versions of Developer and/or third party licensor products, and Verint Products.

4.2 Open Source. Developer represents and warrants that **(i)** any Developer products (including any of its third party licensor products) applicable to this Agreement, and any Interface Application developed by or on behalf of Developer 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 Products or Verint Intellectual Property or **(b)** grant, or purport to grant, to any third party any rights or immunities in, to or under Verint Products or Verint Intellectual Property, and **(ii)** to the extent of any Open Source Code contained in any Developer products or any Interface Applications, Developer 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.

4.3 Compliance with Laws. Developer represents, warrants and covenants that: **(i)** Developer is and shall remain familiar with its obligations under any and all Laws, and shall comply with all Laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, **(ii)** no government, government agency, government-controlled enterprise or Government Official has any ownership interest, direct or indirect, in Developer or in the contractual relationship established by this Agreement, and **(iii)** Developer and Developer's employees, representatives, agents, directors and officers shall not at any time make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: **(a)** to any Government Official or government employee (including employees of government-owned entities or corporations), or to any political party, official of a political party or candidate (or to an intermediary for payment to any of the foregoing), in order to obtain or retain business or to secure any improper advantage, or **(b)** that would constitute a kickback or commercial bribe under any applicable Laws. By execution of this Agreement, Developer certifies it is in compliance with each of the foregoing, and has not, and to its knowledge no individuals specified above, have violated any of the prohibited activities in subsection (iii). Developer agrees that should it have a change of ownership interest (in whole or part) in contradiction with this Section, learn of or have reason to suspect or know of any violation of this Section, or have knowledge or suspicion of any other change or event that would otherwise make inaccurate any of the foregoing certifications,

Developer will immediately provide a complete and accurate written disclosure of such knowledge, suspicions, changes or events in writing to the attention of Verint's Chief Compliance Officer.

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

5 INTELLECTUAL PROPERTY; CONFIDENTIALITY.

5.1 Ownership. The parties acknowledge and agree that **(i)** Verint owns or has rights to license the SDKs and Products, in the Verint Testing Environment, 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, Developer 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, Developer grants to Verint an unlimited, worldwide license in and to the Intellectual Property Rights necessary for Verint and its other partners and customers to develop and use the same and/or similar interface applications.

5.2 Third Party and Verint Licenses. Developer 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. Developer shall also ensure each End User receiving an Interface Application is properly licensed to use the Verint Products applicable to that Interface Application, including, without limitation, the quantity of Product licenses required to use the Interface Application. In the event Developer determines, after reasonable review with that End User, additional licenses are required from Verint, Developer shall **(i)** direct that End User to obtain those licenses from Verint, and **(ii)** notify Verint in writing of the requirement for that End User.

5.3 Verint Intellectual Property Protection. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Developer 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. Developer 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, Developer 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 Developer hereunder.

5.4 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, Developer and Verint each agree that it: **(i)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(ii)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and **(iii)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

6 WARRANTY.

6.1 Joint Warranties. Verint and Developer each warrants and represents to the other that it has full right, power, and authority to enter into and perform under this Agreement, and the person signing this Agreement is properly authorized and empowered to bind such party.

6.2 Limited Performance Warranty.

For Professional Services: Verint warrants to Developer 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. Developer's exclusive remedy for a breach of the foregoing shall be for Verint to re-perform the affected Professional Services, or waive or refund (as appropriate) the fee for such Professional Services.

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

6.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 6.1 AND 6.2, VERINT MAKES NO AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. ANY PRODUCTS AND OTHER SERVICES PROVIDED HEREUNDER TO DEVELOPER ARE PROVIDED "AS IS" FOR ALL PURPOSES. WITHOUT LIMITING THE FOREGOING, VERINT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF ANY PRODUCT SHALL BE UNINTERRUPTED OR ERROR-FREE.

7 PAYMENT. All Orders placed hereunder are subject to Verint's acceptance of that Order, and Incoterms (2010) EXWORKS delivery terms. Prior to accepting an Order, Verint shall have the right

to perform any credit and other checks required by Verint. For any Orders placed directly by Developer, Verint shall invoice Developer one hundred percent (100%) of (as applicable to an Order) any fees that are fixed and determinable at the time of the Order, including any fixed fee Professional Services fees and any Developer Portal subscription fees applicable to such Order upon Verint's receipt and acceptance of the Order. As applicable, Verint may invoice Developer **(a)** in advance for any renewal subscription fees, and **(b)** for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. All payments shall be due within thirty (30) days after the applicable invoice date, without deduction. Developer is responsible for all taxes, duties and tariffs of any kind (except with respect to Verint's income), and all costs of shipment. Developer agree to pay Verint all costs of collection resulting from Developer's failure to pay any amounts due Verint hereunder. Verint shall have the right to withhold performance under this Agreement **(i)** to the extent it has knowledge that any governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), or **(ii)** if Developer is delinquent on any payments or is otherwise in breach of this Agreement.

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

9 INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless Verint, and its officers, directors, employees, shareholders, and representatives, from and against any and all liabilities, losses, damages, causes of action or injuries, costs and expenses, including court costs and reasonable attorneys' fees, of any nature whatsoever in connection with claims of third parties arising from: **(i)** Developer's breach of Section 4 or 5; **(ii)** Developer's failure to pay any fees or other amounts due hereunder, or to pay any taxes, duties, etc., as specified in Section 7; or **(iii)** the creation, integration, reproduction, distribution, licensing, use, inability to use, or third-party proprietary right infringement by products, marks, and/or services of Developer or any of its suppliers. Verint shall give Developer prompt written notice of any such claim and opportunity to control the defense and settlement thereof.

10 TERM; TERMINATION. This Agreement shall be effective upon the date Developer indicates assent to the terms and conditions of this Agreement through a digital signature process, or if no such process applies, the date that Verint accepts the initial Order hereunder (as may be evidenced by Verint's performance), and shall continue until terminated in accordance with this Section ("**Term**"). This Agreement may be terminated **(i)** by either party for convenience at the end of a thirty (30) day notice period provided to the other party, or **(ii)** by Verint immediately if Developer breaches Sections 4 or 5, or merges or sells all or substantially all of its assets, or makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy or insolvency.

Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1, and 4 to 19 in these “General Terms and Conditions”, and Sections 1 and 5 in the “Terms and Conditions Applicable to Developer Portal”.

Upon termination of this Agreement: **(a)** all fees due to Verint shall be paid, **(b)** Developer shall return to Verint all information and materials provided by Verint hereunder (including, without limitation, all SDKs and Products), and **(c)** all rights and licenses granted hereunder to Developer shall immediately cease unless otherwise specifically provided for herein.

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

12 INJUNCTIVE RELIEF. Developer acknowledge that remedies at law may be inadequate to provide Verint with full compensation in the event of Developer’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.

13 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.

14 PUBLICITY. Except as provided herein or required by law, Developer shall not publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of Verint. Verint may use Developer Marks (so long as in accordance with any mark guidelines provided by Developer to Verint) in Verint’s promotional materials, including, without limitation, press releases, Developer lists, and presentations to third parties.

15 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.

16 ASSIGNMENT. Except to the extent such rights cannot be restricted by applicable law, Developer shall not assign, sublicense, or transfer this Agreement without the prior written consent of Verint, and any such attempt by Developer 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.

17 INDEPENDENT CONTRACTORS. Developer and Verint are independent contractors in all relationships and actions contemplated by this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. Developer has not and shall not make statements, warranties, or representations concerning the Product that exceed or are inconsistent with any Verint marketing collateral or other materials provided by Verint, or to bind Verint to any undertaking or performance with respect to the Product or to create any liabilities on behalf of Verint.

18 RESERVATION OF RIGHTS; RESTRICTIONS. No exclusive rights are granted by this Agreement. All rights or licenses not expressly granted to Developer herein are reserved to Verint, including the right to license the Product to and through other parties. During the Term and for one (1) year thereafter, **(i)** Developer shall refrain from developing any products substantially similar in

functionality to the Products provided hereunder, providing the forgoing shall not apply to products developed by Developer where Developer disclosed such developed products prior to the effective date of this Agreement, and **(ii)** Developer shall not recruit or solicit for employment or hire, directly or indirectly, any employee of Verint (except as a result of general recruiting strategies such as placement of advertisements and posting of positions on corporate web sites) without the prior written consent of Verint.

19 ENTIRE AGREEMENT / MODIFICATIONS. Except as otherwise specified in this Section, this Agreement, plus the terms on any Order signed in hardcopy form by both Developer and Verint, comprises the entire agreement between Developer 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 Developer's purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein, shall not apply unless agreed to by both parties in writing signed in hardcopy form. Developer agrees that Developer's use of the products and services provided by Verint signifies Developer's agreement to all terms and conditions of this Agreement. In the event the parties to this Agreement have executed, in hardcopy form, a separate agreement, or other electronically signed agreement covering the subject matter herein, that separate agreement shall hereinafter be superseded by this Agreement for all purposes. 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.

TERMS AND CONDITIONS APPLICABLE TO DEVELOPER PORTAL

1 DEFINITIONS.

Access Fees. The annual fees and other fees due to Verint, if any, as further specified from time to time by Verint.

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

Access Term. The term, as further described in Section 3 below, for which Verint has contractually agreed to provide Developer with access to the Developer Portal.

Hosted Environment. Verint or its third party's technical environment required to operate and provide access to the Developer Portal, and to the extent provided by Verint, the Verint Testing Environment.

Developer Portal. The online services provided by Verint for access by the Verint Developer Community, including any SDKs and Verint Test Environment made available by Verint as a part of those online services.

Feedback. Any feedback, suggestions, commentary, ideas, concepts, inventions, designs, art work, programs, programming techniques, or other statements or input provided by Developer through use of the Developer Portal, regardless whether regarding Verint's current or proposed products and/or services or products and/or services of other participants in the Developer Portal.

Submissions. Any materials you provide, post, input or submit through the Developer Portal (including Feedback, and any sample code, documentation and other information).

Verint Developer Community. The community of developers granted access to the Developer Portal, and other individuals and entities provides license rights by Verint to develop using Verint's SDKs.

2 ACCESS RIGHTS. During the Access Term, and solely for Developer's internal business use, Verint grants to Developer a non-exclusive, non-transferable, non-assignable, personal right to use the Developer Portal through internet access, up to the extent of the Access Rights specified by Verint to Developer. Without limiting the terms and conditions in Section 5 of the "General Terms and Conditions", Developer acknowledges and agrees that no rights or any other interests are provided to Developer with respect to: **(i)** rights in or to the Hosted Environment or Developer Portal beyond those rights specified herein, **(ii)** rights to provide access to or use of the Developer Portal to any other party, **(iii)** rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the Developer Portal, or **(iv)** representations, warranties or other third party beneficiary rights from any Verint third party vendor.

3 ACCESS TERM. An Access Term shall commence upon the date Verint first grants access to the Developer Portal to Developer, and shall continue for one (1) year thereafter. Each Access Term, upon expiration shall automatically renew for additional annual terms, unless either party provides the other with no less than thirty (30) days prior written notice of its intent to not renew.

4 VERINT RESPONSIBILITIES.

4.1 Support. As part of the Developer Portal, 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 Developer Portal 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 Developer Portal. Developer 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 Developer Portal, as provided for in the Program Guide.

4.3 Uptime. Verint will use commercially reasonable efforts to enable availability of the Hosted Environment for use during the Access Term during normal business hours; provided, there are no uptime or other guarantees by Verint that the Hosted Environment or Developer Portal shall be available.

5 DEVELOPER RESPONSIBILITIES.

5.1 Developer Portal.

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

distribution of email through or in any way using the Developer Portal; and **(ix)** to comply with all regulations, policies and procedures of networks through which Developer connects to, or uses in connection with the Developer Portal. Verint may remove any violating content posted on the Developer Portal or transmitted through the Developer Portal, without notice to Developer.

5.1.2 Submissions. Should Developer provide any Submissions through its use of the Developer Portal, such Submissions shall be entirely voluntary. Any Submissions provided shall be deemed to be non-confidential. With respect to such Submissions, Developer hereby grants to Verint a non-exclusive, 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, Developer represents and warrants that Developer owns or otherwise controls all of the rights necessary in the Submission for Developer to comply with this Section 5.1.

5.2 Indemnity. Developer, at Developer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of Section 5.1 by Developer, Developer'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.

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

5.4 Passwords. All access codes and passwords are personal to the individual to which it is issued. Developer and Developer'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.