MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement ("**Agreement**") is entered into between NICE Systems, Inc. ("**NICE**") and Customer who has purchased the use of the NICE Software or Services through Carahsoft Technology Corp or one of its subdistributors (as applicable, "**Distributor**") and has the same effective date ("**Effective Date**") as Customer's order of the NICE Software or Services placed with Distributor. By placing an Order for NICE Software or Services through Distributor, Customer agrees that this Agreement governs the use of NICE Software and Services by Customer.

1.   **Definitions.** For purposes of this Agreement, the terms listed below shall have the following meanings:

"**Affiliate**" means, when used with respect to a Party, any legal entity controlled by, controlling, or under common control with that Party, where "control" (and its derivatives) means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.

"**Claim**" means a claim brought against a Party by a third party.

"**Cloud Services**" means the Software-as-a-Service and Hosting Services, individually and collectively, which are subject to the additional terms set forth in Exhibit A.

"**Confidential Information**" means with respect to either Party, any information disclosed by such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement, on or after the Effective Date of this Agreement, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information, including without limitation materials or information related to requests for proposal, quotes, or NICE's Software and Services. If the Receiving Party agrees to receive any personally identifiable information from the Disclosing Party, such information shall be considered Confidential Information of the Disclosing Party. Notwithstanding the foregoing, if the Parties entered into a confidentiality/non-disclosure agreement prior to the Effective Date, the information disclosed under such agreement shall be deemed to be Confidential Information hereunder.

"**Content**" means the data provided directly or indirectly by Customer to use a Service.

"**Customer**" means a person or entity who has purchased the use of the Software or Services through Distributor directly or indirectly and who, by placing an Order for the Software or Services through Distributor agrees to be bound by the terms of this Agreement.

"**Documentation**" means the applicable specifications and user documentation accompanying Services or Software.

"**Hosting Services**" means the hosting environment, including the infrastructure and operating environment, provided by NICE enabling Customer to access Software that will not be delivered via SaaS.

"**Losses**" means costs, damages, expenses, or liabilities.

"**Order**" means an ordering document placed with Distributor and governed by this Agreement, which details the Services or Software being purchased by Customer.

"**Party**" means either NICE or Customer, individually as the context indicates; and "**Parties**" means NICE and Customer, collectively.

"**Professional Service(s)**" means consulting, installation, implementation, and training services to be provided by NICE pursuant to an Order or Statement of Work.

"**Resulting Information**" means data created by, or resulting from, the use of the Services, including analyses, statistics, reports, and aggregations, all of which shall be considered NICE Confidential Information. For the avoidance of doubt, the term Resulting

Information does not include personally identifiable information, such that there is no reasonable basis on which any individual, or Customer itself, could be identified by the Resulting Information.

"**Service(s)**" means the Cloud Services, Professional Services, or other services to be provided by NICE pursuant to an Order or SOW.

"**Software**" means software provided to Customer pursuant to an Order. All references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

"**Software-as-a-Service**" or "**SaaS**" means a subscription-based service consisting of the ability to use, and receive support in connection with, the Software in the hosting environment as described in an Order.

"**Statement of Work**" or "**SOW**" means a document executed by Distributor and Customer, governed by this Agreement, which describes Professional Services to be provided by NICE.

"**Subscription Term**" means the term described in the applicable Order.

2.   **Ordering Procedure.** The Parties agree that the Agreement governs transactions whereby Customer has purchased the use of Services or Software by placing an Order with Distributor. Customer and any Customer Affiliate who purchases the use of the Software or Services shall be jointly and severally liable to NICE for any breach of this Agreement by a Customer Affiliate.

3.   **Invoicing, Payment Terms, and Taxes.** The prices to be paid by Customer for the use of the Software or Services and all terms pertaining to invoicing, payment, and taxes shall be governed by an agreement and/or an Order between Customer and Distributor (collectively, the "**Distributor Agreement**"). NICE shall have no liability to Customer for Distributor's breach of the Distributor Agreement, or any obligation with respect the Distribution Agreement whatsoever, accept to provide the Software and/or Services set forth in an accepted order from the Distributor subject to the terms of this Agreement.. Customer is responsible for paying all Taxes associated with your Order as permitted under FAR 52.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (Oct 2018) GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (FEB 2018) .

4.   **Warranties.**

4.1   **NICE Warranties for Cloud Services.** During the Subscription Term, NICE warrants to Customer that: (a) NICE is the owner or authorized distributor of, and has the right to supply, the Cloud Services and Documentation pursuant to the terms of this Agreement; and (b) the Cloud Services do not contain any virus, Trojan horse, or other similar code knowingly introduced by NICE. Customer's sole and exclusive remedies and NICE's sole obligations for NICE's breach of the warranty in this Section are as follows: (i) for a breach of the warranty in Section 4.1(a), the indemnity in Section 7 of the Agreement; and (ii) for a breach of the warranty in Section 4.1(b), the prompt removal by NICE of any such virus or disabling code at NICE's sole cost and expense.

4.2   **NICE Warranty for Professional Services.** NICE warrants to Customer that Professional Services will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing. Customer's sole and exclusive remedy and NICE's sole obligation for NICE's breach of the warranty in this Section is NICE's reperformance of the non-conforming Professional Services, provided that Customer notifies NICE of a non-conformity in this Section during the thirty (30) day period following NICE's completion of the applicable Professional Services.

4.3   **NICE Warranty for On-Premise Software.** NICE warrants to Customer that the Software will operate substantially in accordance with the applicable Documentation during the ninety (90) day period beginning on the date on which the Software becomes available for download by Customer via NICE's electronic software delivery system ("**Warranty Period**"). Customer's sole and exclusive remedy and NICE's sole obligation for NICE's breach of the warranty in this Section during the Warranty Period shall be, in NICE's sole discretion and at no charge to Distributor, to correct or replace such Software so that it complies with the warranty set forth in this Section.

4.4   **NICE's Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, (a) NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NICE TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED; AND (b) NICE DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, NICE'S EFFORTS OR ANY SOFTWARE OR SERVICES PROVIDED BY NICE OR ANY INFRASTRUCTURE PROVIDER WILL FULFILL ANY OF

CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES NICE WARRANT THAT THE OPERATION OF THE SOFTWARE OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.5   **Customer Warranties.** Customer warrants to NICE that: (a) Customer is the owner or authorized licensee of the Content, and has secured all necessary licenses, consents, authorizations and waivers for the use of the Content; (b) the Content and Customer's use of the Cloud Services at all times complies with the terms of this Agreement; and (c) Customer shall not use the Cloud Services or the facilities or capabilities of the Cloud Services to conduct any illegal activity or engage in any other activity which infringes upon the rights of NICE or any third party. If Customer breaches any of the warranties contained in this Section, NICE may, in addition to any other rights it may have in law or equity, exercise its right to suspend Customer's access to the Cloud Services.

5.   **License and Ownership.**

5.1   NICE hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited right to use the Services, Software and Documentation for Customer's internal business purposes, subject to the terms of this Agreement, including any applicable Order or SOW.

5.2   No title or ownership of the Services or Software shall be transferred to Customer by way of this Agreement or any Order or SOW. NICE has sole right to and ownership of, all intellectual property rights in and to: (a) the Services and Software and Documentation, and all modifications, enhancements, improvements, adaptations, translations; (b) the trademarks, service marks, and trade names associated with the Services or Software; (c) Resulting Information; and (d) all other NICE supplied material developed for use in connection with the Services or Software generally, exclusive of the Content.

5.3   The Services and Software contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Customer herein are reserved to NICE. Customer shall not remove any proprietary notice of NICE from any copy of the Software. Customer may make a reasonable number of copies of the Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by NICE. Customer may make one (1) back-up archival copy of the Software, provided Customer reproduces all confidentiality and proprietary notices on such copy.

5.4   Customer has sole ownership of the Content, including all intellectual property rights related thereto. NICE is not responsible for validating the Content for accuracy, correctness or usability. Customer grants to NICE a limited, non-exclusive, non-sublicensable, non-transferable license to use, copy, store and display the Content to provide the Services to Customer, and for the purpose of improving and enhancing the overall user experience of the Services. Customer acknowledges and consents that NICE may share the Content with its Affiliates. NICE will not sell, rent, or lease Content to others.

5.5 Customer shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Services or Software or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Services or Software including to: (i) build or create a competitive product or service, and (ii) build or create a product or services using similar ideas, features, functions or graphics of the Services or Software, nor shall Customer attempt to create the source code from the object code for the Software; (c) permit any third party to access the Services or Software except as expressly permitted herein or under an Order or SOW; or (d) create any unauthorized Internet "links" to the Cloud Services or "frame" or "mirror" any content of the Cloud Services.

5.6   Customer is solely responsible for monitoring its use of the Services or Software for possible unlawful or fraudulent usage, and shall notify NICE immediately if it becomes aware or has reason to believe that the Services or Software are being fraudulently used. Customer acknowledges and agrees that its failure to notify NICE may result in the suspension of Customer's right to use and access the Services or Software.

6.   **Confidential Information.**

6.1   The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and secure and shall use at least the same standard of care to protect the Disclosing Party's Confidential Information as the Receiving Party employs for the protection of its own proprietary information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party and shall not use or reproduce in any form the Disclosing Party's Confidential Information, except as required to exercise its rights and discharge its

responsibilities set forth in this Agreement. The Receiving Party shall promptly notify the Disclosing Party in writing of any actual or suspected loss or unauthorized use, disclosure, or access of the Disclosing Party's Confidential Information of which it becomes aware, and take all steps necessary to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

6.2   The term "Confidential Information" does not include any information as to which the Receiving Party is able to demonstrate: (a) is, or after the date of disclosure under this Agreement becomes, generally available to the public other than as a result of any actions or omissions of the Receiving Party; (b) was already known by the Receiving Party prior to the time of disclosure under this Agreement; (c) was disclosed to the Receiving Party on a non-confidential basis by a third party that did not owe an obligation of confidentiality to the Disclosing Party; or (d) is developed by the Receiving Party, independently without use of or reference to the Disclosing Party's Confidential Information.

6.3   The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to: (a) its and its Affiliates' officers, directors, employees, consultants, and subcontractors who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in this Agreement; and (b) external auditors and legal advisors (collectively, "**Representatives**"). The Receiving Party's disclosure of the Disclosing Party's Confidential Information to its Representatives shall not require the prior written consent of the Disclosing Party, however, prior to any such disclosures, the Receiving Party will inform the Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. The Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 6 and to prevent any unauthorized disclosure of the Disclosing Party's Confidential Information by any of them. The Receiving Party shall be responsible for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information.

6.4   Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to an order made pursuant to applicable law, regulation or legal process, provided that: (a) to the extent permitted under applicable law, the Receiving Party gives the Disclosing Party prompt written notice of such order so that the Disclosing Party has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such order; (b) the Receiving Party provides the Disclosing Party with all reasonable assistance, at the Disclosing Party's expense, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and (c) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.

6.5   Each Party acknowledges that the unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party will irreparably damage the Disclosing Party in such a way that adequate compensation could not be obtained from monetary damages alone in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Disclosing Party the right to seek injunctive relief restraining such unauthorized disclosure or use, without the necessity of proving actual damages, in addition to any other remedy otherwise available to the Disclosing Party.

6.6   Upon the written request of the Disclosing Party, the Receiving Party shall: (a) promptly return to the Disclosing Party such of its Confidential Information (and all copies thereof) as the Disclosing Party may request, or upon written request from the Disclosing Party, destroy such Confidential Information and provide the Disclosing Party with written certification of such destruction; and (b) cease all further use of such Confidential Information.

7.   **Indemnification.**

7.1   **NICE Indemnification of Customer.**   NICE shall indemnify, defend, and hold harmless Customer from and against any Losses resulting from or arising out of a Claim against Customer to the extent that such Claim alleges the infringement of such third party's U.S. patent or copyright by the Services or Software. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customeror Distributor and implemented by NICE at Customer's or Distributor's request; (b) the Services or Software being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by NICE in writing; (c) the modification of Services or Software by any person or entity other than NICE; or (d) use of Services or Software other than in accordance with its Documentation.

7.2   If a Claim for which Customer is entitled to be indemnified under Section 7.1 above has occurred, or in NICE's opinion is likely to occur, NICE shall, at NICE's expense, do one of the following: (a) procure for Customer the right to continue using the affected Services or Software; (b) replace with non-infringing alternates or modify the relevant Services or Software so that it becomes non-infringing but its functionality after modification is substantially equivalent; (c) accept the return of the affected Software, and refund to Customer the fees for the affected Software amortized by an equal annual amount over a three (3) year period beginning from the date of shipment of the affected Software; or (d) cease providing the Services and refund any prepaid fees applicable to the period after the Services has ceased. The collective obligations of NICE pursuant to Section 7.1 and this Section 7.2 state the sole and exclusive liability of NICE, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

7.3   **Reserved.**

7.4   **Indemnification Procedure.** Promptly after a Party obtains knowledge of the existence or commencement of a Claim for which it is entitled to be indemnified under Section 7.1 above (the "**Indemnified Party**"), the Indemnified Party will notify the other Party (the "**Indemnifying Party**") of such Claim in writing, provided, however, that any failure to give such notice will not waive any rights of the Indemnified Party except to the extent that the rights of the Indemnifying Party are actually prejudiced or liability increased thereby. The Indemnifying Party will have exclusive control of the defense and settlement of such Claim; provided, however, that the Indemnified Party may join in the defense and settlement of such Claim and employ counsel at its own expense and will reasonably cooperate with the Indemnifying Party in the defense and settlement of such Claim. The Indemnifying Party may settle any Claim without the Indemnified Party's written consent unless such settlement: (a) does not include a release of all covered claims pending against the Indemnified Party; (b) contains an admission of liability or wrongdoing by the Indemnified Party; or (c) imposes any obligations upon the Indemnified Party other than an obligation to cease using any infringing items.

8.   **Limitation of Liability.**

8.1   SUBJECT TO SECTION 8.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE UNDER THE ORDER, PURCHASE ORDER, OR STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

8.2   The limitations in Section 8.1 above shall not apply to: (a) damages occasioned by the breach by either Party, including by their Representatives, of its obligations of confidentiality under Section 6 above; (b) either Party's indemnification obligations under Section 7 above; or (c) matters that cannot be excluded or limited by applicable law.

9.   **Term and Termination.**

9.1   This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 9 (the "**Term**"). The termination of this Agreement will not operate to terminate any existing Orders or SOWs, and the terms of this Agreement shall continue to govern such Orders and SOWs until completion or the earlier termination of such Orders and SOWs in accordance with this Agreement.

9.2   Reserved.

9.3   Reserved.

9.4   Any provision of this Agreement that contemplates performance or observance subsequent to the termination of this Agreement and any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement, an Order or a SOW shall survive its termination.

10.   **Notices.** With respect to notices permitted or required under this Agreement related to the following matters, such notices must be in writing and delivered by personal delivery, by registered or certified mail (return receipt requested), or by internationally recognized overnight delivery service: (a) notices of breach; (b) notices of termination; and (c) notices regarding actual or potential legal action, including claims subject to indemnification hereunder. Notices will be deemed given: (i) on the date of delivery when delivered personally, (ii) one (1) business day after deposit for next day delivery with an internationally recognized overnight delivery service, and (iii) on the date of delivery when mailed by registered or certified mail (return receipt requested). Notices other than those described in Sections 10(a) through 10(c) may also be delivered by email and will be deemed given upon personal reply acknowledging receipt. Notices will be sent by NICE to Customer at the address provided to NICE by Distributor in connection with an Order, or to such other address as Customer may specify to NICE in writing in accordance with this section. Notices will be sent to NICE at 221 River Street, 10th Floor, Hoboken, NJ 07030, Attention: Legal Department.

11.   **General Provisions.**

11.1   Neither Party shall have the right to assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, NICE may assign its rights and obligations under this Agreement to an Affiliate, or to any successor by way of merger, acquisition, or sale of all or substantially all of NICE's assets.

11.2   NICE has existing arrangements with certain technology service providers ("**Augmented Resource(s)**"). Augmented Resources provide NICE with the ability to supplement its employee workforce providing Services to NICE's customers. Notwithstanding anything to the contrary contained in Section 11.1 above or in an Order, Customer acknowledges and agrees that NICE may use a combination of its employees and Augmented Resources to assist NICE with the delivery of certain Services under this Agreement. NICE will remain responsible to Customer for the performance and conduct of such Augmented Resources.

11.3   It is expressly agreed that the Parties are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other Party except to the extent and for the purposes expressly provided for and set forth herein.

11.4   Each Party agrees that it will not, directly or indirectly, for a period commencing on the Effective Date and ending one (1) year following the expiration of the Term, without the prior written consent of the other Party, solicit or employ any person who, at any time during the Term, were employees of the other Party or its Affiliates who performed duties related to the Services performed hereunder, nor will such Party solicit or encourage any such person to terminate their employment relationship with the other Party or its Affiliate.

11.5   Neither Party shall be deemed to be in default of any provision of this Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, infectious disease, or act of government (each a "**Force Majeure Event**"). Such Force Majeure Event, to the extent it prevents a Party's performance or any other undertaking under this Agreement, will extend the time for performance for as many days beyond the applicable performance date as is required to correct the effects of such Force Majeure Event.

11.6   NICE shall have the right to use or incorporate into the Services and Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer, directly or indirectly.

11.7   Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

11.8	All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

11.9	Each Party shall perform its obligations in a manner that complies with all applicable laws and regulations, compliance with which is required of such Party or for which such Party is responsible hereunder.

11.10	The Software may be subject to export laws and regulations of the U.S. and other jurisdictions, and Customer shall comply with all applicable export and import control laws and regulations. Customer shall not permit access to, or use of, the Software by a person or in a country embargoed by, or in violation of, any applicable export laws or regulation.

11.11	No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

11.12	This Agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

11.13	Reserved.

11.14	Following the Effective Date, NICE shall have the right if pre-approved by the Government Contracting Officer, to issue a press release regarding its relationship with Customer (the "**Press Release**"). If approved by Customer, Customer may contribute a quote from a Customer employee involved with the relationship with NICE to be used in the Press Release. NICE shall provide a draft of the Press Release to Customer for its review and, within five (5) business days following its receipt of the draft, Customer shall provide NICE with any proposed changes to the Press Release. Notwithstanding anything to the contrary contained herein, NICE agrees that it will not make, issue, or release any public statement (including the Press Release), announcement, or acknowledgement of the existence of, or reveal the status of, the Agreement or the terms or transactions provided for herein, without first obtaining the written consent of Customer while complying with GSAR 552.203-71.

11.15	All Customers agree that: (a) this Agreement, including any transactional documents related to this Agreement, and any amendments thereto, may be signed using electronic signatures facilitated by a U.S. E-SIGN Act-compliant (i.e., the Electronic Signatures in Global and National Commerce Act - ESIGN, Pub.L. 106-229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96) electronic signature provider ("**e-signatures**"); (b) e-signatures shall have the same effect as original signatures; and (c) the Parties are subject to the provisions of the U.S. E-SIGN Act.

11.16	This Agreement and the GSA Multiple Award Schedule ("MAS") represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede any other agreement or understanding, written or oral, that the Parties may have had with respect thereto. No statement or inducement with respect to the subject matter by either Party or by any agent or representative of either Party, which is not contained in this Agreement or the MAS, shall be valid or binding between the Parties. No provision of this Agreement may be modified or amended except by a written instrument duly executed by each of the Parties. Any such modifications or amendments shall not require additional consideration to be effective.

Exhibit A
Cloud Services Additional Terms

1.   **Definitions.** For purposes of providing Cloud Services, the terms listed below shall have the following meanings:

"**Availability**" means the monthly availability of a Cloud Service in Production multiplied by the applicable service levels less any Excusable Downtime.

"**Case**" means a request for support assistance submitted by the Customer via the designated support channels outlined in Table A-1 of this Exhibit. Case severity levels are classified based upon the definitions outlined in Table A-2 of this Exhibit.

"**Commencement Date**" means the first day of the calendar month following the Initiation Date.

"**Excusable Downtime**" means and includes: (a) maintenance Services performed during the Maintenance Windows, as defined in Exhibit A; (b) maintenance Services performed on an emergency basis to avoid harm to NICE, Customer, or the Cloud Services; (c) any time spent by NICE in its performance of any additional Services requested or agreed to by Customer; (d) Customer-caused outages or disruptions; (e) outages or disruptions caused by: (i) software, infrastructure, databases, operator error or hardware not provided or controlled by NICE, (ii) disruptions attributable to Force Majeure Events, or (iii) configuration changes not made by NICE; or (f) Network Connectivity issues.

"**Initiation Date**" means the date corresponding to the earlier of: (a) the date of NICE's notice to Customer that the Cloud Services are accessible to the Customer; (b) the date of Customer's use of the Cloud Services in Production; or (c) three (3) months following the applicable Order effective date. In the case of the NICE CXone and NICE CXone Integrated Solution families, Initiation Date may also be referred to as, "Go-Live Date".

"**Minimum Commitment**" means the minimum number of licenses, or Network Connectivity usage, on a monthly or annual basis, as specified in the applicable Order.

"**Network Connectivity**" means those services that: (a) enable or facilitate phone calls or other means of communication or data transmission; (b) provide a connection to the internet; or (c) constitute colocation services. Network Connectivity may also include fixed, defined, or dedicated communications routes for voice or data transmission between the hosting environment and Customer's data center, office, individual stations, phones, or other devices.

"**Production**" means an operational environment deployed for commercial use (excluding, but not limited to, any test, development, staging, or lab environment).

2.   **Subscription Term.**

2.1   Subscription Term. The Initial Subscription Term shall be for the period of time set for in the applicable Order. The Initial Subscription Term shall renew for additional periods of time equal in length to the then-currently expiring term (each a "**Renewal Term(s)**" and, together with the Initial Subscription Term, the "**Subscription Term**"). The Cloud Services may be suspended by NICE immediately, if Customer uses the Cloud Services in a manner that NICE reasonably believes to be unlawful, may harm NICE or a third party, or materially hinders performance of the Cloud Services.

2.2   The Cloud Services are non-cancelable by Customer. If Customer elects to cease using the Cloud Services during the Subscription Term, Customer shall: (a) continue to be liable for all amounts payable under the applicable Order for the remainder of the Subscription Term, including all amounts that are subject to a Minimum Commitment; and (b) not be entitled to any refunds.

3.   Releases. New releases of the Cloud Services will be provided to Customer if and when they are generally commercially available. The fees for Professional Services required to implement or deploy a new release of the Cloud Services are included in the fees for the Cloud Services, except with respect to NICE Performance Management, NICE Sales Performance Management, NICE Robotic Automation, and NICE Advanced Process Automation. Professional Services for any customer-specific configurations will be at an additional cost.

4.   NICE shall maintain one (1) Production environment of the Cloud Services to meet the service levels. NICE shall provide the necessary technical infrastructure and maintenance Services to deliver the Cloud Services.

5.   **Customer Duties.**   Customer will appoint two (2) resources who have completed the NICE training in the operation and use of the Cloud Services ("**Designated Contact(s)**"), and shall act as NICE's primary point of contact regarding requests for technical assistance. The Designated Contact shall initiate a Case via the designated support channels provided in Table A-1 below. Prior to initiating a Case, the Designated Contact shall use reasonable efforts to attempt to diagnose and resolve the particular issue including using available self-help tools. The Designated Contacts are required to establish and maintain Customer's processes to provide first tier support for the Cloud Services, which includes: (a) a direct response to user inquiries concerning the performance, functionality, or operation of the Cloud Services; and (b) an attempt to diagnose and resolve problems or issues with the Cloud Services.

Table A-1	
Support Contacts	
For NICE WCX Solution Family	
http://wiser.nice.com	Recommended First Step
United States and Asia Pacific Region	+1 800-642-3611
Germany	+49 699 717 7114
United Kingdom	+44 0 148 977 1633
France	+33 141 38 5686
The Netherlands	+31 72 566 2222
All other locations	+972 9 775 3800
For NICE CXone and NICE CXone Integrated Solution Families	
community.niceincontact.com	Recommended First Step
community.niceincontact.com	Self-Help Tool
For all locations	+1 800 826 8028

6.   **Case Support**.

6.1   Cases are classified based upon the definitions outlined in Table A-2 below:

Table A-2 Case Severity Levels		
Severity Level	**Definition**	**Examples**
1. Critical (System Unavailable) ("**S1**")	I. Cloud Service completely unavailable. II. Cloud Service is down or a major malfunction is present resulting in a Cloud Service being inoperable. III. No workaround. IV. Applies to Cloud Services in Production only.	I. Majority of Users* are: (a) unable to login; (b) experiencing severe login latency; or (c) unable to reasonably perform their normal functions II. Data integrity issues
2. High (System Impaired) ("**S2**")	I. Critical loss of application functionality or performance resulting in high number of users unable to perform normal user functions. II. Major functionality is significantly impacted. III. No workaround. IV. Applies to Cloud Services in Production only.	I. Service interruptions to some but not all functionality II. Some Users* not able to login or experiencing latency III. Alerts not generating
3. Medium (Minor Impact) ("**S3**")	I. Minor feature/product failure or performance degradation II. Moderate loss of functionality or performance II. Impact is to a non-Production environment. III. A workaround exists.	I. Multiple users* experiencing moderate loss to their normal user functions II. Reports not being generated III. Alternative method is in place until permanent solution can be applied
4. Low (Informational) ("**S4**")	I. Non-critical or minor loss of features or functionality II. Inquiries	I. Non-essential buttons missing II. User interface or experience is difficult III. "How-to" questions; IV. Product feature requests V. Documentation requests

*For Cloud Services within the NICE CXone and NICE CXone Integrated Solution Families, please see Section 6.2 for details as to how this is calculated.

6.2	Technical Support Case Priority Matrix (applies to Cloud Services in the NICE CXone and NICE CXone Integrated Solution Families only):

Table A-3 IMPACT				
Severity Level	**>50%** active users/contacts**	**>25%** active users/contacts**	**<25%** active users/contacts**	**Individual**
S1	S1	S1	S1	S3
S2	S1	S2	S3	S4
S3	S2	S3	S3	S4
S4	S3	S4	S4	S4

**The number of active users/contacts is based on the active agent population (that should be operational at the time of a Case), not the total configured user base. NICE will elevate Cases based on the severity of the impact.

6.3	NICE's response to a Case will be handled, as follows:

Table A-4	
Case Severity	**Target Initial Response Times^**
S1	60 minutes
S2	4 hours during Customer's business day
S3	Next business day
S4	Next business day

^S1 times are based on 24x7x365, all other Case Severity levels are based on standard business hours, each as measured from the date of Customer's initial notification to NICE, as provided for in Section 5 of this Exhibit.

7.	**Maintenance Windows**. NICE shall use commercially reasonable efforts to perform maintenance Services on the Cloud Services during the time frames provided in the table below ("**Maintenance Window(s)**").

Table A-5	
NICE Maintenance Window (excluding Nexidia)	**Nexidia Maintenance Windows**
Sunday 2:00 AM to Sunday 10:00 AM GMT	Tuesday and Thursday 10:00 PM to 2:00 AM GMT
	8:00 PM Friday to Sunday 10:59 PM GMT

8.	**Availability**. NICE will maintain Availability of the applicable Cloud Services as follows:

Table No. A-6 – Service Levels			
Solution family	**Cloud Service**	**Service Levels for Availability***	**Service Level Tier**
NICE CXone	NICE CXone ACD/IVR	99.99%	1
NICE CXone	NICE CXone Performance Management	99.99%	1
NICE CXone	NICE CXone Personal Connection	99.99%	1
NICE CXone	NICE CXone Workforce Management	99.99%	1

NICE CXone	NICE CXone Customer Authentication	99.99%	1
NICE CXone	NICE CXone Quality Management	99.99%	1
NICE CXone	NICE CXone Quality Management Analytics	99.99%	1
NICE CXone	NICE CXone Recording	99.99%	1
NICE CXone	NICE CXone Interaction Analytics (Omni channel)	99.99%	1
NICE CXone Integrated	NICE CXone Employee Engagement Manager Integrated	99.9%	2
NICE CXone Integrated	NICE CXone Attended Automation Integrated	99.9%	2
NICE CXone Integrated	NICE CXone Robotic Automation Integrated	99.9%	2
NICE CXone Integrated	NICE CXone IEX Work Force Management Integrated	99.9%	2
NICE CXone Integrated	NICE CXone Quality Management Integrated	99.9%	2
NICE CXone Integrated	NICE CXone Engage Integrated	99.9%	2
NICE CXone Integrated	NICE CXone Customer Journey Solutions Integrated	98.0%	3
NICE CXone Integrated	NICE CXone Nexidia Interaction Analytics Integrated	98.0%	3
NICE CXone Integrated	NICE CXone Quality Central Insight Integrated	98.0%	3
NICE CXone Integrated	NICE CXone Quality Central Integrated	98.0%	3
NICE CXone Integrated	NICE CXone Predictive Behavioral Routing Integrated	98.0%	3
NICE WCX	NICE Recording	99.9%	2
NICE WCX	NICE Real Time Authentication	99.9%	2
NICE WCX	NICE Performance Management	99.9%	2
NICE WCX	NICE Desktop Analytics	99.9%	2
NICE WCX	NICE Advanced Process Automation	99.9%	2
NICE WCX	NICE Sales Performance Management	99.9%	2
NICE WCX	NICE Robotic Automation	99.9%	2
NICE WCX	NICE Employee Engagement Manager	99.9%	2
NICE WCX	NICE Enhanced Strategic Planner	99.9%	2
NICE WCX	NICE Workforce Management	99.9%	2
NICE WCX	NICE Satmetrix	99.9%	2
NICE WCX	NICE Customer Journey Solutions	98.0%	3
NICE WCX	NICE Nexidia Analytics	98.0%	3
NICE WCX	NICE Quality Central	98.0%	3

*24X7/365 days

9. Use of certain NICE CXone Cloud Services may be subject to additional product-specific terms ("Product-Specific Terms").