

**THIRD AMENDMENT TO THE
PUBLIC SECTOR AGREEMENT BETWEEN VERINT
AMERICAS INC. AND THE CITY OF SAN ANTONIO**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This AMENDMENT TO THE PUBLIC SECTOR AGREEMENT BETWEEN VERINT AMERICAS, INC. AND THE CITY OF SAN ANTONIO ("Amendment ") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") and Verint Americas Inc., ("Verint"), both of which may be referred to herein collectively as the "Parties."

On April 1, 2010, the San Antonio City Council passed and approved Ordinance No. 2010-04-01-0273 ("Ordinance"), authorizing " AUTHORIZING A CONTRACT WITH LAGAN TECHNOLOGIES, INC., TO PROVIDE THE OFFICE OF CUSTOMER SERVICE/311 DEPARTMENT WITH CUSTOMER RELATIONSHIP MANAGEMENT (CRM) THAT WILL INCLUDE SOFTWARE MAINTENANCE AND SUPPORT, FOR AN INITIAL ESTIMATED COST OF \$893,053.00 AND UP TO \$200,000.00 ANNUALLY THEREAFTER FUNDED WITH THE FY 2010 CAPITAL IMPROVEMENT PROGRAM BUDGET," allowing the City to contract with Verint (as successor in interest to Lagan Technologies, Inc.) to provide for a Customer Relationship Management System, to include installation, implementation, configuration, software maintenance and support.

Subsequent to the passing of the Ordinance and previous amendments, it has become necessary to amend the contract authorized by the ordinance to upgrade the existing software and add new software. The Agreement is amended with the terms and conditions below, which shall govern any new Software, new Services, and Support, as of this Amendment Effective Date.

The following are hereby incorporated and made a part of this Third Amendment:

- Exhibit 1: Order 426081-5
- Exhibit 2: Statement of Work attached to Order 426081-5
- Exhibit 3: SaaS Agreement
- Exhibit 4: Global Maintenance and Support Plan

In case of conflict, the terms and conditions of this Third Amendment shall take precedence over the Exhibits. In case of conflict between this Third Amendment and the Agreement, this Third Amendment including its Exhibits shall control over the Agreement.

1. Section 2 is hereby amended as follows:

All references to Schedule 2 used in the terms are hereby replaced with 'Order'.

The following terms are hereby deleted:

Acceptance Date, Authorized User Parameters, Deliverables, Initial Term, License Fee, Services, Lagan Support Services, Software, Solution, Upgrade, and Warranty Period

The following terms are hereby amended or added and shall have the following meanings:

Fees. License Fees, Service Fees, Support Fees and/or other fees as specified in this Agreement.

License Fee. In US Dollars, the fees identified at the time of and on each Order for licensing Product as specified on that Order.

Licensee Environment. The computing environment (excluding any software expressly provided by Verint on an Order) separately procured, prepared and maintained by Licensee for the use and operation of the Product, which meets Verint's then-current minimum Product requirements.

Order. The details of an order by Licensee for Product, Support and/or Services provided by or through Verint (i) on an order form or schedule provided by Verint and signed by Licensee, or (ii) on Licensee's purchase order provided to and accepted by Verint.

Product. Collectively, the Software and Documentation licensed to Licensee as identified in an Order or Orders hereunder, and all permissible copies of the foregoing.

Services. Product installation, training, consulting and/or, except with respect to Support, other services provided to Licensee hereunder.

Service Fee. In US Dollars, the fees identified at the time of and on each Order on a fixed fee or time and material basis for Services to be performed.

Software. Computer application programs (including, if applicable, any Updates and other developments provided to Licensee hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed hereunder.

Support. The maintenance and/or support provided for a Product(s) at a Site shall be at the support level specified on an Order ("Maintenance and Support Plan"), as further described in the document attached hereto as Exhibit 4.

Support Term. The initial one (1) year period commencing on the execution of each Order for Product, and each one (1) year renewal period thereafter for which Licensee subscribes to Support.

Updates. Periodic improvements or additions to the Software, including Error Corrections, Versions and other changes to the Software, that may be provided hereunder to the extent specified in Licensee's Maintenance and Support Plan, excluding any new Software feature or substantial additional functionality that is subject to additional fees.

Warranty Period means (i) for Services, thirty (30) days after performance of the Services, and (ii) for Software, ninety (90) days after the initial delivery of the Software.

2. **Section 3.1.1** is hereby deleted in its entirety and replaced with the following:
"3.1.1 license the Software to the Licensee pursuant to the terms and conditions set out in this Agreement and any additional licensing terms set out in an Order; and"
3. **Section 4** is hereby deleted in its entirety.
4. **Section 5** is hereby amended by changing all references from "Lagan Support Services" to "Support Services".
5. **Section 6** is hereby amended by changing all references from "Upgrades" to "Updates".
6. **Section 7** is hereby amended by changing the heading from "Project Manager" to "Project Manager and Services" and by adding the following new sections:

"7.4 Any Services provided hereunder are subject to Licensee's performance of its obligations herein, and in accordance with a mutually agreeable implementation plan. Licensee shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Verint to perform its duties in a timely manner, including, without limitation, establishing the Licensee Environment as specified in Section 7.6. All Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Licensee shall reimburse Verint for employee meals and incidental expenses while on travel status for City projects which shall be in accordance with the federal per diem rates published by the General Services Administration (GSA). Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

7.5 **Scheduling Services.** Licensee shall request scheduling for services ordered hereunder with reasonable notice on a mutually agreed upon start date. Verint shall use reasonable efforts to meet the requested time schedule; provided, all scheduling is dependent upon the allocation and availability of resources.

7.6 Licensee Environment. Prior to the installation of a Product, Licensee shall ensure the establishment of a Licensee Environment at each Site for use and operation of the Product. Licensee acknowledges that, except as otherwise expressly specified on an Order, Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Licensee Environment. Licensee is responsible for backing up Licensee's systems and data prior to providing Verint with access to the Licensee Environment."

7. Section 8 is hereby amended as follows:

Section 8.1 is deleted in its entirety and replaced with the following:

"8.1 Fees and Expenses. Verint shall invoice Licensee one hundred percent (100%) of the License Fees, Support Fees for the initial Support Term, and any fixed fee Service Fees applicable to such Order (i) upon delivery for License Fees, and Support Fees for the initial Support Term, and an amount attributable to the portion of the fixed fee amount for each milestone upon completion of the confirmation of Services process set forth in the applicable statement of work milestone by milestone for fixed fee Service Fees, or (ii) if no delivery is necessary, upon Verint's receipt and acceptance of the Order. Verint may invoice Licensee for each renewal Support Term prior to such renewal, and all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. Licensee shall pay all Fees and other amounts due to Verint hereunder within thirty (30) days after the date of Verint's invoice and without deductions, except with respect to any amount disputed in good faith where prior notice is provided to Verint detailing the amount and reason for the dispute.

Section 8.3 is deleted in its entirety and replaced with the following:

"8.3 Taxes. Licensee represents that it is exempt from payment of federal excise taxes. Licensee will provide the City's exemption certificate and federal tax identification number to Verint if requested."

Section 8.4 is deleted in its entirety and replaced with the following:

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

The following new sections are added to Section 8:

"8.10 Order Submittal. Licensee may submit Orders to Verint, which may be sent via mail, telefax, email attachment, electronic procurement systems, and other means as the parties may decide from time to time. Each Order will reference the name and

Effective Date of this Agreement, and contain information required by Verint, including, without limitation: (i) the Verint quote number, (ii) the Software to be licensed and quantity and types of licenses, (iii) the Services to be provided, (iv) the support level for the initial Support Term, (v) each Site address, (vi) the billing address, (vii) Licensee contact names and phone numbers for each Site, (viii) the License Fees, initial Support Term Support Fees, Services Fees, and meal/incidental expenses (incurred at GSA rates) (ix) requested delivery date, and (x) ExWorks delivery terms.

8.11 Services Order Acceptance. All Orders are subject to Verint's acceptance, and to the terms and conditions of this Agreement. For each Order in accordance with this Section, Verint shall acknowledge acceptance of the Order, and (if applicable) grant a license as designated in such Order, by issuing an invoice in accordance with Section 5. For each initial Order of Product, Verint shall deliver by making available for download a copy of the Product. Licensee shall, if applicable, be responsible for obtaining all licenses, permissions, or other governmental approvals necessary for the operation of the Product at each Site. Verint shall have no obligation to deliver any Product, additional licenses, Services or technical data, and shall otherwise have the right to withhold performance under this Agreement (i) to the extent it has actual knowledge any licenses, permissions, or other governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), (ii) if Licensee is in breach of this Agreement other than for failure to pay; or (iii) if Licensee is in arrears on any payments rightfully due to Verint (excluding any amounts that are disputed in good faith), however, Verint may only withhold performance of the applicable Service or Support or cease delivery of any Software to which the non-payment is tied."

8. Section 9.3 is hereby deleted in its entirety and replaced with the following:

"9.3 If Verint believes that the Software may have violated the Intellectual Property Rights of any third party, Verint may choose to either modify the Software so that it ceases to be infringing, replace the Software with non-infringing Software or obtain a license to allow for the continued use of the Software, or if these alternatives are not commercially reasonable, Verint may terminate the license for the applicable Software and grant Licensee an amortized credit for the License Fee the Licensee has paid hereunder for the infringing Software based on a five (5) year straight-line depreciation. Verint shall not indemnify the Licensee if the Licensee uses a superseded or altered release of the Software and the Infringement Claim could have been avoided by using the current unaltered release of the Software. This Section 9 provides the Licensee with its exclusive remedy for any infringement claims or damages."

9. Section 11.1.2 is hereby deleted in its entirety and replaced with the following:

"11.1.2 During the Warranty Period, the Services shall be performed with reasonable skill, care and diligence by appropriately experienced, qualified and trained personnel."

10. Section 13.1 is hereby deleted in its entirety and replaced with the following:

“13.1 This Agreement shall come into effect on the date of this Agreement and shall continue in force indefinitely unless earlier terminated as provided in Section 9.3 and Section 13.

11. The following new section is added to section 13.

“13.5 Non-Appropriation. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods.”

11. The following new section 15.2 is added to Section 15.

“Notwithstanding any other provision of this agreement, the parties understand that the City is Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the City receives a request for information which Verint has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the City will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the City will notify Verint of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Verint shall be solely responsible for submitting the brief and the documents in a governmental entity required to comply with the Texas Public Information Act (issue to the attorney general).

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the City shall be permitted to disclose the information unless Verint successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require the City to institute or participate in any litigation relating to an open records request for information that Verint considers to be confidential.”

12. Section 15.5 is hereby deleted in its entirety and replaced with the following:


“15.5 Force Majeure. Except for obligations of confidentiality and payment, 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, or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is removed, provided that the delayed party shall promptly notify the other party of such occurrence. If the event of force majeure 1) continues for a period exceeding 3 months; or 2) there is reasonable probability that it will continue for a period exceeding 3 months, then either party may terminate on 10 days written notice to other party.”

13. Section 15.9 is hereby deleted in its entirety and replaced with the following:
 “15.9 Survival. The terms of Sections 2, 3, 8, 9, 11, 12, 14, and 15 shall survive expiry, variation or termination of this Agreement. Such other terms in this Agreement which, from their nature or context, it is contemplated that they are to survive expiry, variation or termination, shall remain in full force and effect notwithstanding expiry, variation or termination of this Agreement. Notwithstanding the above, City shall not be required to pay unappropriated obligations.”
14. Schedule 1 is hereby deleted in its entirety.
15. **Compliance with Agreement for Amendment.** The parties further agree that this Amendment complies with the requirements for contract amendment as contained within the Agreement and that the Agreement is now amended to include the terms of this Amendment.
16. **No Further Changes.** In all other respects, the terms and conditions of the Agreement remain unchanged and are hereby ratified by the parties and remain in full force and effect.


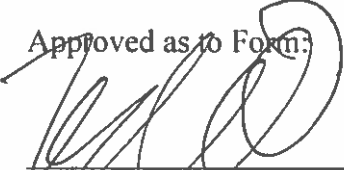
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Amendment Effective Date.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO



 Erik Walsh
 Deputy City Manager
 Date: 11/29/17


 Approved as to Form:


 Assistant City Attorney

VERINT AMERICAS INC.

Print Name: _____
 Title: _____
 Date: _____

**Bridget Gray,
 Contracts
 Manager**

Digitally signed
 by Lynn
 Machleit, VP
 Finance
 Date: 2017.09.29
 10:23:28 -04'00'

Digitally signed by Bridget Gray,
 Contracts Manager
 DN: cn=Bridget Gray, Contracts
 Manager, o=Verint Americas Inc., ou,
 email=bridget.gray@verint.com, c=US
 Date: 2017 09 29 10:10:31 -04'00'



EXHIBIT 1

Currency: USD

ORDER: 426081 - 5

Attached to and made a part of the Public Sector Supply Agreement between the City of San Antonio and Verint Americas Inc., as amended, dated March 31, 2010 ("License Agreement").

1. PRODUCT AND ANNUAL SUPPORT FEES FOR THE FOLLOWING SYSTEM:

Item #	Description - For San Antonio, TX	Units	UOM	Sell Price
93-531-1018	Verint Government Online Forms	1.00	Server	23,288.00
93-531-1084	Verint Government Engagement Management - CCVA softphone for CTI	60.00	Named Employee	16,800.00
89-555-0102	Premium Maintenance Plan 1st Year	12.00	Month	8,250.00
TOTAL PRODUCT AND SUPPORT FEE:				48,338.00

Solely with respect to this Order, Verint may increase pricing for the annual Support Fee after the expiration of the first year term and the last of any renewal years. Said pricing shall not increase by more than the lesser of: (1) the percentage increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the Bureau of Labor Statistics, Department of Labor and Statistics, or a reasonable successor index, for the 90 day period preceding the expiration date; and (2) 3% of the 12-month value of the Support Fee paid for the immediately previous Support Term for like Software and quantities.

2. SAAS ACCESS RIGHTS AND INITIAL SAAS ACCESS FEES:

Item #	Description - For San Antonio, TX	Units	UOM	Sell Price
93-531-0813	Squiz Funnelback Documents Indexed - up to 100,000 - SaaS	1.00	Document	87,750.00
89-180-5063	Squiz Cloud including Squiz Matrix and Edit+ - SaaS	1.00	Bundle	168,750.00
TOTAL INITIAL SAAS ACCESS FEE - 36-MONTH:				256,500.01
ANNUAL SAAS ACCESS FEE - 12-MONTH:				85,500.00

The Access Term for the above SaaS Services is for thirty six (36) months commencing on the effective date of this order, subject to Section 13.5 of the Agreement.

The contact information for Verint technical support personnel, support hours applicable to the SaaS Services, and Error type classifications and response times can be found at <http://www.verint.com/corporate/misc/verint-americas-cloud-support.pdf>.

The Squiz Cloud including Squiz Matrix and Edit+ - SaaS bundler is comprised of ten (10) VCPU, twenty (20) GB RAM, five hundred (500) GB hard disk space, five hundred (500) GB throughput traffic per month, fifteen (15) hours of professional services per annum to install security patches and one (1) Named Employee for the Squiz Map component.

The following definition(s) apply to this Order, and specify the type and manner in which each applicable product above is licensed for use hereunder in accordance with the terms and conditions of the Agreement:

"Document" means anything that is a unique entry in the search index, examples of which may include an HTML web page, PDF document, XLS document, an image (if the image is retrievable as its own search result and not just embedded within a page), a single row in a database or an XML record.

"Named Employee" means any person whose identification is recorded for use by the Software and/or Program for any purpose. A Named Employee license is personal to the individual to which the license is assigned and may not be used by any other individual. Personnel who have reached and/or passed their end date in the system are not considered Named Employees.

"Server" means a physical computer server upon which the Software and/or Product is licensed to be installed and used.

3. FIXED FEE SERVICES FEES:

A. Implementation

Item #	Fixed Fee Services Description - For San Antonio, TX	Units	UOM	Sell Price
89-555-0201	Fixed Fee Services To be delivered in accordance with the attached Statement of Work	1.00	Each	301,388.58
TOTAL FIXED FEE SERVICES FEE:				301,388.58

B. Training

Item #	Fixed Fee Services Description - For Training	Units	UOM	Sell Price
89-555-0201	Fixed Fee Services To be delivered in accordance with the attached Statement of Work	1.00	Each	7,623.20
TOTAL FIXED FEE SERVICES FEE:				7,623.20

TIMEFRAME FOR PERFORMANCE OF SERVICES: The Services set forth herein shall be performed within six (6) months after the date Verint executes this Service Order. Customer's failure to make use of such Services within this period will result in Customer forfeiting its right to the Services at the fees referenced herein. ALL AMOUNTS ARE VERINT CONFIDENTIAL INFORMATION, AND ARE VALID UNTIL JANUARY 28, 2018.

NOTE: Customer is responsible for and shall reimburse Verint for all reasonable out-of-pocket expenses incurred by Verint in the performance of the services relating to this Order.

4. TOTAL FEES FOR THIS ORDER:

\$613,849.78

5. PAYMENT TERMS:

A. SAAS ACCESS FEES: The total initial SaaS Access Fee will be invoiced annually as follows and paid by Customer net thirty (30) days from the date of each invoice therefor:

1. one third (1/3) invoiced upon the date Verint provides the City with the web address and passcode to permit access to the SaaS Services.
2. one third (1/3) invoiced on or before the date sixty (60) days prior to the first anniversary of the date the City received the web address and passcode to access the SaaS Services.
3. one third (1/3) invoiced on or before the date sixty (60) days prior to the second anniversary of the date the City received the web address and passcode to access the SaaS Services.

B. FIXED FEE SERVICES FEES:

1. **Implementation:** With respect to the Fixed Services fees for all Services set forth in Section 3A above (meaning, not inclusive of the training fixed fee), Verint shall invoice Customer based on the completion of the COS process identified in Attachment A to the Statement of Work for each of the applicable milestones indicated in the table below. Customer shall pay the Fixed Services Fees as indicated below, less the retainage fee identified in Section 5(B)(3) below. Customer shall pay Verint within thirty (30) days of the invoice.

MILESTONES	INVOICE AMOUNT
Project Initiation	\$14,333.50
Development Environment Install and Basic Setup	\$36,135.50
Deployment of CTI, Verint Online Forms and New Event Publisher Complete	\$53,045.50
Deploy Knowledge, Search and Portal	\$133,999.00
QA Environment Upgrade Complete	\$14,929.00
Verint Support of UAT Complete	\$9,631.00
Production Environment Upgrade	\$13,660.00
Go Live Complete	\$4,690.00
Post Project Activities	\$20,965.00

2. **Training:** Verint shall invoice Customer one hundred percent (100%) of the Fixed Fee Services for Training upon completion of the COS process set forth in the Statement of Work for relevant to each course in the amounts set forth below. Customer shall pay such amounts within thirty (30) days of invoice.

VERINT TRAINING COURSE	INVOICE AMOUNT
Verint Online Forms	\$ 1,905.80
Verint Online Forms Advanced	\$ 3,811.60
New Product Features v14R2 to v15.2	\$ 1,905.80

3. **Retainage Fee:** The Customer will withhold 10% of each milestone indicated in 5 (B) (1) above. Upon completion of the CoS process for the Post Project Activities milestone, Verint will invoice Customer for all retainage amounts and they shall be due within thirty (30) days of invoice..

6. **INVOICE FOR LICENSE FEE AND INITIAL 12-MONTH SUPPORT FEE:** Verint will invoice City for the total license fee and initial 12-month Support fee identified in Section 1 hereof on or soon after the effective date of this Order and payment is due within thirty (30) days from invoice.

7. ADMINISTRATIVE:

Address Type	Reference	Contact Name	Email	Phone	Address
Install/ Shipping/ Project	San Antonio, TX	David Keown	david.keown@sanantonio.gov	210-207-4213	515 S. Frio San Antonio, Texas 78207
Billing	San Antonio, TX	Stacey Jefferson	Stacey.jefferson@sanantonio.gov	210-207-4084	111 Soledad, Suite 900 San Antonio, Texas 78205

Business Contact	San Antonio, TX	Paula Stallcup	paula.stallcup@sanantonio.gov	8130 Inner Circle San Antonio, Texas 78235
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8. COMPLIANCE WITH LAWS:

By placing this Order with Verint, Customer represents and warrants to Verint that: (i) the products and services applicable to this Order are not intended for delivery or use in any countries embargoed or sanctioned under US export or other laws, (ii) the products and/or services will not be used in or to assist in the design, development, constructions, fabrication, testing, operation, stockpiling or use of nuclear weapons, materials or facilities, rocket systems or unmanned air vehicles, or chemical or biological weapons, and (iii) the products provided hereunder will not be used by any military or be put to any military end-use.

9. ACKNOWLEDGEMENT:

IF THE ABOVE SYSTEM(S) IS/ARE FOR AN AFFILIATE AS DEFINED IN THE AGREEMENT, THE SIGNATURE BELOW CONSTITUTES SUCH AFFILIATES REPRESENTATION AND WARRANTY TO VERINT THAT AFFILIATE HAS RECEIVED A COPY OF, HAS READ AND UNDERSTANDS THE AGREEMENT, AND AGREES TO ABIDE BY ALL TERMS AND CONDITIONS THEREOF AND THAT NO PURCHASE ORDER IS REQUIRED BY CUSTOMER FOR THE TRANSACTION IDENTIFIED IN THIS ORDER. THE PARTIES HERETO REPRESENT AND WARRANT TO EACH OTHER THAT THE RESPECTIVE PARTYS SIGNATORY BELOW HAS THE AUTHORITY TO BIND THE PARTY.

ACCEPTED:
VERINT AMERICAS INC.

Authorized Representative

Digitally signed
by Lynn
Machleit, VP
Finance
Date: 2017.09.29
09:56:58 -04'00'

ACCEPTED:
CITY OF SAN ANTONIO

(Handwritten initials)

(Handwritten signature)

Authorized Representative
(Handwritten signature)

Printed Name
Deputy City Manager

Title
11/29/17

Date

THE TERMS, CONDITIONS, AND FEES CONTAINED IN THIS ORDER ARE VALID PROVIDED IT IS EXECUTED OCTOBER 31, 2017.

Bridget Gray,
Contracts
Manager

Digitally signed by Bridget Gray,
Contracts Manager
DN: cn=Bridget Gray, Contracts
Manager, o=Verint Americas Inc., ou,
email=bridget.gray@verint.com, c=US
Date: 2017.09.28 17:28:13 -04'00'

EXHIBIT 2



Statement of Work To Order No.
426081-5

Customer Name:	City of San Antonio
Account Executive:	Mike Biros
VP of Services:	Stuart Connolly
Services Delivery Manager:	Jennifer Saunders

Introduction

This statement of work ("SOW") is an attachment to Order No. 426081-5 ("Order") and is entered into by and between Verint Americas Inc. ("Verint") and City of San Antonio ("Customer"). The following attachments are incorporated herein and made a part hereof by reference (the "Attachments"):

Attachment A: Fixed Fee Services

With respect to this SOW, and regardless how so defined in the Agreement, any reference to "Customer" herein shall be a reference to the entity (other than Verint) that executed the Agreement. With respect to any performance, acknowledgements or other documents that are required under this SOW from Customer for Verint to perform or as a result of Verint's performance, Customer's obligations must be satisfied by Customer, or, in the event Customer is a reseller, must be satisfied either by Customer or Customer's end customer.

<p>Summary of the Services:</p>	<p>The Verint DFEM 15.2 upgrade will take the following high-level approach:</p> <ul style="list-style-type: none">• New infrastructure will be deployed in three (3) environments: Development, QA and Production.• The existing Lagan v14R2 production database will be copied to the new DFEM v15.2 database server and will be upgraded by Verint to create the new DFEM v15.2 development database.• The DFEM v15.2 development application will be deployed and configured. Integrations will be redeployed on the new v15.2 development environment• New knowledge, My Account (Citizen) portal and Verint Online Forms components will be installed and configured on the new v15.2 environment. Knowledge content will be migrated from the existing production Knowledge environment.• Testing will be conducted by San Antonio on the new development environment. Training will be delivered for Verint Online Forms, Verint Online Forms Advances, and New Product Features v14R2 to v15.2. Skills transfer on the topics listed in Attachment A section Skills Transfer Topics to this SOW.• Upon completion of testing in the Development environment, Verint will deploy the new clustered QA environment. San Antonio will complete testing on this environment,• Upon completion of UAT in the QA environment, Verint will deploy the new Production environment and complete some regression testing to ensure it is ready to go live. This will be the "dry run" environment and timings will be gathered during this stage to allow planning for the final go-live cutover.• During the cut-over period to the new production environment, the existing v14R2 production database will be taken and upgraded to form the v15.2 production database that will be used for the go-live.
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1. Site Readiness

The purpose of this section is to clearly state that Customer is responsible for preparing their sites pursuant to specific technical requirements prior to commencement by Verint of performance of the services.

- A. Where applicable, Verint has provided Customer information identifying the hardware and non-Verint software necessary for that implementation. Customer is responsible for purchasing, installing and configuring all Customer furnished equipment including necessary server operating systems, network firewalls, cabling, and database management systems which meet Verint's minimum specifications as provided to Customer in writing under this SOW and the Order.
- B. Failure to Prepare – Impacts to Project Schedule. Customer's failure to timely prepare the Site(s) could cause delays in the project and slippage in the project schedule. For Fixed Fee agreements, Verint may, at its option, execute a Change Order for additional time needed to complete the services due to such delays, including travel expenses as applicable.

2. Service Hours

"Normal Business Hours" means 8:00 A.M. to 6:00 P.M., Customer's local time, Monday through Friday, excluding Verint holidays.

"Premium Services" means Services performed by Verint outside of Normal Business Hours, at Customer's request, and not caused by a delay or mistake solely caused by Verint.

This Statement of Work includes 0 days of Premium Services. In the event that additional Premium Services are required, Customer and Verint will execute a Change Order Approval Request adding additional Premium Services to this Statement of Work. All Premium Services are subject to a fifty percent (50%) premium.

3. Travel and Expenses

Service Fees are exclusive of travel and living expenses. Travel and living expenses will be incurred in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem. Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. Air transportation shall be booked at the lowest available coach fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

4. Scheduling

During Project Kickoff, Customer and Verint will review the Services to be performed and develop a written project schedule identifying agreed upon dates for performance of the Services. Verint personnel and other resources will be assigned to the project in accordance with the agreed upon project schedule at that time.

5. Customer Responsibilities

Verint's performance of services is strictly dependent on Customer's timely completion of all Customer obligations. In addition to Customer's obligations as set forth in the Attachment(s), Customer must also:

- A. Provide Verint personnel access to network, buildings, facilities and rooms specific to the Services.
- B. Arrange for workspace as needed by on-site Verint personnel.
- C. Provide required resources to participate in the assessment and strategy discussions.
- D. Provide all relevant documentation and information to Verint in a timely manner.
- E. Procure and install Customer environments and third party software according to the schedule.

6. Project Roles

The Verint Delivery Director and Customer's Project Lead, as defined below, will identify necessary team roles and assign team personnel during project initiation as appropriate to the services being delivered under this SOW.

- A. Verint Team
 - 1. *Delivery Director / Program Manager*: Responsible for overall Account and the Project. Helps with issues and escalations for the project.
 - 2. *Delivery Manager*: Overall responsibility for the successful delivery of the Project. Helps with issues and escalations for the project.

3. **Project Manager:** This individual is responsible for managing the implementation process to completion and is the primary contact for the Customer. The Verint Project Manager is the facilitator for all project activities and is responsible for managing project budget, scope, timeline, and scheduling of all Verint resources.
4. **Solution Architect:** Responsible for overall design and architecture for implementing the Verint solution in the Customers environment.
5. **Technical Consultant:** These individuals are responsible for handling environment setup and configurations .They will work with Customer resources to confirm that security and networks settings are in place to allow required system to communicate.

B. Customer Team

1. **Executive Sponsor:** This individual is responsible for the decision to purchase the Verint software and is expected to contribute information about the Customer's goals for the use of the software to the organization.
2. **Customer Project Lead:** This individual is responsible for the overall Project and is the Business owner; helps with issues and escalations for the Project.
3. **Customer Project Manager:** This individual is Customer's single point of contact for Verint and is responsible for onsite project coordination, Customer resource scheduling, and ensuring performance of Customer responsibilities. This individual must be authorized by senior management with the decision-making powers to ensure the success of the implementation or Services engagement.
4. **Business Resources:** These individuals may be called upon to answer questions about policies, people, queues, and other operational information needed for their specific sites.
5. **Technical Resources:** These individuals may be called upon to answer technical questions regarding Lagan and associated interfaces.
6. **Business Users:** These are the primary end users of the Verint software.
7. **Server Administrator:** This individual is responsible for the day-to-day physical care of the Verint software server(s), managing backup and disaster recovery strategies, configuring network addresses, ports, and firewalls.
8. **Database Administrator:** This individual assists with any updates or configurations pertaining to the database.

7. Project Milestones

The table below identifies the key Milestones for this project and the Owner responsible for the Milestone. Estimated timeline is provided below lists the milestones in the anticipated order of completion. Both parties will manage project activities for their responsibilities according to the mutually agreed upon project schedule. This Estimated Timeline assumes that the task "Conduct kick off meeting (Project Start)" is schedule for October 16, 2017 and dates will be modified if this task is rescheduled and mutually agreed upon by both parties.

Milestone	Owner	Estimated Timeline
Project Initiation (Milestone 1)	Verint	November 2017
Development Environment Install and Basic Setup (Milestone 2)	Verint	November 2017
Produce online forms	Customer	March 2018
Install new telephony adaptor	Verint	December 2017
Produce standardized flow model including case closure reasons	Customer	January 2018
Produce model to handle re-opening, re-classifying, re-assigning of cases	Customer	January 2018
Complete ECCO interface	Customer	March 2018
Complete SAP interface	Customer	March 2018
Complete Chameleon interface	Customer	March 2018
Produce specifications for new standardized workflow and significant business events including building new online forms	Customer	January 2018
Verint Online Forms (Milestone 3)	Verint	January 2018
Knowledge, Search and Portal (Milestone 4)	Verint	February 2018
QA Environment Upgrade Complete (Milestone 5a)	Verint	March 2018
Complete UAT	Customer	June 2018

Milestone	Owner	Estimated Timeline
Verint Support of UAT Complete (Milestone 5b)	Verint	June 2018
Complete 311 Agent training	Customer	June 2018
Complete CRM department personnel training	Customer	July 2018
Production Environment Upgrade (Milestone 6a)	Verint	June 2018
Go Live Complete (Milestone 6b)	Verint	July 2018
Post Project Activities (Milestone 7)	Verint	August 2018

8. Communication and Escalation Process

The Verint Delivery Manager will maintain ongoing communications and attend and/or participate in meetings during Normal Business Hours at times mutually acceptable to the parties for the duration of the project. At any time, project issues or concerns can be escalated beyond the Verint Delivery Manager by contacting the Delivery Directors Vice President.

9. Assumptions

1. Both Customer and Verint will assign project leads to this project and be responsible for managing their respective tasks and personnel according to a mutually agreed schedule.
2. Both Customer and Verint will select qualified personnel to perform their respective tasks.
3. If a project is placed on hold it creates additional work to stop and then later reengage which may require a change order to restart the project later to add this extra work.
4. Both parties recognize their mutual interests in working together to achieve a successful project within budget.
5. All identified pre-requisites are met and mutually agreed in advance of Services commencing.
6. Verint project management and project activities will be conducted remotely unless specified in this SOW.
7. The tasks listed in this SOW cover the upgrade of the 3 existing v14R2 instances at Customer – development, QA and production. No other environments are considered in scope.
8. Customer is responsible for supporting and upgrading any configurations that were not implemented by Verint.
9. Customer will provide access, servers and support during the install and ensure all pre-requisites have been met. Customer will be responsible for providing a stable infrastructure throughout the upgrade project.
10. The integrations and configuration to be delivered by Verint during the upgrade are limited to those identified in this document.
11. A copy of the Lagan v14R2 production will serve as the basis for the new Verint DFEM 15.2 systems.
12. Customer will provide test plans/use cases as requested to allow Verint to complete basic integration tests prior to handover for UAT testing.
13. Customer shall provide suitably skilled staff to perform customer testing and configuration tasks as defined in an agreed timescale in both the production and non-production environments.
14. Customer shall have personnel available on a timely basis to facilitate Verint carrying out the upgrade activities.
15. Any scripts or tools which are not part of Verint software or are not outlined in this SOW will be considered out of scope by Verint. Any such components will need to be migrated and updated by Customer.
16. Only the functionality or integrations specifically identified in this SOW and previously identified in the pre-upgrade activities will be configured as part of this upgrade.
17. Customer's staff will not make any changes to the environment prior, during or after an install has taken place without first advising Verint.
18. The components outlined in this SOW and subsequent design work sessions are exhaustive and no other integrations exist to Verint's knowledge.
19. A freeze on changes will be implemented at a time mutually agreed upon by both Verint and the Customer such that no other parallel network/server/operating system, software changes or configuration changes will take place during such change freeze period. The

Customer will ultimately accept the risk of making any changes that are required as a result of a higher priority business need. The Customer will discuss all changes with Verint so that an impact assessment to the upgrade can be conducted.

20. Customer is responsible for procuring, installing and configuring all infrastructure, hardware and non-Verint supplied software.
21. Verint is developing and providing the CTI adaptor for Customer. Customer will work with Verint to test and ensure functionality.
22. Customer will have appropriately skilled resources who meet all training pre-requisites available to participate in skills transfer sessions and training.
23. Installation and update activities will be performed remotely. Customer will provide stable remote access to the existing and new environments. File transfer access will be available for delivery of new software to the Customer environment.
24. After project kick-off, Verint Project management will be delivered remotely.
25. Customer will provide any information required regarding existing servers/environment. This will include user accounts and server or IP information.
26. Customer understands that, for complex integrations or complex form functionality, basic JavaScript and XSLT skills may be required.
27. Testing of integration changes can take place using non-production instances of the back office systems and integration components (e.g. GUMB). A non-production environment will be available for configuration and test purposes.
28. Performance cannot always be guaranteed by Verint as there is often a dependency on other systems or components (e.g. server performance or database latency).
29. In order to populate any additional fields, data must be provided by Customer via the property load or exist in the Verint DFEM v15.2 ODM schema.
30. Customer will provide details of a SiteImprove account to be used for this integration. Setup or configuration of any dashboards or reports within SiteImprove is considered out of scope for Verint in the project.
31. Customer will use performance of their current Lagan v14R2 environment as a guide for server requirements and capacity planning.
32. Customer will consult the Verint System Requirements at the time of deployment to confirm the latest certifications such as operating systems, Java versions or database software.
33. Changes to the GIS web service format or the data to be stored in the Verint DFEM database will be determined in design work sessions between Verint and Customer. Configuring additional/new web service calls is out of scope.

10. Non-Solicitation

During the term of the Agreement and for a period of one (1) year thereafter, Customer 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.

11. Order of Precedence

In the event of a conflict between the Order, the Third Amendment document is the overriding document to which this SOW is attached.

12. Change Order Process

Customer may request changes in or additions to the Services being provided hereunder by completing a change control document. If Verint deems the changes feasible, Verint will provide a quote for any increase or decrease in the cost of or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees a representative of each party will sign a change control document. Verint shall not be obligated to perform any revised or additional Services unless and until a change control document is signed by both parties.

Attachment A: Fixed Fee Services

Milestones under this SOW are provided to Customer on a fixed fee basis and for the fixed fee Services Fee set forth in the Order.

Customer will receive a Confirmation of Services document ("COS") to acknowledge that the Service milestones have been rendered in accordance with this SOW. Customer must accept or reject the requested acknowledgment of completion either by signature or by email within 5 days. In the event Customer fails to accept or reject a COS by the end of the 5-day period, the applicable Service will be deemed delivered complete and accepted.

Implementation Activities

In preparation for the upgrade activities identified in this SOW, the Customer and Verint previously engaged in pre-upgrade activities that included an analysis of the Customer's Lagan v14R2 Production environment and multiple discussions, the result of which was the identification of an approach for upgrading the Customer to DFEM 15.2. This SOW outlines the responsibilities and milestones necessary for the implementation of DFEM 15.2 for the Customer and intended resulting from the pre-upgrade activities, workshops and discussions. Further design confirmation workshops are also incorporated in the project implementation plan.

The following activities will be delivered:

- Project Management
- Training and Skills Transfer
- Design / Build / Test of the solution
- Support go-live and post production support

Any changes to this SOW, which may be required after the effective date of the Order, will be executed solely through the change order process.

Project Initiation (Milestone 1)

Verint will provide project management for the Verint responsibilities in this SOW. This activity is to provide direction and control of the Verint project personnel and to provide a framework for project planning, communications, reporting, procedural, and contractual activity. This activity is comprised of the following tasks to be performed:

Deliverables:

- Project Management Plan
- Project schedule
- Project task assignments
- Project kickoff presentation

Verint Responsibilities:

- Review Order documents
- Collaborate with the Customer Project Manager to finalize the project schedule with tasks and assignments, associated durations, start and end dates, and predecessors/dependencies
- Collaborate with the Customer Project Manager to prepare the Project Management Plan
- Assign and schedule Verint resources according to project schedule
- Establish communication methods, status meetings and status reporting
- Maintain RAID (Risks, Action Items, Issues, Defects) tracking log
- Confirm server specifications and pre-requisites for the Verint DFEM environments
- Schedule Design Confirmation Workshops and create the agenda with identification of participants

Customer Responsibilities:

- Assign a Customer Project Manager to act as single contact point for Verint who will be responsible for Customer tasks and personnel
- Prepare and confirm customer tasks, schedule, and assignments and collaborate with the Verint Project Manager to prepare the project schedule
- Assign appropriate application and technical design representatives
- Arrange for workspace as needed by on-site Verint personnel
- Communicate to Verint any Customer policies and procedures relating to security access and protocols that Verint needs to follow when accessing the Customer environments
- Provide all hardware and infrastructure components for the new environments (i.e., Development, Test/QA and Production) including the installation and configuration of non-Verint software according to the following

Type	Purpose	Quantity
Verint DFEM 15.2 Application Servers	Verint DFEM 15.2 installation, Verint Online Forms, Verint Online Forms Adaptor, Lerest adaptor for portal	5 (1x Dev, 2x QA, 2x Prod)
Database Servers	New database servers for Verint DFEM 15.2, Verint Online Forms and lerest	3 (Development, QA and Prod)
BI	Database server for Business Intelligence v15.2 (MS SQL)	2 (Non-prod and Prod)

- Provide and support access (remote and local) to all new servers, databases and systems as required.
 - Administrative user account privileges for all servers and databases
 - File transfer access – this can be either directly or with San Antonio's assistance (e.g. via FTP)
- Provide and support remote access via a VPN to the Customer system environment. Additional user accounts for the VPN and servers may be required for Verint Technical Consultants.
- Enable all required network routes within the Verint DFEM environment. This includes connectivity from the Verint DFEM application to third party systems, databases and end user workstations.
- Configure all firewalls and proxy servers and implementation of security methodologies as stipulated by Customer Information Security policies. Verint will review and agree port numbers for all services with Customer at the time of deployment.
- Support end user client applications and access.
- Support all infrastructure, hardware and operating system components during the upgrade.
- Implement and manage any server backups or maintenance processes as required.
- Provide and support SSL certificates as part of configuration of secure protocols (e.g. LDAPS, HTTPS, IMAPS).
- Confirm that business configuration in the existing Lagan v14R2 production environment can be replicated across all of the new V15.2 environments and that none of the configuration in the existing non-production environments is required.

Development Environment Install and Basic Setup (Milestone 2)

Verint will install all licensed Verint software and prepare said software to be configured in the Development environment.

Deliverables:

- Verint software installation
 - Verint DFEM 15.2 Core Software
 - Real Time Adaptor

Verint Responsibilities:

- Install and Configure in the Customer Development environment:
 - Verint DFEM 15.2 Core Software
- Deploy and configure Apache Tomcat including updating configuration for connection pooling
- Upgrade Database
 - Migrate existing database objects and completion of database upgrade.
 - Configure database catalogs in a like-for-like manner
 - Provide support during Customer testing for triage and issue resolution
- Configure database catalogs to be the same as existing database catalogs

Customer Responsibilities:

- Configure scheduled tasks on the new application servers as required.
- Test infrastructure components, network routes and load balancing and support any infrastructure related performance problems.
- Database Upgrade
 - Support all external databases including those referenced by the DB Catalogs
 - Manage and support connectivity between the Verint DFEM application and all other databases
 - Communicate new database information and user accounts to Verint for configuration purposes.
 - Update database tables and views created by the Customer
 - Migrate any and all database Jobs or Maintenance routines.
 - Manage DB tasks including backups, indexing and capacity management

- Manage and implement any database maintenance routine
- Support during testing for triage and issue resolution of database connectivity related issues
- Produce and execute test plans for database related functionality including DB catalogs, database components and any database dependent functionality (views, XML SQL or DB Catalogs)

Configuration and Basic Setup

EMPLOYEE DESKTOP

Verint Responsibilities

- Deployment and configuration of UI on the Development environment
 - Verint will migrate configuration with the following configurations applied:
 - Portlet Configuration
 - Migrate configuration to Verint DFEM 15.2 environment with no changes made by Verint
 - Look and Feel
 - Verint will assist the Customer to apply changes to the look and feel of the following components to differentiate the environments:
 - Verint DFEM launch screen (screen used to launch the user clients)
 - Employee Desktop Web client
 - Locale Configuration
 - Multiple configurations have been applied to the Verint DFEM locale configuration. These will be copied over to the new environment with no changes made by Verint.
 - Menu & Toolbar Configuration
 - These will be copied over to the new environment with no changes made by Verint.
 - Application Help Files
 - New help files will be installed with the updated Verint DFEM v15.2 application
 - Searches
 - Verint will work with Customer to remove redundant fields from the search screens. Examples may include: Date of Birth and Social Security Number
 - Remove "Street" from the "Search Type" drop down list
 - Property will be defaulted as the first search that appears in the "Search Type" drop down list
- Skills transfer delivery to Customer on configuration of UI, Menu & Toolbar, and Case Closure reasons as noted in the Skills Transfer Topics section of this SOW
- Support Customer in the configuration of re-opening, re-assignment and re-classifying cases
- Provide Support during Customer testing for triage and issue resolution

Customer Responsibilities

- Apply look and feel configuration to differentiate environments
- Implement Menu & Toolbar configuration changes as determined by the Customer
- Configure mapping functionality in the back office systems and integration components to convert a back office status to a case task
- Participation in design workshop and skills transfer
- Refactoring of any DB views or reports as required to include case tasks
- Perform all testing of the UI functionality.
- Participate in skills transfer session for the toolbar and UI configuration

LDAP

Verint Responsibilities

- Deployment and configuration of LDAP integration components
- Provide support during Customer testing for triage and issue resolution
- Disable password expiry within the Verint DFEM application

Customer Responsibilities

- Configure all users and groups across all environments in Customer Active Directory
- Manage the Active Directory in terms of users, groups, infrastructure and availability
- Provision of test accounts in Customer Active Directory for Customer users and Verint consultants as required for deployment and testing. User accounts should include a variety of permissions and replicate Customer business functions:

Agent, Supervisor, and Administrator. Customer will also provide at least two Verint DFEM system administrator user accounts with full permissions to all Verint DFEM groups.

- Support during testing for triage and issue resolution of LDAP related issues
- Configure the Customer Active Directory server to ensure that any groups configured match those that are available in Verint DFEM Business Configuration
- Provision and support of any security certifications for LDAPS if required
- Support and implementation of any password validation and expiry settings in Active Directory
- Provide Active Directory configuration information to Verint to facilitate the LDAP integration configuration
- Create and execute test plans for LDAP, if required

SECURITY

Verint Responsibilities

- Enable ACL security
- Provide support during Customer testing for triage and issue resolution

Customer Responsibilities

- Support during testing for triage and issue resolution of ACL related issues
- Production and execution of test plans for ACLs

EMAIL CONFIGURATION

Verint Responsibilities

- Deploy and configure Email integration
- Support Customer testing for triage and issue resolution
- Provide skills transfer to Customer to configure inbound and outbound email handling as well as the use of email templates

Customer Responsibilities

- Test all email handling functionality including inbound and outbound email
- Configure and support Email server and accounts including the infrastructure and connectivity between Verint DFEM and the email servers

LOGGING

Verint Responsibilities

- Replicate logging from Lagan v14R2 Lagan environments to the DFEM 15.2 environments

Customer Responsibilities

- Collaborate with Verint to identify appropriate logging levels for Go Live

APPLICATION MONITORING

Verint Responsibilities

- Consult information as required for monitoring and application availability

Customer Responsibilities

- Update configuration in SolrWinds as required during the upgrade including the following tasks:
 - Monitoring of new application servers and processes
 - Addition of new monitoring for new components (e.g. Verint Online Forms, new event publisher)
 - Addition of new monitoring for existing components (e.g. log file scraping or use of FLWeb to determine application health)

FLWEB WEB SERVICES

Verint Responsibilities

- None

Customer Responsibilities

- Support and test any systems which use FLWeb to ensure they continue to work after the upgrade.

OPERATIONAL TOOLS

Verint Responsibilities

- Deploy operational tools used to migrate configuration between environments to the new application servers.

Customer Responsibilities

- Deploy operational tools to environments other than Development, QA and Production if applicable

REAL TIME ADAPTOR (RTA)

Verint Responsibilities

- Deploy and configure the real time adaptor similar to the existing configuration used for property validation
- Support during Customer testing for triage and issue resolution

Customer Responsibilities

- Support during testing for triage and issue resolution of property validation issues
- Produce and execute test plans for the property validation functionality

INTEGRATOR INTRANET COMPONENTS (II COMPONENTS)

Verint Responsibilities

- Provide support during Customer testing for triage and issue resolution
- Reconfigure existing map related II Components to connect to the new Map solution
- Reconfigure existing knowledge and knowledge search related II Components to connect to the new knowledge and search solutions
- Migrate II Component configuration from Production to the new environment with no changes made by Verint.

Customer Responsibilities

- All testing of the II Component functionality and configuration with particular focus on areas where changes have taken place to knowledge component links
- Reconfigure any Components as required for changes not relating to Knowledge or Maps. This includes the removal of redundant components or the addition of new components as required.
- Configure network routes and confirm availability between the Verint DFEM application and any systems configured in the II Components.
- Support for any non-Verint components that are being referenced via an II Component.
- Manage of user groups to ensure users have the correct access permissions to the relevant components.

SCRIPTFLOW

Verint Responsibilities

- Support during Customer testing for triage and issue resolution
- Update all Script Flow configuration as required for new Knowledge and II Components only
 - There are approximately 100 ScriptFlow nodes which link to external links such as knowledge articles or web pages. Verint will update ScriptFlow nodes that link to an existing knowledge article (from the old knowledge base) so that the link points to the same article but in the new knowledge repository. All other links to external websites will not be changed by Verint.
 - Verint will update ScriptFlow Nodes that link to an II Component so that they continue to function after the upgrade. Some II Components may change (e.g. Knowledge search components) but the link will be preserved so that the underlying functionality remains the same.
- Deployment of new Script Flow configuration

Customer Responsibilities

- All testing of the Script Flow functionality and configuration with particular focus on areas where changes have taken place to knowledge and component links.
- Reconfiguring of any Scripts as required for changes not relating to Knowledge or II Components such as ScriptFlow simplification or inclusion of map functionality.

CASE FORMS AND EFORMS

Verint Responsibilities

- Support during Customer testing for triage and issue resolution
- Migration of all forms to the new environment

Customer Responsibilities

- All testing of the eForm functionality and configuration
- Reconfiguration of any eForms to update service end-points
- Recreation of eForms as Verint Online Forms as required
- Support for any third party systems utilized by eForms
- Support for any non-Verint components that are being referenced via an eForm (e.g. Images, style sheets etc.)

MAPS

Verint Responsibilities

- Configure clustering where pins within close proximity will be clustered into a single pin relative to the zoom level
- Configure a form page (Reporting View) with the following:
 - Map will display the existing cases for a given service area on the map.
 - Service area and case status (i.e. open or closed) can be passed as parameters or selected from a drop down list on the page.
 - The Map will accept a property parameter which will allow the map to be centered on that property. This will allow it to be used as part of a call handling flow as required. Cases within range of the selected property will be displayed on the map.
 - Pins for existing cases can be selected to display additional information relating to the selected case. Selecting a case will display some case basic information for the case including:
 - Case ID
 - Case Title
 - Case Status
 - Case classification (e.g. combination of subject, reason and/or type)
 - Case closure or creation date (as applicable)
 - Address associated with the case
 - SLA/due date
 - Link to the form
 - Other fine-tuning components may be required based on design workshops and Verint will work with the City to determine, which, if any additional fine-tuning will be performed by Verint.
- Configure a form page (Citizen Map View) with the following:
 - Only cases raised by the individual will be displayed on the map.
 - Pins for existing cases can be selected to display additional information relating to the selected case. Selecting a case will display some basic information for the case including:
 - Case ID
 - Case Title
 - Case Status
 - Case classification (e.g. combination of subject, reason and/or type)
 - Case closure or creation date (as applicable)
 - Address associated with the case
 - SLA/due date
 - Link to the form
 - Other fine-tuning components may be identified through the design workshops and Verint will work with the City to determine, which, if any additional fine-tuning will be performed by Verint.
- Provide support during Customer testing for triage and issue resolution

Customer Responsibilities

- Participation in initial design workshops to refine the design and layout for each map view.

- Manage the GIS system in terms of Map data, infrastructure and availability
- Support during testing for triage and issue resolution of GIS related issues
- Produce and Execute of test plans for Maps

DATA DUPLICATION

Verint Responsibilities

- Provide consultation on how to restructure business processes

Customer Responsibilities

- Restructure business processes per Customer determination of need

Verint Online Forms (Milestone 3)

VERINT ONLINE FORMS

Verint Responsibilities

- Install and configure of Verint Online Forms software
- Test and Verify Verint Online Forms software
- Provide support Customer testing and triage for Verint Online Forms issues
- Deliver Verint Online Forms training courses as identified in this SOW
- Provide business analysis skills to facilitate the implementation of forms and processes using Verint DFEM and Verint Online Forms
- Deliver Skills Transfer to facilitate the implementation of forms and processes following formal Verint Online Forms training as identified in this SOW
- Configure Verint DFEM event publisher components to route the correct form data to GUMB

Customer Responsibilities

- Provide appropriately skilled resources for Skills Transfer
- Provide remote access and file transfer access for Verint
- Provide and support infrastructure components or pre-requisites required for the installation of Verint Online Forms (e.g. database, network, servers, OS)
- Configure infrastructure components (e.g. firewalls, reverse proxy) in accordance with local security policies
- Verify pre-requisites to ensure there are no conflicts with other systems or processes
- Configure any back office components required to communicate with the new Verint Online Forms based processes
- Configure new Verint Online Forms as determined necessary by Customer

EVENT PUBLISHER

Verint Responsibilities

- Deploy and configure the new functionality outlined here for the Verint DFEM event publisher
 - Correction of event time zones to be local rather than UTC
 - Publishing of a URL to case note attachments
 - Updating of the integration to support data from both eForms and Verint Online Forms
 - Failed Event Form for the republishing of failed events
- Participation in any design workshops
- Support during Customer testing for triage and issue resolution

Customer Responsibilities

- All testing of the new event publisher functionality
- Configuration and support of back office systems to handle new functionality as required
- Provision and support of a test environment for GUMB and the back office systems
- Participation in design workshops as required

TELEPHONY

Verint Responsibilities

- Provide CTI adaptor for Finesse for thin client

- Configure DFEM for integration with the CTI adapter
- Deploy CTI adapter for thin client
- Provide support during Customer testing for triage and issue resolution

Customer Responsibilities

- Configure Cisco Manager and Contact Center
- Test all telephony integration and functionality
- Mediate with the Customer's telephony provider to troubleshoot and support CTI issues
- Create and execute test plans for all telephony functionality

Knowledge, Search and Portal (Milestone 4)

KNOWLEDGEBASE AND MY ACCOUNT (CITIZEN) PORTAL

Verint Responsibilities

- Configure the following items:
 - II Components will be updated to reflect the new knowledge Search page. These components will be available in the "Go" menu (if the appropriate group permissions have been configured for the user). The II components can also be referenced in ScriptFlow to display the relevant search page.
 - ScriptFlow links will be updated to reflect the new knowledge URLs
- Make the following available:
 - Embedded knowledge search in the web client
 - Tracking of recent searches and recently viewed articles
 - Creation of interaction note for all viewed knowledge articles during the interaction
 - Content augmentation whereby disclaimers or other metadata can be added to a knowledge article or webpage
 - Content escalation facility where incorrect knowledge content or websites can be escalated.
 - Display of temporary alerts for alerting agents of key information related to given search term or within a specific date range
 - Ability to view articles within the Employee Desktop (thin client) Web Interface or popped out to make use of multiple screens
- Index an internal Windows file share and up to two (2) other websites (internal or external) and configure to be included in search for agents or citizen
- Expose new search interface which will be integrated with Employee desktop as an II Component
- Integrate a single collection with the Verint DFEM 15.2 Employee Desktop Web client
- Completion of initial content migration from existing KPS knowledge with no changes made by Verint
- Skills transfer delivery to Customer for portal and knowledge configuration and usage
- Deployment of standard portal and knowledgebase
- Configuration of standard functionality including look and feel and integration with search, Verint DFEM and Verint Online Forms
 - Verint will configure the Case status screen in the My Account portal to display all tasks for the case. The Task title and status ('Completed' or 'Pending') will be displayed. The "notes" section will be replaced by a "Status Updates" section which will contain details of the tasks.
 - Verint will create a Verint Online Form which can be used by citizens or agents to escalate a particular article. The form will capture the following information:
 - Name of article
 - URL of article
 - Comments/feedback
 - The link to this feedback/escalation form will be presented on the article template.
 - Verint will integrate the Verint My Account Portal with SiteImprove.
 - The "My Details" screen will be configured to remove any fields that are currently not used by Customer (e.g. Passport and Driving License details). Customer will confirm which fields they would like to be removed at the time of deployment.
- Complete integration with SiteImprove analytics and JS code
- Deployment of Irest to allow portal integration with Verint DFEM
- Update business configuration in Verint DFEM environment for new Funnelback and Knowledge components (II Components and ScriptFlow)
- Provide support and triage for the portal and knowledge components during testing

Customer Responsibilities

- Provision of SiteImprove account for integration with the portal and knowledgebase

- Provision of a timely and sufficiently skilled resource during the project to facilitate the configuration of knowledgebase (e.g. user accounts, workflows or metadata) and the content migration effort.
- Provision of infrastructure to ensure the cloud hosted components can access the LAGAN environment. This includes the configuration of the load balancer and any proxy servers or firewalls.
- Support and reconfiguration of any knowledge links or searches on existing websites or systems
- Configuration of VPN to allow Funnelback to index internal file share
- Provision and support of any SSL certificates as required. Configuration of SSL termination at an F5 network level
- Provision of style sheet to allow portal and knowledgebase rebranding
- Provision and support of access to the existing knowledge base for Verint to complete the content migration
- Participation in design workshops prior to content migration and cloud deployment
- Support during testing for triage and issue resolution of Portal and knowledgebase related issues
- Production and execution of test plans for the knowledgebase and portal
- Document business process to keep knowledge and department website updated and synced
- Develop integration design between sanantonio.gov and knowledge search /portal for best user experience
- Refine taxonomy utilized for tagging knowledge, online forms, and other systems

QA Environment Upgrade Complete (Milestone 5a)

Verint will install BI Software and prepare said software to be configured in the Test Environment. The Customer will clone the QA DFEM and VOF application servers from the Development environment.

DFEM REPORTING

Verint Responsibilities

- Reload of LDM views
- Provide support during Customer testing for triage and issue resolution
- Deploy QA BI and Production BI instance
- Deliver up to 2 custom BI reports
 - Verint will provide skills transfer on the configuration of up to two additional reports.

Customer Responsibilities

- Complete pre-installation checklist
- Support during testing for triage and issue resolution of BI/Reporting issues
- Produce and execute test plans for reports and ETL jobs
- Reconfigure and test existing Customer reports as required. Support and reconfigure any database views that are not included in the Lagan v14R2 out-of-the-box configuration
- Archive of BPM database
- Connect the BPM database to the upgraded BI instances if needed
- Manage database capacity
- Support, refactor and test of all views, SQL jobs and ETL jobs

QA ENVIRONMENT UPGRADE

Verint Responsibilities

- Configure DFEM 15.2 Test servers with Test configuration values after Customer clones servers
- Upgrade Database

Customer Responsibilities

- Clone Test servers from Development servers
- Clone Lagan v14R1 Database and refresh into DFEM Test database
- Conduct training for testers
-

Verint Support of UAT Complete (Milestone 5b)

Verint Responsibilities

- Provide support up to 40 hours of user acceptance testing for a duration of two consecutive weeks during Customer testing
- Review and replicate reported defects that have been validated by the City.
- Address 'break-fix' for confirmed defects
- Reproduce or observe via web-ex session issues raised in relation to performance.
 - Facilitate troubleshooting and triage performance related issues.
 - Address only performance issues that relate to Verint software or configuration within commercially reasonable efforts.

Customer Responsibilities

- Perform testing activities as detailed in the project plan
- Conduct triage of issues identified during user testing.
 - Maintain an issues log and consolidate issues and remove duplicates.
 - Resolve issues related to configuration and tasks that are the Customer's responsibility.
 - Report validated issues to Verint PM along with logs, steps to recreate, screenshots and any other information that may assist with the replication of the issue).
- Apply defect fixes
- Retest defect fixes
- Work with Verint to create the Go Live Plan
- Complete any performance testing. This may include the following areas:
 - Verification of all search performance
 - UI functionality and responsiveness
 - Integration throughput and latency
- Facilitate a web-ex session to demonstrate any performance issue (or any other issue) to Verint as needed.
- Address issues (including performance) relating to infrastructure, network, hardware, non-Verint software or operating system components

Production Environment Upgrade (Milestone 6a)

Verint Responsibilities

- Conduct dry run
 - Configure DFEM 15.2 Production servers with Production configuration values after Customer clones servers
 - Upgrade Database

Customer Responsibilities

- Participate in dry run and validate Production environment
- Clone the Production servers from the Test servers

Go Live Complete (Milestone 6b)

Verint Responsibilities

- Upgrade Database
- Work with the Customer to create the Go Live Plan

Customer Responsibilities

- Create clone of Lagan v14R2 database
- Work with Verint to create the Go Live Plan
- Facilitate Go-No Go decision
- Conduct Go Live

Post Project Activities (Milestone 7)

Verint Responsibilities

- Provide 60 hours of extended project support for 6 consecutive weeks, starting on the first day of Go. Extended project support will include:
 - Updating documentation as needed

- Working open issues identified and reported prior to Go Live
- Providing informal knowledge transfer
- Transition to Verint Support
 - Work Priority 1 issues reported to Verint Support during the extended project support period
 - Work with the City to prioritize all issues reported to Verint Support post-go live and to mutually agree upon issues to be worked by Verint resource within the extended project support period
- Conduct Support Handover at the end of the extended project support period, unless Priority 1 (system down) issues exist or Priority 2 issues, mutually agreed upon, for which the identified work around is difficult for the Customer to implement and puts the Customer's business process at risk
 - This constitutes final acceptance of the project
- Conduct Post Project Review
- Conduct Project Closeout

Customer Responsibilities

- Support 311 Agents and CRM Department personnel
 - Conduct triage of issues identified by end users.
 - Resolve issues related to configuration and tasks that are the Customer's responsibility.
 - Starting on the first day of Go Live, report validated issues to Verint Support along with logs, steps to recreate, screenshots and any other information that may assist with the replication of the issue.
 - Apply issue fixes
 - Retest issue fixes
- Transition to Verint Support
 - Work with Verint to prioritize all issues of all priorities reported to Verint Support post-go live and to mutually agree upon issues to be worked by Verint resource within the extended project support period
- Participate in Support Handover
- Participate in Post Project Review

Training

A combination of formal training and skills transfer will be provided to Customer throughout the project. These are outlined in the sections below.

Training Courses

The following formal instructor-led training courses will be provided to Customer during the project as follows:

Course	Comments	Duration
Verint Online Forms*	On-site Instructor led. To be delivered after the delivery of the development environment.	1 day
Verint Online Forms Advanced	On-site Instructor led. To be delivered after the delivery of the development environment.	2 days
New Product Features v14R2 to v15.2	On-site Instructor led. To be delivered after the delivery of the development environment.	1 day

Note, items marked with a * are outlined in more detail in the Verint Education Services Engagement Management for Government Training Catalogue provided with the Pre-upgrade Report.

The following assumptions relate to the delivery of training to the City:

- Training will be delivered to a maximum of 8 attendees per session.
- Those attending training should meet the necessary pre requisites as defined in the Education Services training brochure. Attendees without these necessary skills may not be able to successfully complete the course.
- Access will be given to the eLearning site which contains the training materials required for each course, please note the materials belong to the trainees attending the course and must not be reproduced.
- The trainer will require remote access to the customers training environment prior to the training start date.
- Training will be billed upon completion of each individual courses.

Skills Transfer Topics

Verint will conduct skills transfer sessions throughout the project as identified below. These sessions will be delivered on-site where possible and may be delivered in conjunction with other on-site activities to reduce travel costs.

The table below outlines each skills transfer topic and some recommendations for when these are delivered. Verint will work with the Customer during Project Initiation to confirm the schedule for when the skills transfer is delivered. The purpose of the sessions would be to assist Customer in the implementation of new skills gained during formal training or application of best practises to existing processes.

Topic	Comments
Process design, Verint Online Forms and Verint Online Forms Adaptor	Delivered with the view to deliver up to 3 forms. End to end process design help for the same processes
UI changes, Menu & Toolbar configuration	Can be delivered at any time throughout the project. Discussions during Project initiation will confirm the need for this workshop.
Business Configuration	Includes case closure reasons, tasks, Email handling, correspondence templates, integrating ScriptFlow with knowledge, reclass/re-assign process
Knowledge	Session to outline the new knowledgebase, search and portal functionality. Session will include content authoring, search reporting and integration of forms with the portal.
Verint DFEM data model	To assist Customer with the building of a data model for Power BI or for building BI reports.
Event Publisher	Handover of new GUMB integration adaptor and skills transfer on the configuration of queues and events.

The delivery of skills transfer to Customer is limited to the topics in the above table. Additional skills transfer outside of these topics may be delivered at Verint's discretion.



EXHIBIT 3

This Master SaaS Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") between Verint Americas Inc. ("Verint"), a Delaware corporation with its principal place of business at 800 North Point Parkway, Alpharetta, Georgia 30005, and its Affiliates, and City of San Antonio ("Customer"), a Texas Municipal Corporation with its principal place of business at 100 Military Plaza, San Antonio, TX 78205.

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement.** This Agreement consists of this Signature Page, the following Schedules, and any Orders executed during the term of this Agreement:

- Schedule A Definitions
- Schedule B General Terms and Conditions
- Schedule C Service Levels

In addition to the terms defined elsewhere in this Agreement, capitalized terms shall have the meaning set forth in Schedule A entitled "Definitions". This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise. Each party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, (i) it is not relying upon any other statements, representations, warranties, promises, assurances, or the like, (ii) no remedies are or will be available to a party with respect to the foregoing, and (iii) such remedies are unconditionally and irrevocably waived; provided, the foregoing shall not apply to any acts of fraud by a party. For the avoidance of doubt, in the event of any prior agreement(s) by and between the parties or its predecessor(s), where such agreement(s) covered the same subject matter as this Agreement, those prior agreements are hereby terminated, and any products licensed thereunder or services yet to be performed shall now be subject to the terms and conditions of this Agreement. By placing an Order with Verint, Customer agrees that the terms and conditions of this Agreement shall apply to and govern that Order. Except with respect to product, services and pricing applicable to an Order, additional or conflicting terms in any Order shall have no force or effect on either party, unless that Order is signed in hardcopy form by each party or the terms are exchanged between the parties and attached to Customer's purchase order, and then those terms shall apply to the parties solely for that Order. Except as otherwise specified herein, any additional or conflicting terms contained in any other document (including, without limitation, any preprinted, additional or conflicting terms on any Customer purchase order, or acknowledgement from either party) shall be null, void and of no effect on either party. Notwithstanding the foregoing, this Agreement may be amended by an authorized representative of each party in a duly executed writing signed in hardcopy form referencing this Agreement and expressing the intent of each party to amend these terms and conditions.

2. **General Terms.** The following general terms apply to this Agreement:

- **Shipments:** All shipments by Verint hereunder shall be ExWorks (Incoterms 2010).

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

IN WITNESS WHEREOF, Customer and Verint have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

VERINT AMERICAS INC.

CITY OF SAN ANTONIO

NAME SIGNED _____
 NAME & TITLE PRINTED *Bridget Gray* Digitally signed by Lynn Machleit, VP Finance
 DATE 2017.09.29 09:57:19 -04'00'



NAME SIGNED *Erik Walsh*
 NAME & TITLE PRINTED *Erik Walsh, Deputy City Mgr*
 DATE 11/29/17

Bridget Gray,
Contracts Manager

Digitally signed by Bridget Gray, Contracts Manager
DN: cn=Bridget Gray, Contracts Manager, o=Verint Americas Inc., ou, email=bridget.gray@verint.com, c=US
Date: 2017.09.28 17:28:57 -04'00'

SCHEDULE A DEFINITIONS

This Schedule A is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule A is attached. All capitalized terms shall have the meaning ascribed to them, including the following:

- 1 **Access Term.** The term, as further described in Section 2 of Schedule B, for which Verint has contractually agreed to provide Customer with access to the SaaS Services in accordance with an Order.
- 2 **Affiliate.** Any entity which now or in the future controls, is controlled by, or is under common control with the signatory to this Agreement, with "control" defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise. With respect to (i) Customer, an Affiliate may not be a competitor of Verint, and (ii) Verint, an Affiliate is limited solely to those Verint entities indicating assent to the terms and conditions of this Agreement by accepting an Order from Customer hereunder. For each Order signed by or on behalf of an Affiliate, "Customer", "Verint" and "party" (each as applicable) as used herein shall mean for all purposes the Affiliate identified therein.
- 3 **Billing Period.** The billing period for which the SaaS Access Fees shall be calculated and invoiced to Customer in advance on a pro rata basis as follows: (i) annual billing period(s) for an Access Term for a SaaS Service, and (ii) for any add-on Order(s) for that SaaS Service, a proportionate period for the initial billing cycle to enable annual co-billing thereafter.
- 4 **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, (ii) with respect to Verint, information concerning the SaaS Services, Hosted Environment, Documentation and any Software provided hereunder and/or materials resulting from Professional Services, and any derivatives thereto, (iii) with respect to Customer, any Customer Data, and (iv) 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 and 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, is lawfully in the possession of the receiving party at the time of disclosure; or (d) is approved for release by written authorization of the disclosing party.
- 5 **Customer Data.** All data either provided by Customer or entered on its behalf through use of the SaaS Services, or generated by the SaaS Services on behalf of Customer.
- 6 **Customer Environment.** The computing environment separately procured, prepared and maintained by Customer for the access and use of the SaaS Services, as further specified in Section 4.2 of Schedule B.
- 7 **Designated Employees.** A reasonable number of Customer Personnel (including Customer's system administrator), who have received training from Verint. Designated Employees may be changed by notice to Verint.
- 8 **Documentation.** Verint's documentation describing the specifications and use of the SaaS Services and any Software provided.
- 9 **Error.** A failure of the SaaS Services to substantially conform to the Documentation, that Verint can replicate or Customer can duplicate.
- 10 **Error Correction.** Revisions, modifications, alterations, and additions to the SaaS Services, installed by Verint in the Hosted Environment as bug fixes or workarounds to resolve Errors.
- 11 **Fees.** The Professional Service Fees, SaaS Access Fees and/or other fees as specified in this Agreement or in an Order.
- 12 **Hosted Environment.** Verint or its third party's technical environment required to operate and provide access to the relevant SaaS Services, as further specified in Section 4.2 of Schedule B.
- 13 **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.
- 14 **On-Premise Components.** Those portions of the Software which must be installed at Customer's site, if any.
- 15 **Order.** The details of an order by Customer provided by or through Verint (i) on an order form or schedule provided by Verint and signed by Customer, or (ii) on Customer's purchase order provided to and accepted by Verint.
- 16 **Overage.** Measured on a monthly basis, any actual usage of the SaaS Service which exceeds the SaaS Access Rights subscribed to by Customer under an Order or Orders applicable to the SaaS Service.
- 17 **Personnel.** With respect to Customer, each Customer employee or independent contractor (not a competitor of Verint) under obligations of confidentiality and nondisclosure which Customer authorizes to use the SaaS Services purchased and/or the SaaS Access Rights procured hereunder; with respect to Verint, each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder.
- 18 **Professional Services.** Consulting, training, installation and maintenance of On-Premise Components, and/or other services provided to Customer hereunder.
- 19 **Professional Service Fees.** In US Dollars, 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.
- 20 **SaaS Services.** The online services offered by Verint as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order.
- 21 **SaaS Access Fees.** In US dollars, the fees due to Verint, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights, and fees for any Overages calculated at a monthly pro rata amount plus a twenty-five percent (25%) uplift.
- 22 **SaaS Access Rights.** The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.
- 23 **Service Levels.** The service level commitments from Verint with respect to the maintenance and support of the Hosted Environment and SaaS Services.
- 23.1 **Scheduled Downtime.** Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment. Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime.
- 23.2 **Total Time.** The total number of minutes in the applicable month.
- 23.3 **Unscheduled Downtime.** Any time outside of the Scheduled Downtime when the Hosted Environment is not available to perform operations. Unscheduled Downtime is measured in minutes.
- 23.4 **Uptime.** Total Time minus Unscheduled Downtime, divided by Total Time.
- 24 **Signature Page.** The cover page of this Agreement specifying the Schedules expressly incorporated into the Agreement, the general terms of the Agreement, and containing the signature of each party's authorized representative manifesting assent to the terms and conditions of this Agreement.

25 **Software.** Computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed hereunder.

26 **Updates.** Periodic improvements or additions to the SaaS Services, including Error Corrections and other changes to the SaaS Services, that may be

provided hereunder, but excluding any new feature or substantial additional functionality available for the SaaS Service, which, in Verint's sole discretion, is subject to additional fees.

27 **Verint Intellectual Property.** All Intellectual Property Rights in the SaaS Services, Software, Documentation, Hosted Environment and all other Confidential Information provided by Verint hereunder.

SCHEDULE B GENERAL TERMS AND CONDITIONS

This Schedule B is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule B is attached. The following general terms and conditions shall apply to this Agreement:

1 ACCESS RIGHTS.

1.1 Access Use Rights. During the Access Term, and solely for Customer's internal business use, Verint grants to Customer a non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in an Order through internet access, up to the extent of the SaaS Access Rights specified in that Order, plus any Overage. With respect to the Documentation applicable to the SaaS Services, Customer may make a reasonable number of copies of the Documentation solely as needed for Customer's internal business purposes. With regards to the On-Premise Components and related Documentation, Verint grants to Customer, and Customer accepts, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term to use the applicable On-Premise Components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement.

1.2 Restrictions. Customer acknowledges and agrees that the use rights provided hereunder do not grant any rights not explicitly expressed. All other such rights and interests in Verint Intellectual Property (including any derivatives thereto) are expressly reserved, owned by and remain vested in Verint and its third party vendor(s), and except for the limited use rights granted hereunder, Customer shall not assert any right, title, or interest in or to any Verint Intellectual Property, or portion thereof. Without limiting the foregoing, Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: (i) rights in or to the Hosted Environment, or SaaS Services, beyond those rights specified in Orders, (ii) rights to provide access or use of the Hosted Environment, SaaS Services and On-Premise Components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, (iii) rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Service except with respect to On-premise Component(s), and then only as expressly provided for in Section 1.1, or (iv) representations, warranties or other third party beneficiary rights from any Verint third party vendor.

2 TERM. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as provided in Section 13. An Access Term shall commence upon the effective date of the applicable Order and unless otherwise specified on the Order, shall continue for twelve (12) months thereafter. Each Access Term upon expiration shall automatically renew for additional annual terms at Verint's then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.

3 ORDERS.

3.1 Order Submittal. Customer and its Affiliate(s) may submit Orders to Verint, which may be sent via mail, telefax, email attachment, electronic procurement systems, and other means as the parties may decide from time to time. Each Order provided by Customer to Verint must reference the name and Effective Date of this Agreement, and contain information required by Verint, including, without limitation, as applicable: (i) the Verint quote number, (ii) the SaaS Services and quantity and types of SaaS Access Rights, (iii) any Professional Services to be provided, (iv) the billing address, (v) Customer contact names and phone numbers, and (vi) all applicable Fees. Customer and an Affiliate who submits an Order shall both be bound by this Agreement in relation to that Order and shall be jointly and severally liable to Verint for any breach of this Agreement by an Affiliate. Customer shall provide any Affiliate who submits an Order hereunder with a copy of this Agreement (although failure to provide such copy shall not limit or in any way affect Customer's or its Affiliate's obligations or liability hereunder).

3.2 Order Acceptance. All Orders are subject to Verint's acceptance, and to the terms and conditions of this Agreement. For each Order in accordance with this Section, Verint shall acknowledge acceptance of the Order by issuing an invoice in accordance with Section 8. Notwithstanding the foregoing, Verint shall have no obligation to deliver any SaaS Services, SaaS Access Rights, and

shall otherwise have the right to withhold performance under this Agreement, if Customer is in arrears on any payments rightfully due to Verint or is otherwise in breach of this Agreement.

4 VERINT RESPONSIBILITIES.

4.1 Procedures and Technical Protocols. Verint will specify to Customer procedures according to which Customer may establish and obtain access to and use the features and functions of the SaaS Services, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary for Customer to obtain access to the SaaS Service via the Internet.

4.2 SaaS Services. Verint will bear responsibility, at its own cost and expense, for the procurement, preparation, hosting, operation and maintenance of all facilities, hardware, software, telecommunication services, and all other technical requirements (the "Hosted Environment") necessary to provide access to and use of the SaaS Services; provided that Customer will be responsible for procuring and/or operating computer systems, software and telecommunications services meeting such minimum technical requirements and for the installation and maintenance of the On-Premise Components (the "Customer Environment") as Verint may specify in the Documentation to access the Hosted Environment.

4.3 Installation, Integration and Configuration Services. With respect to any access to the Hosted Environment, use of the SaaS Services requiring integration and other services by and between Customer's systems and the Hosted Environment, and configuration of the SaaS Services for Customer's specific use, Verint agrees to perform those services to the extent specified on an Order.

4.4 Support. As part of the SaaS Services, Verint shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section.

4.4.1 Support and 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 SaaS Services. Verint shall use commercially reasonable efforts to implement any required Error Corrections. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Service Levels specified in Schedule C, and Customer shall, in accordance with the terms of Schedule C, have access to support through Verint's standard telephone, email and web support services.

4.4.2 Backup and Recovery of Data. As a part of the SaaS Services, Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the SaaS Services. In the event the Customer Data becomes corrupt, Verint shall use commercially reasonable efforts to remediate and recover such corrupt data.

4.5 Security. Verint shall, either directly, or through its third party service provider, implement and maintain commercially reasonable security precautions to prevent unauthorized access to the Customer Data that is retained within the Hosted Environment.

5 CUSTOMER DATA. Verint acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Verint shall not, and shall not permit its third party vendor(s) to disclose Customer Data to any third party, or make any use of the Customer Data, unless authorized by the Customer or if Verint is required to do so by law or court order. Verint may access Customer Data from time to time solely for purposes of support, administration and invoicing related to Customer's use of the SaaS Services, and to aggregate information regarding Customer Data for planning purposes. Customer agrees that Customer is solely responsible for: (a) obtaining any Customer Data and other information Customer provides while using the SaaS Services, (b) obtaining all rights necessary to use the Customer Data, and (c) the

accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer agrees that it will not, and represents and warrants that such information does not (i) violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; (ii) violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject; and (iii) violate in any way Customer's obligations in Section 6.2 below. Customer acknowledges and agrees that Verint is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. Verint may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer.

6 CUSTOMER RESPONSIBILITIES.

6.1 Passwords. All access codes and passwords are personal to the individual to which it is issued. Customer and its 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. To the extent Verint assigned Customer with administrative rights to create access codes and passwords for its Personnel, Customer shall be responsible for issuing such passwords.

6.2 Use of SaaS Services. Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees: (i) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, 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; (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, SaaS Services or another's computer; (iii) not to use the SaaS Services for illegal purposes; (iv) not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; (v) not to post, promote or transmit through the SaaS Services 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 customer's use and enjoyment of the SaaS Services 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 SaaS Services; (ix) to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services; and (x) to provide any required notifications to data subjects, and obtain all rights and requisite consents from data subjects in accordance with all applicable data privacy and other laws in relation to the collection, use, disclosure, creation and processing of personal data, and in connection with this Agreement and the use of the SaaS Services.

6.3 SaaS Services Restrictions. Except as otherwise specified in this Agreement, expressly permitted in writing by Verint, or otherwise cannot be precluded under mandatory applicable law, Customer 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 SaaS Services or On-Premise Components; 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 SaaS Service;

b. 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;

c. 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 Customer hereunder.

7 PROFESSIONAL SERVICES.

7.1 Services. Any Professional Services provided hereunder are subject to Customer's performance of its obligations herein, and in accordance with a mutually agreeable implementation plan. Customer shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Verint to perform its duties in a timely manner, including, without limitation, establishing the Customer Environment. Any development (other than Updates) will only be by written agreement. Verint shall at all times own all Intellectual Property Rights in and to any such development, and such development shall become part of the SaaS Services for the purposes of this Agreement. All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person.

7.2 Scheduling Services. Customer shall request scheduling for Professional Services ordered hereunder with reasonable notice. Verint shall use reasonable efforts to meet the requested time schedule; provided, all scheduling is dependent upon the allocation and availability of resources.

8 FEES AND PAYMENTS.

Fees and Expenses. Upon Verint's receipt and acceptance of an Order, Verint shall invoice Customer one hundred percent (100%) of the Fees for the initial Access Term Billing Period, and any fixed fee Professional Service Fees applicable to such Order. Verint may invoice Customer in advance for each subsequent Billing Period, including with respect to any renewal Access Terms, Overages in arrears on a quarterly basis, and for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. Customer shall pay all Fees and other amounts due to Verint hereunder within thirty (30) days after the date of Verint's invoice and without deductions, except with respect to any amount disputed in good faith where prior notice is provided to Verint detailing the amount and reason for the dispute. The parties will immediately negotiate in good faith to resolve any dispute.

8.2 Late Payment. Time is of the essence in all payment terms.

8.3 Taxes. Customer represents that it is exempt from payment of federal excise taxes. Customer will provide its exemption certificate and federal tax identification number to Verint if requested.

8.4 Accurate Records; Audit. Customer shall keep complete and accurate records of all its obligations hereunder. Customer shall allow Verint or its agent reasonable access to audit Customer's records and systems solely to verify general compliance with the terms and conditions of this Agreement; provided Verint shall conduct such audits during Customer's normal business hours with reasonable notice, or as otherwise reasonably requested by Customer.

9 WARRANTIES; DISCLAIMER.

9.1 Limited Performance Warranty. Verint warrants to Customer that during any Access Term, the SaaS Services will be accessible by Customer, and the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy under this Section shall be for Verint to use commercially reasonable efforts to correct any Errors; provided, in the event Verint is unable to correct that nonconformity, Customer shall have the right to terminate the remaining Access Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services.

9.2 Disclaimer of Warranties. THE LIMITED WARRANTY AND EXCLUSIVE REMEDY SET FORTH IN SECTION 9.1 ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY, AND ARE EXPRESSLY SUBJECT TO CUSTOMER'S PAYMENT OBLIGATIONS TO VERINT AND CUSTOMER'S OBLIGATIONS TO MAINTAIN ITS CUSTOMER ENVIRONMENT. 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, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, VERINT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SAAS SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.

10 LIMITATION OF LIABILITY. VERINT'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND

LIMITED TO CUSTOMER'S DIRECT ACTUAL DAMAGES NOT TO EXCEED THE ACTUAL FEES PAID TO VERINT HEREUNDER. 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 CUSTOMER 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 THE SaaS SERVICE, OR ANY OTHER 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.

11 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, Customer 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 such as the Texas Public Information Act, 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.

Notwithstanding any other provision of this agreement, the parties understand that the City is Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the City receives a request for information which Verint has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the City will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the City will notify Verint of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Verint shall be solely responsible for submitting the brief and the documents in a governmental entity required to comply with the Texas Public Information Act (issue to the attorney general).

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the City shall be permitted to disclose the information unless Verint successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require the City to institute or participate in any litigation relating to an open records request for information that Verint considers to be confidential.

12 INDEMNIFICATION.

12.1 Verint Indemnity. Verint, at its sole expense, shall defend, indemnify and hold harmless Customer from any action based upon a claim that the SaaS Service used as permitted infringes any valid third-party U.S. patent, copyright, trade secret, or other proprietary right, and shall reimburse Customer for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against Customer pursuant to any such actions. If the SaaS Service becomes, or in Verint's opinion is likely to become, subject of such a claim of infringement, Verint shall be entitled, at Verint's sole option, to either procure the right for Customer to continue to use the SaaS Service, or replace or modify it so that it

becomes non-infringing. If neither of the foregoing is commercially and reasonably available to Verint, Verint may terminate the SaaS Service and refund to Customer a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services. Verint shall have no obligation or liability hereunder for any claim resulting from: (i) modification of the SaaS Service (a) by any party other than Verint, or (b) by Verint in accordance with Customer's designs, specifications, or instructions; (ii) use of the SaaS Service other than as granted in this Agreement; or (iii) use of the SaaS Service in conjunction with other products or services not provided by Verint or necessary for the operation of the SaaS Service, where such infringement would not have occurred but for such use; or (iv) use of a version of the SaaS Service other than the then-current version where Customer has requested the prior version remain in use.

12.2 Reserved.

12.3 Conditions. Each party's indemnification obligations hereunder are contingent upon the indemnified party providing the indemnifying party with prompt written notice of the claim; complete control of the defense of and the right to settle such claim; and all available information, assistance, authority, and cooperation to enable the defense or settlement of such claim. This Section sets forth the exclusive remedy of the indemnified party against the indemnifying party, and the complete liability of indemnifying party with respect to any action or claim indemnified hereunder.

13 TERMINATION.

13.1 Service Suspension. In the event Customer (i) fails to pay Verint any amounts past due, or (ii) is in breach of Section 6.2, Verint shall have the right to immediately suspend without notice any or all related SaaS Services provided to Customer hereunder.

13.2 Agreement Termination. This Agreement may be terminated as follows:

- a. By Verint immediately if Customer breaches Sections 6.2, 6.3 or 11; or
- b. By either party for material breach hereof which has not been cured within thirty (30) days after written notice of such breach or as mutually agreed otherwise in writing; or
- c. By either party at any time if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy or insolvency.

13.3 Effects of Termination.

a. Termination of Agreement. Upon termination of this Agreement, and except to the extent specified herein, (i) all fees due to Verint for the current Access Term and any other amounts due Verint shall be immediately paid, and (ii) all Customer rights to access and use any of the SaaS Services and to have any On-Premise Components installed and SaaS Access Rights shall immediately terminate without right of refund and Customer shall delete, or if requested by Verint, return all Verint Intellectual Property in its possession.

b. Customer Data. Upon termination of this Agreement for any reason other than Customer's breach, Customer may request that Verint conduct a mass export of Customer Data by placing an Order on Verint for the Professional Service needed to perform such export and payment of the Professional Services Fees applicable to such work, which will be calculated at Verint's then current rates. Upon termination for any reason and if Customer desires Verint to retain Customer Data for longer than thirty (30) days, Customer must notify Verint within fifteen (15) days after termination of the length of time Customer desires Verint to retain the Customer Data, and make payment to Verint in an amount equal to that portion of the annual Access Fee prorated to cover the time Customer requires storage of Customer Data. Payment of the foregoing fee does not provide Customer with access rights but merely provides for Verint's maintaining the Customer Data for the time period specified. Except as provided in the immediately foregoing sentence, after thirty (30) days from termination, Verint may delete and destroy all Customer Data without notice or liability to Customer.

c. Survival. Subject to the other provisions of this Section 13.3, Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including the Signature Page, Schedule A, and Sections 1.2, 5, 6, 8, 9.2, 10, 11, 12, 13.3, 14, and 15 of Schedule B.

14 GOVERNING LAW; DISPUTE RESOLUTION.

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas. 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.

14.2 Remedies. Customer acknowledges that each provision providing for ownership and/or protection of Verint Intellectual Property is material to this Agreement, and that any threatened or actual breach thereof shall constitute immediate, irreparable harm to Verint. If Customer breaches or threatens to breach any such provision, and in addition to any other remedies it may have, Verint shall be entitled, without the requirement to post bond or other security, to seek injunctive, equitable, or other equivalent relief against such breach directly from any court of competent jurisdiction.

15 GENERAL PROVISIONS.

15.1 Consent. Wherever in this Agreement consensus, approval, acceptance, or other consent is required, such consent shall not be unreasonably withheld, conditioned, or delayed; however, it shall not be considered unreasonable for Verint to withhold its consent if such consent could jeopardize the confidentiality of or Verint's property interests in and to Verint Intellectual Property or other business interests of Verint.

15.2 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Verint. Notwithstanding the foregoing, (a) such consent shall not be required if Customer assigns this Agreement to an Affiliate or in connection with a merger, or sale of all its stock or all or substantially all of its assets; provided, (i) the Affiliate or surviving entity is not a direct competitor of Verint, (ii) any such assignee has the financial and other abilities required to perform Customer's obligations and agrees to be bound in writing to Customer's obligations under this Agreement, and (iii) at the time of assignment, Customer is not in breach of this Agreement, and (b) Verint may assign this Agreement or any Order issued hereunder to any Verint Affiliate. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Customer 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.

15.3 Counterparts, Fax Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed for all purposes to constitute one and the same instrument. The parties hereby agree that hardcopy signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures for all purposes of this Agreement. Notwithstanding the foregoing, electronic mail without attachment evidencing the sending party's authorized signature in hardcopy form shall not constitute a writing for the purpose of binding that party or amending this Agreement.

15.4 Force Majeure. Except for obligations of confidentiality and payment, 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. If the event of force majeure 1) continues for a period exceeding 3 months; or 2) there is reasonable probability that it will continue for a period exceeding 3 months, then either party may terminate on 10 days written notice to other party.

15.5 Publicity. Except as provided herein, each party agrees to not publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as required by law.

15.6 Notices. All notices or other communications required hereunder shall be made in writing and shall be deemed to be effectively given: (i) if made available to Customer's Personnel by Verint posting such notice to the SaaS Service; (ii) if hand delivered, when received; (iii) if faxed, on the date of the sending party's receipt of confirmation of transmission; or (iv) if mailed for overnight delivery, when delivery by the overnight carrier is made, in each instance at the applicable address set forth on the Signature Page. Such addresses may be updated by a party from time to time by providing notice to the other party in accordance with the terms of this Section. For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by electronic mail. Each party may change its notices address by giving notice in the manner set forth herein.

15.7 Severability; Waiver. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties agree to negotiate in good faith an amendment to replace the rights and obligations contained in such invalid or unenforceable provision to cause it to be valid and enforceable; provided, if the parties are unable to agree on such amending terms, a court of competent jurisdiction or arbitrator (as applicable) shall so amend and restate such provision in light of the parties' apparent original intent. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder, including the right of such party at any time to seek such remedies as may be available for any breach or breaches of such term or condition.

15.8 Miscellaneous. The official language of this Agreement is, and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions shall be in English. Translations of this Agreement shall not be construed as official or original versions. Headings are for convenience only and do not define, interpret or limit the scope of any provision hereof. In all cases, the use of "includes/ing" shall mean "includes/ing without limitation". References to a particular section within a schedule or other document expressly attached to the Signature Page shall serve to reference the applicable section within that schedule or document, unless otherwise specified therein. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. No exclusive rights are granted by this Agreement. All rights or licenses not expressly granted to Customer herein are reserved to Verint, including the right to license the use of the SaaS Services and any Software to other parties. 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.

SCHEDULE C
SERVICE LEVELS

This Schedule C is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule C is attached.

1 **SERVICE AVAILABILITY.**

1.1 **Uptime.** Verint will use commercially reasonable efforts to ensure that the Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. Daily system logs will be used to track Scheduled Downtime and any other Hosted Environment outages. Scheduled Downtime will not exceed eight (8) hours per month and will be scheduled in advance during off-peak hours (based on ET). Verint will post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime that will exceed two (2) hours. The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the Hosted Environment is not accessible or does not permit Customer to log on, to when the SaaS Services permits Customer to log on and access the Hosted Environment.

1.2 **Service Level Credits.**

If Verint does not meet the Uptime levels specified below, Customer will be entitled, upon written request, to a service level credit ("**Service Level Credit**") to be calculated as follows:

- If Uptime is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
- If Uptime is 99.75% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or
- If Uptime is 99.50% to 99.74% (inclusive) of the month's minutes, Customer will be eligible for a credit of 7.5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or

- If Uptime is less than 99.50% of the month's minutes, Customer will be eligible for a credit of 10.0% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint.

Customer shall only be eligible to request Service Level Credits if it notifies Verint in writing within thirty (30) days from the end of the month for which Service Level Credits are due. In the event after such notification Verint determines that Service Level Credits are not due, or that different Service Level Credits are due, Verint shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer's request and Verint's confirmation of available credits. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels.

1.3 **Exceptions.** Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: (i) prompt payment by Customer of all Fees, (ii) Customer performing all Customer obligations (including, without limitation, establishing and maintaining the Customer Environment), (iii) Customer's continued compliance with Section 6.2 of Schedule B, (iv) Customer agreeing to use of the most current version of the SaaS Service, and (v) the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event.

2 **SUPPORT.** During any Access Term, Customer Designated Employees 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 specific SaaS Services subscribed to by Customer. The contact information for Verint technical support personnel, support hours applicable to the SaaS Services, and Error type classifications and response times can be found at <http://www.verint.com/corporate/misc/verint-america-cloud-support.pdf>.



Global Maintenance and Support Plan

August 1, 2017

Customer Engagement Optimization Solutions

This document contains confidential and proprietary information of Verint Systems Inc. and may not be distributed to persons or organizations for which it is not intended.

VERINT.



About Verint Global Support

"Verint Global Support" aims to provide world-class support. Verint offers a variety of support plans for Customers to subscribe to as each Customer deems appropriate.

Verint Global Support provides maintenance and support for Products provided to Customers¹ of Verint, in accordance with the terms and conditions of this Maintenance and Support Plan ("Support Plan"), and the agreement executed between Verint and its Customer. The terms of support will depend on the specific terms of Customer's Agreement with Verint, and the level of Support subscribed to by Customer. The terms of this Support Plan are subject to change at Verint's discretion.

Notwithstanding any changes made by Verint to the Support Plan, the Support Plan in effect for each Support term is the plan in place at the time of subscription and will continue through that Support term. If during any Support term Verint revises the Support Plan, the revised Support Plan will not be effective until Customer's first renewal of Support following the announcement of the revised Support Plan.

The "Support Plan" summarizes the terms of the maintenance and support for Products provided to Customers by Verint. It also details the availability of corrections, patches and new versions of Software products and identifies the supported Customer's responsibilities.

Products (inclusive of all Versions and Updates) must be properly installed and configured by Verint or a Verint Verified Partner² in order to receive support³.

Subject to the terms below, Support includes assistance with procedural questions and error messages, troubleshooting of suspected material Product defects and Errors, access to Error Corrections (code corrections), Service Packs, Updates and Versions as set forth herein. Verint will provide access to Product Updates when they are made Generally Available. The method of correcting material Product defects or Errors may include program corrections, a direction as to how to avoid an Error, or the implementation of an Update, or a new Version. Support is provided for Software issues that are demonstrable in the currently supported Versions of a Verint licensed program and running unaltered in a computing environment that meets Verint's minimum specifications including, but not limited to, on a certified hardware, database and operating system configuration.

Keep in mind that if, during the troubleshooting process, the source of the issue is determined to be the result of either altered Verint Product or non-Verint products, the time spent performing analysis of the issue is billable to Customer and Customer must pay for such out-of-scope service at the then-current pricing.

Product Version and supported platforms information is available through Verint's web-based Customer support system.

Support is provided in local language as, and when, available.

¹ A "Customer" as referenced in this Support Plan is either (i) a direct customer of Verint (where the customer has purchased support services directly from Verint), or (ii) a partner of Verint (where that partner has sold support services to its end user, with a portion of those fees paid to Verint for the performance of its tiered obligations) and that partner's end user. With respect to partners, please see your master reseller agreement for delineation of tiered responsibilities in supporting partner end users.

² A Verint Verified Partner is an organization that has been confirmed by Verint to have completed the Verint recommended training accreditations and as having met all other Verint partner program criteria.

³ With the exception of patches and hotfixes installable by Designated Employees.



Plan Summary

The following table provides a list of the various services included in each of the Support Plan levels.

Item	Premium Plus ⁴	Premium	Standard ⁵	Basic ⁶
24 x 7 product support for Priority 1 and Priority 2 incidents	X	X		
Product support for all Priority levels during Local Business Hours	X	X	X	X
Priority incident queuing	X	X		
Software Updates and feature packs (does not include services)	X	X	X	
Software patches, HotFixes (does not include services)	X	X	X	X
24 x 7 access to the Verint web portal including access to Product documentation, patches and feature packs downloads and web ticketing	X	X	X	X
Remote access and diagnosis	X	X	X	X
Defined incident response	X	X	X	X
Targeted Response Times (hours)				
Priority 1	1	1	2	4
Priority 2	2	2	4	8
Priority 3	Next business day	Next business day	Next business day	2 nd business day
Priority 4	Next business day	Next business day	2 nd business Day	2 nd business Day
Replacement Parts ⁷	Included	Included	Included	Included
User conference passes	2 per year	2 per year	0	0
Assignment of Support Account Manager who will provide the following during local Business Hours:	X			
• Support Incident Reviews	X			
• Monthly Metric Reporting	X			
• Monthly Metric Review Meetings	X			
• Patch and HotFix release planning	X			
• Release note review sessions	X			
• Support Liaison for incident escalations	X			
• Point of contact for Support needs	X			
• Review of updates on relevant support topics	X			
• Attend one site visit per year	X			

⁴ Available in select markets. Not currently available in the APAC or EMEA regions.

⁵ The Standard Support Plan level is the only plan available for Enterprise Feedback Management (EFM) Software and Retail Financial Services (RFS)

⁶ Available in select markets only. Not available in the North, Central, South America, Australia or New Zealand.

⁷ Solely for Hardware provided by Verint to Customer under the Agreement



Additional Services ⁸ as described below:	X			
Three (3) business day "health check" that may include consulting, application consulting or an architecture review by Verint's seasoned consultants.	X			
Two (2) 8-hour AdviceLine packages	X			
Four (4) Verint University credits ⁹	X			

"Local Business Hours" are those applicable time periods set forth in the **Verint Support Contact Information table**.

⁸ Scheduled via a Verint Professional Services Director (or their designate) [the "PSD"] is the point of contact for Customer to schedule these services at no additional cost to Customer. Note: These services must be consumed at one time during the applicable Support term and any services that remain unused during a Support term are forfeited and do not carry over into the following Support term.

⁹ "credit" is one (1) day of training for one (1) person.



Verint Support Contact Information and Local Business Hours for all Products excluding KANA

Region	Verint Contact Center Location	Contact Information	Local Business Hours ¹⁰
Americas	North America	Web Portal: EFM: http://vovici.com/support RFS: http://gmt.zendesk.com All Other Products: http://online.verint.com Phone: 888-9-VERINT (888-983-7468) 770-754-1870 Email: EFM: efmsupport@verint.com , RFS: rfshelp@verint.com All Other Products: contact.center@verint.com	8:00am – 8:00pm Mon – Fri ET
Asia Pacific (APAC)	Israel	Phone: +972 9 962 5881 Email: em.support@verint.com	9:00am – 6:00pm Sun – Thu
	India	Phone: +91 124 4159555-666; +91 98 99 55 59 97 Email: HD_India@verint.com	9:00am – 6:00pm Mon – Fri
	Hong Kong	Phone: +852 8103 0104 Email: HK_WAS_SUPPORT_CCD@Verint.com	9:00am – 6:00pm Mon - Fri
	Australia & New Zealand	Phone: 1300 VERINT (1300 837468) within country +61 2 8907 0300 – outside country Email: ANZ-support@verint.com	9:00am – 6:00pm Mon – Fri
	Japan	Phone: +813 6261 0970 Email: Japan_helpdesk@verint.com	9:00am – 6:00pm Mon - Fri
Europe Middle East and Africa (EMEA)	UK	Web Portal: EFM: http://vovici.com/support All other products: http://online.verint.com Phone: +44 (0) 845 843 7333 Email: EFM: efmsupport@verint.com ; All other products: customersupport.emea@verint.com	8:00am to 6:00pm Mon – Fri
	Netherlands Customers Only	Web Portal: http://kayako.verint.com Phone: +31(0)20-7991999 Email: nl-support@verint.com	8:00am to 6:00pm Mon -Fri
	Belgium Customers Only:	Web Portal: http://kayako.verint.com Email: be-support@Verint.com	8:00am to 6:00pm Mon – Fri

Verint Holidays can be found at <http://www.verint.com/verint-holiday-schedules/>.

¹⁰ All local business hours listed are exclusive of Verint Holidays observed in that center



Customer Engagement Management (KANA) Support Contact Information and Local Business Hours

	AMERICAS	EMEA	UK	AUSTRALIA	SINGAPORE	HONG KONG
Hours	8:00am - 6:00pm local time					
Telephone	1-866-753-KANA (5262)	+31-20-2015217	+44 (0) 844 478 0415	+61-3862-37224	+65-6415-5154	+85-2300-27863
Email: Engagement Management	KanaEnterpriseSupport@kana.com					
Email: Government Engagement Management	support@kana.com					
Web:	http://kanacommunity.verint.com/					

Priority Level Definitions

Incident Priority	Description
Priority 1	Error in a production environment causing the Software to be completely down and inoperable.
Priority 2	Error in a production environment causing intermittent system down and inoperability, or a major part of functionality to be generally unavailable.
Priority 3	Error causing low business impact or minor functionality to be unavailable.
Priority 4	Error not affecting normal business operations.

Support Tools

The Verint web portal¹¹ provides a set of tools to allow your organization to open new support incidents, search existing support incidents and obtain general Software information, documentation and customer installable patches and HotFixes. In particular, the Verint web portal provides customers with the ability to log incidents and get product information 24 hours a day, seven days per week, excluding downtimes for routine maintenance or unforeseen outages.

¹¹ APAC non-KANA) Customers who do not have web portal access should reach out to their local Support center via phone or email utilizing the contact information presented earlier in this document.



Support Tools set-up, Enablement, and Access

At least one of the designated Customer contacts within your organization must be identified as the administrator. This individual must be trained on the Verint system and will be responsible for tracking license compliance and performing day to day monitoring, health checks and system maintenance as well as requesting new user access. Your organization may assign as many Verint trained administrators as required to meet the business needs (i.e. geographical considerations, back-up coverage, etc.) subject to licensing limitations related to certain products as set forth in orders.

The first step in assigning an administrator is to have them added as a Designated Employee within the Verint Incident management system and to be registered for access to the Verint web portal by the Verint Support team. Additionally all other Designated Employees will need to be added to the Verint Incident management system and to obtain their own login to the web portal. Please contact your local contact center for assistance in adding contacts and obtaining web portal access.

The following is available to registered users of the Verint web portal:

- Verint Global Support contact information
- access to the Web Incident module which includes the ability to:
 - enter support incidents via the web
 - search, view and report on existing support incidents
 - update notes, attach files and/or close existing incidents
- obtain product downloads as entitled under the level of Support to which you are subscribed
- obtain customer installable Software patches and HotFixes¹²
- access the Verint Extranet to obtain product documentation and other valuable information

Support Process

Verint Global Support is the focal point for all Customer requests related to the use and support of licensed Product. To initiate a request a Designated Employee should log an incident with Verint Global Support. For the most efficient handling it is recommended that the issue be logged in the Verint web portal where available¹³ utilizing the web portal link for the product and region as outlined in the Contact Information section of this document. Alternatively the Designated Employee may contact Verint Global Support via phone to report the issue. Support incidents related to Product Errors are assigned to a Product Support Specialist based on the priority level of the Error and the order in which they are received.

Customers may submit incidents via the Verint web portal on a 24 x 7 basis to be addressed during plan hours. Priority 1 issues must be reported via the telephone support line¹⁴.

The following information is needed when opening a support incident:

- Customer name, contact name, phone number, cell/pager number and email address. This information will be auto-populated in the web incident based on customer login
- Site location impacted
- Product, Product version and information on all systems within the environment
- System connection details
- Detailed description of the problem including description of events leading up to the problem

¹² For selected products.

¹³ APAC region customers reporting issues for products other than Customer Engagement Management (KANA) products should email their local Verint Contact Center using the agreed template containing the information described above.

¹⁴ Outside of local business hours Customers subscribing to the Premium or Premium Plus plan must report priority 1 and priority 2 issues via the telephone.



- Number of users impacted
- When the problem began (date and time)
- Steps taken to troubleshoot and remedy the issue
- Where in the application the symptom(s) present themselves
- Whether the issue can be reproduced on demand with a non-modified version of the Software
- Description of any attempts that have been made to reproduce the issue. Provide documentation and data, if applicable, along with the exact steps taken to reproduce.
- Screenshot of error, or if screenshot unavailable, detail of exact error message displayed.
- Summary of any and all configuration and/or process changes made to the Product and/or Customer Environment recently.
- For Partners additional information will be needed including:
 - Description of Troubleshooting performed
 - Log files and associated analysis
 - Environmental errors if applicable

Remote Diagnostic Tools

The Product Support Specialist assigned to an incident will assess whether remote problem diagnosis will expedite the analysis, troubleshooting and resolution of the reported issue. Remote diagnostic tools are used if the Customer agrees to allow remote access in order to expedite the analysis of an issue. Product Support Specialists may require system administrator or Verint administrator capabilities to perform command line functions when connected to Customers' systems. If remote access is not authorized, additional charges may apply.

Verint Global Support utilizes industry standard tools such as WebEx to provide collaboration for application sharing and problem diagnosis. In certain cases point to point VPN may also be considered. If remote access is not authorized, time to resolution may be impacted, and additional charges may apply.

Incident Management

Incident management includes the following:

- Priority classification, triage and discovery
- Assignment of incident ownership, monitoring, tracking and communication with Customer
- Investigation and diagnosis
- Provision of workaround and/or Error Correction as available

Incident Closure

Incidents will generally be closed with Customer's consent. However, incidents will be deemed closed if Customer is unresponsive to multiple attempted communications by the Verint Global Support team. Additionally, Customer may close an incident via the Verint web portal should they determine the issue is resolved or that assistance is no longer required.

Re-opening Incidents

An incident may be re-opened within 30 calendar days of closure by contacting your local Support center.

Escalations

In the event that an issue needs to be escalated, please contact your local Support center and reference your incident number.



Incident Updates

The Verint web portal provides visibility to your support incidents. Verint will use commercially reasonable efforts to provide you the status of open and active incidents based on the priority level of the applicable request.

Verint Responsibilities

The following terms define Verint's roles and responsibilities.

- Assistance with Error messages — Verint Global Support staff are available to help Customers interpret job logs and/or Error messages.
- Assistance with the interpretation of Software Documentation — Verint Global Support can provide Customers with assistance in interpreting Verint Product Documentation.
- Clarification of Software Use — Difficulties may be encountered if Verint Software is used in a manner contrary to the Documentation. In these instances, Verint Global Support may clarify the Verint documented use and may advise alternative options that comply with the Documentation. When training is required, Support personnel may refer Customers to the Verint Professional Services team to purchase and schedule training and/or consulting. Verint Global Support does not deliver training or consulting as part of these Support services.
- Isolation of a suspected Error— If a Customer suspects the Verint Software is not operating as the Documentation indicates and opens an incident, Verint Global Support will work with the Customer to diagnose the suspected Error provided the Error can be replicated.
- Incident technical escalation management — Verint Global Support staff serves as a liaison with Verint Product Development to analyze Software issues and provide Software Updates when Verint deems warranted.
- "How to" assistance –
 - Allows Designated Employees to ask common procedural questions that can typically be answered within a fifteen (15) minute time period that they have with their Verint Products.
 - Covers processes, Software functionality, and Software feature-related questions.
 - Is not a substitution for training and is not intended to, nor does it substitute for, ordinary professional services when implementing Verint Products.
 - Verint reserves the right to review the incident volume and usage of "How to" assistance. At Verint's sole discretion, Verint may refer the Customer to Verint sales for guidance and assistance on the purchase of appropriate services such as Verint AdviceLine or other Verint consulting or learning services.
- Troubleshooting of issues through remote diagnosis — When Support personnel are assigned to an incident, all commercially reasonable attempts are made to resolve the incident in a timely manner. Sometimes this includes remote diagnosis to troubleshoot the suspected issue.

Customer Responsibilities

Customers who have a current subscription to a Verint Support Plan level should reference the applicable chapters in this Support Plan that define the Support services they are eligible to receive under that Support Plan level.

What to do Before Reporting a Support Issue

The following is required to enable Verint to perform Verint's obligations under this Support Plan. Should Customer fail to provide the required information and/or perform Customer's obligations described in this Support Plan Verint may discontinue providing Support services for the incident involved.



- Designate a resource as the Customer contact who is appropriately qualified, English speaking¹⁵, and who has successfully passed Product training provided by Verint or its authorized third party, on Product operation, administration, and system maintenance. This Customer contact will serve as the primary point of contact with Verint, or its authorized third party, for all support activities performed hereunder.
- Promptly inform Verint Global Support when a change in your Designated Employees occurs
- Use Verint supplied self-help tools on the Verint Support portal prior to opening a support incident
- Perform proactive monitoring of solution; evaluate and act on system alarms as needed
- Complete routine tasks as specified in Verint Documentation
- License, install and maintain antivirus software. Ensure antivirus software is compatible with the Microsoft operating system and is configured according to Verint configuration specifications.
- Shut down and restart systems in a controlled manner and perform subsequent testing to ensure all is in working order.
- Perform daily checks on all system components including the use of proactive monitoring tools and loggers
- Validate and maintain system configuration records (pre and post change), including moves and other changes
- Perform full system backups of data and configuration
- Create and maintain necessary backup and recovery processes for the Verint Products
- Create and maintain necessary backup copies including the log files of the Verint Software
- Install third party updates in accordance with Verint's recommendations, certification document, and/or change management
- Maintain accurate records of all support activity during the incident lifecycle and monitor trends
- In the event Customer engages a third party to assist in the maintenance and/or running of Customer's Environment (subject to the Customer's Agreement), ensure such third party is Verint trained.
- Assist Verint with Incident management, including:
 - Initial investigation
 - Data collection (database files, log files, crash dumps, error messages, trace files, screen shots, etc.)
 - Troubleshooting
 - Restoration of service by implementing a known work around
 - Restarting services as required to maintain availability
 - Involvement with resolving incidents or problem root cause analysis
- Provide Verint remote access. Response time targets assume Customer's timely provision of remote access.
- Ensure availability (on-site if necessary) of expert personnel (including any necessary third party experts and regardless the time zone where the expert resides) to work with Verint through incident resolution during the Support hours defined by your level of Support plan.
- Establish and maintain a non-production Verint Product test environment that is managed and maintained to a similar standard as Customer's production environment (e.g. same version levels

¹⁵ Support is provided in local language as, and when, available.



for Product and third party software). Due to the potentially unlimited combinations of environments in which Customers may be operating, Verint is not able to emulate each Customer's environment when attempting to replicate a reported Error. Therefore, the initial tests to determine if an Error exists within a Customer Environment must be performed by the Customer prior to reporting the Error to Verint.

- If Verint determines Verint must travel to the Customer site to perform Verint's duties hereunder, Customer is required to provide Verint with reasonable access to the applicable physical site as well as to the data relating to the operation of the Product at that site and an adequate working space and facilities. Related travel expenses are not included within this plan and are billable to Customer.
- Permit only trained and certified personnel to use and administer the Verint Products.
- Permit only trained Verint or Verint Verified Partner individuals to install, upgrade, configure or troubleshoot the system.
- Maintain sufficient computing system resources to support Customer's usage volumes and use any and all necessary system management tools to monitor and manage the Verint Products.
- Customer must secure Verint agreement to billable assistance at least 14 days prior to Customer undertaking any planned changes in the computing environment and create all appropriate testing and reversion plans.
- Notify Verint of all site changes or license moves.

Fault Replication

As a part of the troubleshooting process, Verint Global Support may ask you to replicate and document the issue in your test environment. Verint will also attempt to replicate the issue in Verint's internal laboratory and verify if the issue exists on the latest Software revision.

While Verint will use every reasonable endeavor to troubleshoot an issue, if the issue can't be replicated, Verint may instruct Customer to put controls and logging in place so that in the event the issue recurs sufficient information might exist to enable a more precise determination of the cause. In these cases the Support incident may be closed and re-opened when, and if, the issue recurs and the logging is available to investigate further.

Product Error

If the issue appears to be an Error, the Product Support Specialist will determine whether a fix or workaround exists.

Protecting Your Data

Your company is responsible for all data resulting from or relating to the use of any Products, including, without limitation, all data inputs, data outputs and the quality, accuracy, and integrity of any data. In addition your company is responsible for the preservation, maintenance, storage, and backup of all of your Verint databases consistent with accepted database administration standards. Prior to permitting Verint to access and support as provided in this Support Plan, Customer must ensure any data related to the applicable system is backed up.

Verint is not responsible for remediating any lost or corrupt data resulting from an Error in the Products or the provision of Support under this Support Plan. Additionally, Customer understands that Verint is not responsible for any data replication, manipulation, merging, or recovery efforts under this Support Plan.



Exclusions to Support

Verint Global Support will use commercially reasonable efforts to identify a root cause and provide technical solutions for all Errors provided the Product is in good working order as of the start of the then-current Support term and has been, and continues to be, maintained by Customer in accordance with the Documentation. This Support Plan does not cover support for Errors in any Product where that Error is a result of:

- Customer's failure to: (i) correctly install Updates or other modifications to the Product provided by Verint, (ii) prepare a computing environment that meets the specified Customer Environment prior to Product installation or to maintain such Customer Environment and Product thereafter, (iii) grant access and security authorization, or (iv) provide necessary communications mechanisms;
- Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Product; or problems to or caused by products or services not provided by Verint. This includes:
 - Customer installing and/or updating
 - "Anti-Virus" software
 - "Microsoft operating system software Service Packs and Updates"
 - other third-party products
 - Issues relating to Customer Environment such as network, telephony or desktops.
- Reinstallation of software due to equipment failure or reason other than due to Error in Software
- Installation, upgrade and/or configuration of Software by any party other than Verint or a Verint Verified Partner trained resource shall automatically relieve Verint's obligations under this Support Plan.
- Product modification, amendment, revision, or change by any party other than Verint or Verint's authorized representatives
- Issues related to electrical failure, internet connection problems, any issue related to data including but not limited to: data input, output, integrity, storage or back-up and any and all other external and/or infrastructure problems, which shall be deemed under Customer's exclusive control, and Customer's sole responsibility
- Virus remediation

If after investigation Verint Global Support determines that the issue and/or Error is attributable to one or more of the above, Verint reserves the right to invoice Customer for the total amount of time spent by Verint addressing such issue and/or Error at Verint's then-current time and materials rates.

Additional "For A Fee" Services

In addition to the exclusions set forth above, the following items are also considered outside the scope of Verint maintenance and support and may be purchased by Customer from Verint via an order for services. This is not an all-inclusive list.

- Updates to the Software integrations provided by Verint
- Reinstallation of the Software
- Except as expressly stated otherwise herein, installation of any Verint Software patches. Updates, Versions or any product upgrades
- Reconfiguration of any Products related to moves, adds or changes such as Customer changes to the Customer Environment or to third-party products
- Support of Customer server certification activities / Security certificates (SSL certificate updates)
- Consulting on technical configuration or set up of advanced features (i.e. SNMP set up and email configuration, disaster recovery/fail-over configuration and testing, Desktop Process Analytics tags, etc.)
- Solution audits, health checks and solution validation



- Solution design modifications (hardware/software relocations, hardware component modifications, or services related to problems resulting from solution design modifications not performed by Verint or an authorized Verint partner)
- IP address changes
- Decommissioning of sites
- Out of hours standby assistance for a Customer planned event
- Requests for scripting and reports
- Data cleanup, merging, or recovery efforts
- Phonetic boosting for Verint Speech Analytics Software
- Onsite support assistance

Maintenance and Support Fees

Support fees are due and payable annually, unless expressly stated otherwise in the relevant order document or Customer-specific agreement. A Customer's purchase order and/or other required documentation is required to process the annual Support renewal with Verint. Invoices are issued upon receipt of the required purchase order and/or other documentation and are sent to the billing address designated. Failure to submit the required purchase order and/or documentation and to make payment of the applicable annual Support fee prior to the expiration of the then-current Support term will result in termination of Support.

If a Customer's Support contract auto-renews pursuant to the Customer-specific agreement and Customer fails to provide either notification of changes to the next year's Product configuration and/or notification of intent to cancel to Verint at least sixty (60) days prior to the expiration of the then-current Support term then Support will be deemed renewed for the next annual term and Customer is obligated to pay the applicable renewal fee.

In the event Support coverage lapses, Customer may request that Verint reactivate Support coverage subject to the following:

- Verint will assess the Product operation, and Customer agrees to reimburse Verint for those services and related expenses required to assess and restore Product to its normal operation, including, but not limited to, Verint's installation of Updates;
- Payment by Customer to Verint of the then-current Support fees for the then-current annual Support term; and
- Payment by Customer to Verint of the Support fees that would have been paid during the expired Support period(s), plus an additional (a) twenty-five percent (25%) of the total Support fee for both the lapsed time period and the then-current Support term if the lapsed period between the expiration or termination of the last Support term to which Customer had subscribed is six (6) months or less; or (b) fifty percent (50%) of the total Support fee for both the lapsed time period and the then-current Support term if the lapsed period is greater than six (6) months.

SUPPORT PERIOD

Unless expressly stated otherwise in the applicable Product order or Customer-specific agreement, the initial Support term for Products commences on the applicable Product order date and continues for twelve months thereafter. Support terms are non-cancelable and Support fees are non-refundable. Verint is not



obligated to provide Support after expiration, non-renewal and/or permissible termination of Support due to an uncured breach as set forth in the Customer-specific agreement.

Support Plan Consistency

Customer must subscribe to the same level of Support for all licenses of any and all Products and all other Products that are utilized in conjunction therewith or on which a dependency exists (e.g. Standard or Premium).

Reduction of Licenses and Support Pricing for Renewal Terms

Customer may elect to "suspend" Support for a limited number of licenses by providing Verint sixty (60) days prior written notice and delivery of a completed "License Use Reduction" ("LUR") form. As a result of suspension of licenses, Customer may not use those licenses in any way however, Customer will pay to Verint a "suspension maintenance fee" on an annual basis equal to twenty-five percent (25%) of the Support fee that would have been paid had Customer not "suspended" such licenses. Furthermore, Customer will be required to apply a new license key which will limit the licenses to the amount remaining active after such LUR. If a subset of licenses are suspended the new Support fees for the remaining licenses are calculated based on a pro-rata basis. Customer may "reactivate" suspended licenses at any time by signing a "License Reactivation" form and by paying to Verint (i) the remaining seventy-five percent (75%) of the annual Support fees that would have been paid had Customer not suspended such licenses, plus (ii) the annual Support fee for the reactivated licenses at Verint's then-current rates.

Termination of Support for All Licenses

If Customer notifies Verint with sixty (60) days' prior written notice before expiration of the then-current term that Customer is terminating the Support for all licenses of all Products held by Customer, Customer will pay to Verint fifteen percent (15%) of the annual Support fee that Customer would have paid had Customer not terminated Support for all licenses held by Customer.

If Customer fails to notify Verint with sixty (60) days' prior written notice before expiration of the then-current term that Customer is terminating the Support for all licenses of all Products held by Customer, Customer will pay to Verint fifty percent (50%) of the annual Support fee that Customer would have paid had Customer not terminated Support for all licenses held by Customer.

Once Support for all licenses has been terminated, Verint will not reinstate Support for any or all of such licenses.

Verint Software Not Covered Under a Support Plan

Customers that have no Support subscription for any Products and/or have some Products that are not covered by a Support Plan are not entitled to report Errors and/or issues, download or receive Updates, patches, fixes, telephone assistance, access to online support services, or any and all other services set forth in this Support Plan. Software licensed for trial use or demonstration purposes may not be used to update any unsupported Software.

Return Authorization

For Customer's with Hardware covered by this Support Plan, Verint shall provide replacement parts to Customer on an as needed basis to correct Errors associated with that Hardware. Replacement parts may be new or refurbished. Verint will test each replacement part, and will configure any replacement parts in accordance with Customer's instructions and specific configuration requirements. The provision of replacement parts by Verint does not include any additional hardware that may be required by Customer as a result of changes in their Customer Environment or changes in Customer's use of the Product.

Any defective part, component or item of Hardware, whether or not as an update, shall become the property of Verint. Similarly any part sent to Customer that is not ultimately used to correct an Error is the property of Verint. It is the responsibility of Customer to return all defective and unused part(s) to Verint, and the risk



of loss for such parts remains with Customer until Verint's actual receipt of those parts. Verint will generate an invoice to Customer in the event any parts subject of this Section are not returned within 7 business days.

Customer shall provide customs clearance in the country where Support is provided. Shipment of any parts must conform to Verint's Repair Material Authorization ("RMA") procedures.

Verint does not guarantee the timeframe for replacement hardware to arrive at a Customer site. Delivery is dependent on a variety of reasons including, but not limited to, customs inspection, equipment availability, resource availability, etc.

Return Authorization

Upon identifying a faulty component covered by this Support Plan, Customer should open a trouble incident using the service call procedure outlined above and obtain an RMA number from the regional Verint Support Center. RMA shipments to Verint must be shipped CIP (Cost and Insurance Paid), or equivalent, as per Incoterms 2000. RMA shipments from Verint to Customer will be shipped as DDU (Delivery Duty unpaid), or equivalent, under Incoterms 2000. The RMA number should be clearly marked on the returned item, as well as the package and shipping documents. Each RMA shipment to Verint should contain a clear 'ship to' return address for the return shipment to Customer.

Advance Return Material Authorization (RMA)

Advance RMA of critical parts is available in certain circumstances. For the Advance RMA process, Verint will ship replacement parts to Customer in advance of receiving the Customer's defective part. Customer must return the defective part for receipt by Verint within 7 days of shipment of the replacement part. All defective parts returned to Verint must be shipped CIP. In the event Verint does not receive the defective part back from Customer within 30 days of shipment of the replacement part, Verint shall invoice Customer for the full list price of that part, and Customer agrees to pay that invoice in accordance with the Agreement payment terms.

Extended Support

The terms and conditions of this Support Plan are subject to Customer installing and operating the then-current Generally Available Version of a Product. Verint will provide Support hereunder for each Version of a Product up to End of Mainstream Support (which, unless otherwise extended by Verint via notice in writing, including on Verint's related Support website, occurs three (3) years after End of Sale). For clarity, please see the table below indicating the Support provided during the lifecycle of Versions:

Software Updates	End of Sale to End of Mainstream Support	End of Mainstream Support to End of Maintenance	Post End of Maintenance
Existing Error Corrections/Workarounds	Included	Included	N/A
New Error Corrections/Workarounds	Included	N/A	N/A
Product Support access	Included	Included	N/A
New Versions ¹⁶	Included	Included	N/A

- Please note that Verint will not provide certifications with new third party products /versions during the extended Support time periods identified in this Section.

¹⁶ New Versions may require the procurement by Customer of additional hardware, related third party software and/or installation and configuration services.



Other

Customer agrees that any feedback, enhancements, functionality requests and other comments provided to Verint are provided freely, and Verint shall be free to (or not to) use, disclose, reproduce, license or otherwise distribute, and exploit those comments as Verint sees fit, and entirely without obligation or restriction of any kind.



Definitions

All definitions shall be as defined herein and if not so defined shall be as defined in Customer's Agreement with Verint for the license and/or purchase of Product.

"Agreement" means a fully executed agreement with terms and conditions governing the license and/or purchase of Product, and the provision of support services by Verint.

"Customer" means an entity with an Agreement executed between it and Verint, where that entity is (i) a direct customer of Verint, or (ii) a partner of Verint that sells and/or licenses products to end users.

"Customer Environment" means the computing environment (excluding any software and/or hardware expressly provided by Verint under the Agreement) separately procured, prepared and maintained by Customer for the use and operation of the Product, which meets Verint's then-current minimum Product requirements.

"Designated Employees" means a reasonable number of Customer Personnel (including Customer's system administrator) who have received training from Verint on the applicable Product. Designated Employees may be changed by notice to Verint. Designated Employees must have the authority of the Customer to connect Verint support personnel to their Verint system and authorize system changes and/or updates in accordance with the Customer's internal change control procedures. Designated Employees may be changed by notice to Verint. **"Documentation"** means Verint's documentation delivered with the Software and/or Hardware describing the specifications and use of the Software and/or Hardware in the Customer Environment.

"EoS" or "End of Sale" means a Version of a Product is no longer sold (excluding any expansion sales of existing installations, which shall not serve to extend the EoS period). End of Sale occurs when either (i) Verint releases the next Version of that Product, or (ii) Verint issues notice, either in writing or on its related website, that it no longer intends to sell that Product.

"EoMS" or "End of Mainstream Support" means, unless otherwise extended by Verint via notice in writing, including on Verint's related Support website, the period ending three (3) years after EoS.

"EoM" or "End of Maintenance" means the date announced by Verint as the last day in which any Support will be provided by Verint for that Version of the Product, or if applicable, that Product; provided such date is after the date applicable to EoMS. In the event Verint does not announce a specific date for EoM, EoM shall occur twelve (12) months from EoMS.

"Error" means a failure of the Software and/or Hardware to substantially conform to the Documentation that Verint can replicate or Customer can duplicate.

"Error Correction" means revisions, modifications, alterations, and additions to the Software, provided by Verint to Customer as bug fixes or workarounds to resolve Errors.

"Generally Available" means the date on which a Product or Version of a Product is available for sale or license to Verint's general customers.

"Hardware" means computer and related equipment provided by Verint to Customer under the Agreement and this Support Plan. The term "Hardware" shall not include any hardware that is required as part of the Customer Environment and not provided by Verint as specified on an order with Verint.

"Product" means collectively, the Hardware, Software and related Documentation provided by Verint to Customer under the Agreement.

"Software" means the computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed under the Agreement and all permissible copies thereof.

"Support Plan" means the terms and conditions contained in this document.

"Updates" means periodic improvements or additions to the Software, including Error Corrections, Versions and other changes to the Software, that may be provided hereunder, if so specified for the Support



Plan level subscribed to by Customer, but excluding any new Software feature or substantial additional functionality which, in Verint's sole discretion, is subject to additional fees.

"Verint" means the specific Verint entity that has executed an Agreement with Customer.

"Version" means the Software configuration identified by a numeric representation, whether left or right of the decimal place.