

**END-USER LICENSE AGREEMENT (EULA)**  
**for NICE Software and Solutions**  
(Version 8.3)

This End User License Agreement (“**EULA**” or “**Agreement**”) contains the terms and conditions that govern your (“**Licensee**” or “**you**” or “**your**”) access to and use of NICE EnginFrame and NICE DCV (together with any updates or enhancements, and accompanying documentation, “**Software**”) and NICE DCV Web Client software development kit (“**SDK**”). As used in this EULA, “**NICE**” means NICE, S.r.l. with principal offices located at Via Millivacca, 9 – 14100 Asti – Italy (“**NICE IT**”), except that if Licensee is located in the United States, “**NICE**” means NICE USA LLC, with principal offices at 410 Terry Avenue North, Seattle, Washington, 98109-5210 (“**NICE US**”). This EULA supplements the AWS Customer Agreement posted at [aws.amazon.com/agreement](http://aws.amazon.com/agreement) or other agreement with NICE or an affiliate governing your use of NICE services (the “**Customer Agreement**”), and unless otherwise defined in this EULA, capitalized terms will have the same meaning as set forth in the Customer Agreement.

**1. LICENSE TO AND USE OF THE SOFTWARE.** The Software may be accessed and used only in accordance with this EULA and the Customer Agreement, and subject to these terms:

(a) You are granted a limited, non-transferable, revocable, non-sublicensable license to install and use the Software for your internal business purposes only and only in the quantity that you have purchased from NICE or an authorized reseller of the Software, or to the extent your use has otherwise been authorized by NICE or Amazon Web Services.

(b) if you requested access to the Software to evaluate its features and functionality, you are granted a limited, non-transferable, revocable, non-sublicensable license to install and use the Software for your internal evaluation and testing purposes only, and only in the quantity that you have requested from NICE.

**2. BETA PARTICIPATION.** NICE may provide Licensee certain features, technologies, software, and services that are not yet generally available, including those labeled “beta”, “preview”, “pre-release”, or “experimental” (each, a “**Beta**”). Access and use of Betas are subject to any Beta terms provided by NICE and if there is a conflict between the terms of this Section and any Beta terms, Beta terms will take precedence. Betas are Software subject to all the terms and conditions of this EULA.

(a) Licensee agrees not to allow access to or use of any Beta or any related materials by any third party other than Licensee’s employees and contractors who have a need to use or access in connection with Licensee’s internal evaluation activities and have executed written non-disclosure agreements obligating them to protect the confidentiality of the Beta and related materials.

(b) Licensee must comply with all policies and guidelines related to any Beta as posted on the NICE’s website or otherwise made available to Licensee. NICE may add or modify restrictions, including usage limits related to access to or use of any Beta or related materials at any time. If requested by NICE, Licensee will promptly increase or decrease usage to the levels that NICE may specify. Any service level agreements that Licensee may have for the Software do not apply to Betas.

(c) Licensee will, when requested by NICE, provide NICE with information relating to Licensee’s access, use, testing, and evaluation of the Beta and any related Beta Materials, including observations or information regarding the performance, features, and functionality of the Beta in

the form reasonably requested by NICE (“**Test Observations**”). NICE will own and may use and evaluate all Test Observations for its own purposes. All Betas, related materials, and Test Observations are NICE Confidential Information. Each individual Beta license will automatically terminate upon the release of a generally available version of the Beta or upon notice of termination by NICE which may occur at any time and for any reason. Upon the termination of Licensee’s license to any Beta, Licensee will cease use of the Beta and immediately return or, if instructed by NICE, destroy all copies of the Beta and all related materials. NICE does not guarantee that any Beta will ever be made generally available or that any generally available version will contain the same or similar functionality as any Beta version made available to Licensee.

(d) WITHOUT LIMITING ANY DISCLAIMERS HEREIN, BETAS ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR OTHERWISE, NICE PROVIDES BETAS TO LICENSEE “AS IS.”

**3. USE RESTRICTIONS.** Your use of the Software is conditioned upon your compliance with the following limitations:

(a) Licensee will not distribute, rent, lease, lend, loan, transfer, assign, resell, sublicense, disclose, or otherwise provide the Software to or use the Software for the benefit of any third party (including acting as a service bureau or provide of a time sharing service). Notwithstanding the foregoing, Licensee may permit its third party contractors to use the software for Licensee’s internal business purposes provided that Licensee enters to a binding agreement with contractor requiring contractor to comply with this EULA and is solely responsible and liable for any breach of this EULA including any unauthorized use of the Software by Licensee’s contractors.

(b) Licensee will not modify, adapt, translate, alter, tamper with, repair, or otherwise create derivative works of the Software, subject to Section 10.

(c) Licensee will not decompile, decipher, disassemble, reverse engineer or otherwise attempt to access or derive source code of the Software, except to the extent applicable law does not allow this restriction.

(d) Licensee will not attempt to use the Software in excess of any usage limits and will not attempt to circumvent any technology in or with the Software that is designed to monitor, restrict, or limit use. Licensee acknowledges and agrees that the Software (including all evaluation versions) may require the use of license key or token in order to operate and that operation of the Software will automatically terminate upon expiration.

(e) Licensee will not remove any proprietary notices or labels on the Software or any copy thereof.

(f) Licensee requires that each end user before accessing the Software, agrees to comply with this EULA.

(g) Licensee will not make any use of the Software in any manner not expressly permitted by this EULA.

#### **4. INTELLECTUAL PROPERTY.**

(a) The Software and SDK (including the related documentation) are owned by NICE. Licensee acknowledges and agrees that title to the Software and SDK, including the documentation, and all

the copies thereof, including all industrial and intellectual property rights (including the exclusive rights of economic exploitation), copyright, trade secrets, and patent rights, remains with NICE.

(b) Licensee has no obligation to give NICE any suggestions, comments, or other feedback relating to the Software ("**Feedback**"). To the extent Licensee provides Feedback to NICE, NICE may use and exercise any and all rights in the Feedback without obligation or restriction of any kind during and after the Term, and Feedback will not be deemed to be confidential information of Licensee or otherwise create any confidentiality obligation. Licensee agrees not to provide any Feedback that: (i) Licensee knows is subject to any patent, copyright or other intellectual property claim or right of any third party; or (ii) is subject to license terms which seek to require any products incorporating or derived from the Feedback, or other NICE intellectual property, to be licensed to or otherwise shared with any third party.

**5. AUDIT.** Licensee shall maintain accurate records regarding Licensee's use of the Software and compliance with this EULA and, upon request, make such records available to NICE and certify Licensee's compliance with this EULA. NICE or a third party may examine and audit Licensee's access, use, and deployment of the Software and verify Licensee's compliance with this EULA. Any audit will take place during normal business hours on at least 10 days prior written notice. If Licensee misreported any figure or underpaid any amount, Licensee will remit to NICE the amount of any underpayment within 10 days after notification of the discrepancy. If the discrepancy exceeds \$1,000 U.S. dollars or 5% of the total amount purchased or reported by Licensee for the period audited, then Licensee will reimburse NICE for the reasonable costs of the audit.

**6. SUPPORT SERVICES.** Licensee may be eligible to subscribe to software support for any or all of the Software (the "**Support Services**", as described and regulated under the Standard Support Services for NICE Products terms, available here [https://www.nice-software.com/html/pdf/NICE\\_Standard\\_Support\\_Services.pdf](https://www.nice-software.com/html/pdf/NICE_Standard_Support_Services.pdf), as may be updated). Support Services are subject to and governed by the terms of this EULA and the Customer Agreement, as is any update or upgrade to the Software provided by NICE in connection with Support Services. If the Support Services are terminated, Licensee's license to the Software under this EULA will continue in accordance with the terms of this EULA. If Support Services expire or terminate and Licensee later reinstates Support Services, Licensee shall pay a reinstatement fee equal to 70% of the current annual charge for Support Services for the period of time when Licensee did not receive Support Services. The reinstatement fee for any partial year will be a pro rata portion of the applicable annual fee.

## **7. LIMITED WARRANTY.**

(a) NICE warrants that the Software will for a period of 60 days from delivery to the Licensee (the "Warranty Period"), when used in accordance with NICE's written instructions, operate substantially in compliance with NICE's official published documentation. NICE's sole responsibility, and Licensee's exclusive remedy, in the event of breach of the limited warranty during the Warranty Period, is for NICE, at its option, to use reasonable efforts to repair the Software, replace the Software, or provide a refund. NICE shall not be responsible or liable for any noncompliance with the foregoing warranty or limitations or defects of the Software, if they have been caused, in whole or in part, by unauthorized behavior of Licensee, any use of the Software which is inconsistent with the Documentation, any accident, abuse, or misapplication, and/or if they arise from or are related to software or any other products which are not supplied by NICE.

(b) **DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 7(A), THE SOFTWARE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY

STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NICE AND ITS AFFILIATES AND LICENSORS (I) MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE, AND (II) DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

**8. LIMITATIONS OF LIABILITY.** NICE AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER NICE NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR EXPIRATION OF THIS EULA OR YOUR USE OF OR ACCESS TO THE SOFTWARE OR, (II) ANY ERROR OR UNANTICIPATED INTERRUPTION IN THE OPERATION OF THE SOFTWARE FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY LICENSEE IN CONNECTION WITH THIS EULA OR YOUR USE OF OR ACCESS TO THE SOFTWARE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, NICE AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS EULA WILL NOT EXCEED THE AMOUNT LICENSEE ACTUALLY PAID NICE FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. TERM AND TERMINATION.**

- (a) This EULA is effective upon the earlier of NICE's (i) acceptance of an order for Software, (ii) delivery of the Software and it will continue until it expires or terminates ("**Term**").
- (b) NICE may terminate this EULA at any time and for any reason on 30 days' prior written notice to Licensee. Your rights under this EULA will automatically terminate without notice from us if you fail to comply with any term of this EULA or the Customer Agreement.
- (c) Licensee may terminate this EULA at any time by uninstalling or destroying all copies of the Software that are in your possession or control.
- (d) Upon termination or expiration of this EULA, Licensee shall (i) be no longer entitled to use the Software and documentation, (ii) immediately remove the Software from all computers on which the Software is installed, (iii) return to NICE, within 5 days from expiration or termination, all copies of the Software and documentation (or destroy such materials, as instructed by NICE) and will certify in writing that all copies or partial copies of the Software and documentation have been returned to NICE or destroyed; and (iv) remain responsible and liable for all fees and charges for the Software that Licensee incurred through the date of termination or expiration.

(e) If NICE terminates this EULA for convenience under subsection (b) of this Section, NICE will issue Licensee a prorata credit of any license fees prepaid by Licensee based a ten year life-span for the Software.

(f) Sections 3-11 inclusive will survive termination of this EULA.

**10. SDK.** If you downloaded the SDK, you may use, reproduce, distribute, publish, and sublicense the SDK, and create derivative works of the SDK and NICE DCV Web Client solely to the extent those derivative works implement the NICE DCV Web Client, subject to the following conditions:

(a) You will not remove any proprietary notices or labels on the SDK or any copy thereof.

(b) You will include this permission notice in all copies or substantial portions of the SDK.

(c) You require that each end user before accessing the SDK, NICE DCV Web Client, or any copies, derivative works or substantial portions thereof, agrees to comply with this EULA.

(d) Some components of the SDK may be governed by third party software licenses. Your license rights with respect to these individual components are defined by the applicable third party software licenses, and nothing in this Agreement will restrict, limit, or otherwise affect any rights or obligations you may have, or conditions to which you may be subject, under such third party software licenses.

(e) THE SDK IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SDK OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## **11. GENERAL.**

(a) *Entire Agreement.* This EULA and its incorporation of the Customer Agreement, along with related documents provided by NICE, represents the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings. NICE will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this EULA (whether or not it would materially alter this EULA) including for example, any term, condition or other provision (i) submitted by Licensee in any purchase order, receipt, acceptance, confirmation, correspondence or other document, or (ii) related to any invoicing process that Licensee submits or require NICE to complete. To the extent there is any conflict between this EULA and the Customer Agreement, this EULA prevails.

(b) *Assignment.* Licensee shall not assign or otherwise transfer this EULA or any of Licensee's rights or obligations, without our prior written consent. Any assignment or transfer in violation of this Section will be void. NICE may assign this EULA without your consent (i) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (ii) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for NICE as a party to this EULA and NICE is fully released from all of its obligations and duties to perform under this EULA. Subject to the foregoing, this EULA will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

(c) *Governing Law and Dispute Resolution for US Licensees.* If NICE US is the contracting party to this EULA, the laws of the State of Washington, without reference to conflict of law rules, govern

this EULA and any dispute of any sort that might arise between NICE and Licensee. The United Nations Convention for the International Sale of Goods does not apply to this EULA. Any dispute or claim relating in any way to the Software or this EULA will be adjudicated exclusively in the federal and state courts located in King County, Washington, and Licensee consents and waives any objections to such exclusive jurisdiction and venue. Notwithstanding the foregoing, NICE may seek injunctive (or similar) remedies in any jurisdiction.

(d) *Governing Law and Dispute Resolution when Licensees Outside the US.*

(i) If NICE IT is the contracting party to this EULA, the laws of the Republic of Italy, without reference to conflict of law rules, govern this EULA and any dispute of any sort that might arise between NICE and Licensee. The United Nations Convention for the International Sale of Goods does not apply to this EULA. Any dispute or claim relating in any way to the Software or this EULA will be adjudicated exclusively in the Court of Milan, Italy, and Licensee consents and waives any objections to such exclusive jurisdiction and venue. Notwithstanding the foregoing, NICE may seek injunctive (or similar) remedies in any jurisdiction.

(ii) IF NICE IT IS THE CONTRACTING PARTY, PURSUANT TO AND BY THE EFFECT OF SECTIONS 1341 AND 1342 OF THE ITALIAN CIVIL CODE, LICENSEE EXPLICITLY APPROVES THE FOLLOWING CONDITIONS: 3 (USE RESTRICTIONS), 7 (LIMITED WARRANTY), 8 (LIMITATIONS OF LIABILITY), 9 (TERMINATION), 10 (GENERAL - INCLUDING GOVERNING LAW, DISPUTE RESOLUTION, CONFIDENTIALITY AND PUBLICITY, AND MODIFICATIONS TO THE AGREEMENT).

(e) *Waiver.* The failure by NICE to enforce any provision of this EULA will not constitute a present or future waiver of such provision nor will it limit NICE's right to enforce such provision at a later time. All waivers by NICE must be in writing to be effective.

(f) *Severability.* If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effectuate the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

(g) *Taxes.* Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this EULA. All fees payable by Licensee are exclusive of applicable taxes and duties, including VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax ("**Indirect Taxes**"). NICE may charge and Licensee will pay applicable Indirect Taxes that NICE is legally obligated or authorized to collect from Licensee. Licensee will provide such information to NICE as reasonably required to determine whether NICE is obligated to collect Indirect Taxes from Licensee. NICE will not collect, and Licensee will not pay, any Indirect Tax for which Licensee furnishes NICE a properly completed exemption certificate or a direct payment permit certificate for which NICE may claim an available exemption from such Indirect Tax. All payments made by Licensee to NICE under this EULA will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, Licensee will pay such additional amounts as are necessary so that the net amount received by NICE is equal to the amount then due and payable under this EULA. NICE will provide Licensee with such tax forms as are reasonably



requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this EULA.

(h) *Confidentiality And Publicity.* Licensee may use NICE Confidential Information only in connection with Licensee's use of the Software as permitted under this EULA. Licensee will not disclose NICE Confidential Information during the Term or at any time after without NICE's advance written consent. Licensee will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of NICE Confidential Information, including, at a minimum, those measures Licensee takes to protect its own confidential information of a similar nature. Licensee will not issue any press release or make any other public communication with respect to this EULA or your use of the Software. "NICE Confidential Information" means all nonpublic information disclosed by NICE its affiliates, business partners or its or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. NICE Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this EULA; (ii) can be shown by documentation to have been known to Licensee at the time of receipt from NICE; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Licensee without reference to NICE Confidential Information.

(i) *Notices.* Any notice required or permitted by this EULA to be given to either party shall be effective upon receipt and shall be given in writing and sent by overnight courier, facsimile, or first class certified mail with postage prepaid. Notices to Licensee will be sent to the addresses indicated in the applicable order for the Software and to the NICE contracting party at the address in the opening paragraph of this EULA. Receipt shall be presumed received 5 business days after mailing by first class mail unless the sender obtains a delivery receipt indicating it was delivered earlier, the next day if sent by over-night courier, and when confirmation is received if by fax. In addition, a copy of the notice shall also be given via e-mail to each party's primary contact. Either party may designate a different address than that given below by notice to the other party in accordance with this paragraph. A copy of any notice required or permitted to be sent to NICE shall also be sent to Amazon.com, Inc. Attn: General Counsel P.O. Box 81226 Seattle, WA 98108-1226 Fax: (206) 266-7010 E-mail: [contracts-legal@amazon.com](mailto:contracts-legal@amazon.com).

(j) *Modifications To The Agreement.* NICE may modify this EULA at any time by posting a revised version on the NICE website ([nice-software.com](http://nice-software.com), and any successor or related site designated by NICE, hereinafter, the "NICE Website") or by sending a message to the email address then associated with Licensee's account. Notices of modifications NICE provides by posting on the NICE Website will be effective upon posting, and notices NICE provides by email will be effective when NICE sends the email. It is Licensee's responsibility to keep its email address current. Licensee will be deemed to have received any email sent to the email address then associated with its account when NICE sends the email, whether or not Licensee actually receives the email. By continuing to use the Software after the effective date of any modifications to this EULA, Licensee agrees to be bound by the modified terms. It is Licensee's responsibility to check the NICE Website regularly for modifications to this EULA.

(k) *Trade Compliance.* In connection with this EULA, Licensee will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export

Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Licensee is solely responsible for compliance related to the manner in which Licensee chooses to use the Software. Licensee represents and warrants that Licensee and its financial institutions, or any party that owns or controls Licensee or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

(l) *U.S. Government Rights.* The Software is provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Software. If you are using the Software on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Licensee will immediately discontinue use of the Software. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

(m) *No Third-Party Beneficiaries.* This EULA does not create any third-party beneficiary rights in any individual or entity that is not a party to this EULA.