Amendment to Standard Contract for AWS Marketplace

This Amendment ("**Amendment**") modifies the Standard Contract for AWS Marketplace ("**Standard Contract**") between the NiCE and/or Actimize entity identified in the AWS Marketplace Standard Contract Listing ("**Licensor**") and the entity purchasing a Subscription to Licensor's SaaS Software and Services set forth in Licensor's Standard Contract Listing ("**Buyer**").

By accepting Licensor's offer via the AWS Marketplace, Buyer agrees that the SaaS Software and Services will be provided in accordance with the Standard Contract, as amended by this Amendment. Except as expressly modified herein, the Standard Contract remains in full force and effect. Capitalized terms used but not defined in this Amendment have the meanings given in the Standard Contract.

1. Software Subscriptions.

Section 1.2 (Software Subscriptions) — Add the following at the end of the Section:

"Without waiving any other rights or remedies available under the Standard Contract or applicable law, Licensor may suspend delivery, access, or performance of the Services or Software if any undisputed amounts are past due, until such amounts are paid in full.

2. Warranties.

- Section 5.1(e) — Deleted in its entirety.

- Section 5.3 (Remedies) — Delete the second sentence.

- Section 5.5 (Warranty Exclusions) — Add new subsection (e):

"(e) Any test, development, trial, evaluation, free, or beta Services, which are provided 'AS IS' without warranties of any kind."

3. Additional SaaS Service Obligations.

- Section 7.1 (Acceptable Use) — Add new subsection (e):

"(e) Use AI (as defined in Licensor's Cloud Service/Software AI Acceptable Use Policy ("**AI AUP**")) or any third-party AI application to model, replicate, or emulate the functionality, design, or any other aspect of the SaaS Services."

- Section 7.2.4 — Clarify:

"Licensor will retain Buyer Data for thirty (30) days following expiration or termination of the Subscription."

- Section 7.7 (Remedies) — Add:

"Licensor may suspend Buyer's use of the SaaS Services immediately upon written notice if Buyer breaches any provision of Section 7."

4. Limitation of Liability.

- Section 8.2 (**Exception for Gross Negligence, Willful Misconduct or Fraud**) — Clarify that the exception also applies to:

"…Buyer's payment obligations under the Agreement, or Licensor's right to recover payment for usage of the Services in excess of quantities purchased."

- Section 8.3 (**Exception for Certain Indemnification Obligations**)— Clarify:

"…Licensor's aggregate liability for costs of defense and any amounts awarded against Licensor by a court of competent jurisdiction or agreed upon pursuant to a settlement under Section 9.1(b) and Section 9.5 shall be subject to the Special Cap for Security and Data Breach in Section 8.4.2."

- Section Heading 8.4 — Replace with: "Special Cap for Security and Data Breach."

- Section 8.4.1 (**Special Cap for Security Breach and Data Breach**) is amended to clarify that Licensor's liability for the types of claims set forth in subsections (a) and (b) of the Section are subject to the amounts awarded against Buyer by a court of competent jurisdiction or agreed upon pursuant to a settlement agreement.

- Section 8.4.2 (**Special Cap for Security Breach and Data Breach**), Remove distinction between Metered Pricing and Entitlement Pricing models. Revise to:

"Licensor's aggregate liability under this Section for any Personal Data or Security Breach, including under applicable privacy laws for Metered Pricing subscriptions and for Entitlement Pricing subscriptions, shall not exceed the lesser of: (i) five (5) times the total fees and amounts paid and payable in the twelve (12) months preceding the event giving rise to the claim, or (ii) USD $2,000,000."

5. Indemnification.

- Section 9.2 (**Buyer Indemnity**) — Add subsection (c):

"(c) Claims arising from any Buyer Data or personal data provided to Licensor by or on behalf of Buyer."

Section 9.6 (**Limitations**) Add subsection (d):

"(d) Claims arising from any test, development, trial, evaluation, free, or beta Services."

6. Term & Termination.

- Notwithstanding Section 10.2 (Termination for Convenience):

"Subscriptions are non-cancellable and non-refundable. If Buyer ceases using the SaaS Services before the end of the Subscription Term, Buyer remains liable for all amounts due for the remainder of the Subscription Term, including any minimum commitments. No refunds will be provided for unused portions."

7. Insurance.

- Section 11.1.2 (**Professional Liability Insurance**) — Replace with:
"Errors & missions Liability Insurance, including Cyber-Risk Liability coverage, with minimum limits of USD $3,000,000 each claim and annual aggregate."

- Section 11.1.3 (**Cyber Liability or Technology Errors and Omissions insurance**)— Clarify:

"Cyber Liability coverage is included within Licensor's Errors & Omissions Liability Insurance."

0Section 11.1.3 (**Certificates and Other Requirements**) — Clarify waiver of subrogation applies only:

"…to the extent of Licensor's indemnity obligations under the Standard Contract."

8. Definitions.

- Section 13.6 (**Buyer Data**) Subsection (b) — Subject to Licensor's rights in "Resulting Information."

- Section 13.25 — Replace definition of "User" with:

"User means an employee or other member of Buyer's or its Affiliates' workforce authorized to access and use the Software as permitted under this Agreement."

- Add new definition:

"Resulting Information means data generated by, or resulting from, use of the SaaS Services, including anonymized analyses, statistics, reports, and aggregations, all of which constitute Licensor Confidential Information. Resulting Information does not include Buyer Data, Buyer Material, personal data, or any information identifying an individual."

9. Security Addendum.

- Section 2.3 (**Records and Risk Assessments**) - Background checks apply only where legally permissible.

- Section 2.3(**Records and Risk Assessments**) - Remove obligation for Licensor to provide Buyer with copies of internal reports.

10. EMEA & APAC Provisions.

- Section 1.3 (Taxes) — Add:

"Jurisdiction-specific tax provisions for APAC and EMEA shall be set forth in the applicable Order Form or Standard Contract Listing and shall take precedence in case of inconsistency."

- Section 12.1 A is added (Dispute Resolution):

"Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, performance, or breach, shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted before a single arbitrator in New York, in the English language. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY."