

# End User License Agreement (EULA) - Mobile One

*This License Agreement (the Agreement) concerns the installation and use of the Mobile One for NICE CXOne application (the Application). The Agreement is to be read and accepted by the customer of the Application (the Customer) before installation and use of the Application. If the Customer does not agree to the terms of this Agreement, the Customer cannot use the Application and shall not be granted any right to use the Application.*

- **Scope and applicability**

- This Agreement is a binding agreement between IDEAL SYSTEMS NV, a Belgian company with registered office at Harensesteenweg 232 (box 2.10), 1800 Vilvoorde, Belgium and registered with the Belgian Crossroad Bank for Enterprises under number 0454.713.333 (Ideal Systems) and the Customer and governs the use of the Application and its related documentation (the Documentation) by the Customer and its end users.
- In case the terms of this Agreement are in conflict with any other terms of use or terms and conditions, the terms of this Agreement will prevail. This Agreement also applies to any update or upgrade of the Application, unless explicitly communicated otherwise by Ideal Systems.
- Ideal Systems may from time to time, at its sole discretion, change, supplement or amend the terms of this Agreement related to the future use of the Application, with a one (1) week prior notice. If the Customer does not agree to these new terms, the Customer is allowed to terminate the Agreement and discontinue its use of the Application.
- The Application is currently available on Android and iOS. Ideal Systems reserves the right to make changes to the Application and provide updates or upgrades thereto, at any time and for any reason, including for adapting to the requirements of (mobile operating) systems. Ideal Systems shall never be obliged to do so. Customer acknowledges and agrees that if it does not accept the changes made or updates / upgrades carried out by Ideal Systems, access to the Application may be denied.

- **Right to use and use restrictions**

- Subject to the terms and conditions of this Agreement and the payment of all related fees, Customer is granted a limited, non-exclusive, non-transferable, revocable right to use the Application and the Documentation for its business purposes.
- To the extent permitted by applicable law, Customer agrees that it will not, nor will permit others to:

- use (including make any copies of) the Application or Documentation beyond the scope of the rights granted under this Agreement or the order form;
  - (attempt to) copy, modify, adapt, translate, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application and/or Documentation (as applicable) in any form or media or by any means, unless as may be expressly permitted under this Agreement;
  - (attempt to) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application;
  - sell, rent, transfer, lease, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make use of the Application except as expressly permitted under this Agreement;
  - bypass or breach any security device or protection used for or contained in the Application or the Documentation;
  - use the Application or Documentation in violation of any law, regulation, or rule (including but not limited to any intellectual property rights, or export laws to control the export of products and information);
  - use the Application to store or transmit code, files, scripts, agents or programs intended to do harm, including any form of malware, for example, viruses, worms, time bombs and Trojan horses;
  - attempt to gain unauthorised access to the Application, its related systems and (electronic communication) networks or permit direct or indirect access to or use of the Application in a way that circumvents a contractual usage limit; or
  - copy the Application or Documentation, or any part, feature, function or user interface thereof and/or access the Application or Documentation in order to build a similar or competitive product or service.
  - Through the integration with NICE CXOne, Ideal Systems shall be able to monitor the forementioned use restrictions, including the amount of end users of the Customer which are using the Application.
  - If Customer become aware of any breach of this Agreement, it shall promptly notify Ideal Systems thereof.
- **Intellectual Property**
    - All rights, titles and interests in or to the Application and Documentation, including but not limited to any Intellectual Property Rights (as defined below) pertaining thereto, shall remain the exclusive ownership of Ideal Systems. The rights in the Application and Documentation are valid and protected in all forms, media and technologies existing now or hereafter developed.

- Intellectual Property Rights means (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks (whether registered or not), service marks, trade dress, trade names, signs, logos, corporate names, Internet domain names, advertising rights and registrations and applications for the registration thereof, (iii) copyrights and copyrightable works (including semi-conductors) and registrations and applications thereof, (iv) computer software programs (including, but not limited to source code and object code), data, databases and documentation thereof, (v) rights to know-how, trade secrets and other confidential information (including information, inventions, improvements, research and development information, drawings, specifications, blueprints, flowcharts, schematics, protocols, programmer notes, designs, design rights, developments, discoveries, plans, business plans, proposals, (practical) pointers, technical data, financial and marketing plans and customer and supplier lists and information, methods, processes, procedures), and (vi) all other forms of intellectual property anywhere in the world, including all extensions, reversions, revivals, renewals thereof and including any right to apply for registrations of and applications for any of these rights recognized in any country or jurisdiction in the world.
- Except as expressly set forth herein, no express or implied license or right of any kind is granted to the Customer. Customer may only use the Application as expressly permitted in this Agreement.
- Customer hereby grants to Ideal Systems the non-exclusive right to use any trade name or logo of the Customer, solely for the purpose of designating Customer as a customer of Ideal Systems. Customer may at any time and without any negative consequences withdraw this right and its forementioned consent.
- **Customer data**
  - Customer hereby grants to Ideal Systems the non-exclusive right to use any trade name or logo of the Customer, solely for the purpose of designating Customer as a customer of Ideal Systems. Customer may at any time and without any negative consequences withdraw this right and its forementioned consent via email.
  - Customer acknowledges and agrees that Ideal Systems shall not have any access to (nor any obligations with respect to) any data provided by Customer (including personal data), unless technical logs in the event of a support request from Customer to Ideal Systems.
- **Responsibilities of Customer**
  - Customer is responsible for:
    - protecting its access credentials and password and controlling access to the Application;
    - keeping its phone and access to the Application secure (including not jailbreaking or rooting its phone and thus not removing software restrictions and limitations imposed by the official

operating system of its device which could make its phone vulnerable to malware/viruses/malicious programs or compromise its phone's security features);

- obtaining, configuring and maintaining all computer hardware, software, telephone services, and other equipment and services necessary to access and use the Application (including its device meeting all minimum system requirements); and
- providing and maintaining access to Internet (i.e. certain functions of the Application, such as the ability to receive and manage interactions from the NICE CXOne system, will require the Application to have an active Internet connection; the connection can be Wi-Fi or provided by the Customer's mobile network provider.

- **Fees and payment**

- The fees and payment terms with respect to the use of the Application shall be fully administered via Stripe, the payment platform deployed by Ideal Systems for Mobile One.

- **Support**

- Ideal Systems provides support to Customer on a best-effort basis via email, which is included in the standard subscription fee (as set forth in the order form or, in the absence thereof, as listed on AWS Marketplace). Ideal Systems will use reasonable efforts to address all support inquiries submitted through [mc.notifications@idealsystems.be](mailto:mc.notifications@idealsystems.be) or the designated support channel without guaranteeing the resolution of any specific issue or the timeframe within which a response will be provided.
  - 24/7 on-call technical support with designated Service Level Agreements (SLA) is available for an additional fee. This additional service provides the Customer with priority access to support personnel via telephone and email and extended support hours. For further information, please contact the Ideal Systems team via [sales@idealsystems.be](mailto:sales@idealsystems.be).

- **Liability**

- Customer accesses and uses the Application and Documentation is at its sole risk. The Application and Documentation are provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, reliability, accuracy or completeness, all of which are hereby disclaimed by Ideal Systems and its directors, affiliates, subsidiaries, licensors, (sub)contractors, agents, representatives and employees (the Related Parties) to the fullest extent permitted by law.

- Ideal Systems does not represent or warrant that the Application will operate without any interruption, meet any performance or reliability standards, achieve any kind of intended purpose, be compatible with any other software or system, or have errors that can be corrected.
- Ideal Systems does not control and is not liable in any respect (i) for any information, products or services offered by third parties on or through the Application, or on or with respect to the platform on which the Application is provided. Ideal Systems is not liable if the Application does not (fully) work due to the Customer not having access to Wi-Fi, mobile network service or not having any of data allowance left.
- Customer acknowledges and agrees that the Application's push notifications rely on the Apple and Google notification services and that these services work less reliably on cellular networks, as a result of which Ideal Systems cannot assure the delivery of those notifications in a timely fashion.
- Ideal Systems is not liable for any loss or damage in connection with Customer's failure to comply with its responsibilities and requirements as communicated by Ideal Systems to Customer or set forth in this EU.
- To the fullest extent permitted by the applicable law, in no event will Ideal Systems and its Related Parties be liable (unless in case of gross negligence or willful misconduct) for any consequential, special, incidental, or indirect damages, including but not limited to loss of use, loss of profits, loss of data, damage to business or damage to (computer) systems, whether in an action in contract, tort, negligence, strict liability, or under any other theory of law or equity arising out of or in any way connected with the use or inability to use the Application, even if Ideal Systems has been advised of the possibility of such damages.
- In no event shall the aggregate liability of Ideal Systems and/or its Related Parties, arising out or relating to this Agreement or the (use of the) Application, exceed the fees paid by Customer to Ideal Systems for the Application.

- **Indemnity**

- Customer agrees to indemnify, defend and hold harmless Ideal Systems, its Related Parties or third parties from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and expenses, incurred by Ideal Systems its Related Parties or third parties in connection with any claim or demand arising out of, related to, or connected with (i) Customer's misuse, non-use or use of the Application and/or Documentation, (ii) Customer's violations of any terms of this Agreement, and (iii) Customer Data and Customer's materials, uploads, downloads, posts, emails, analyses or otherwise transmissions of Customer Data. Customer will assist and cooperate as fully as reasonably required by Ideal Systems and its Related Parties in the defense of any claim or demand. Advice and information provided by Ideal Systems and its Related Parties, whether oral or written, will not

create any representation, warranty or condition or amend this Agreement, and Customer may not rely upon any such advice or information.

- **Termination**

- Ideal Systems may terminate with immediate effect Customer's right to access and use the Application, if Ideal Systems believes or has reasonable grounds to suspect that Customer is violating the terms of this Agreement or the order form (including but not limited to violation of the use restrictions, or failure to (timely) pay the fees due).
- Unless Ideal Systems explicitly states otherwise, upon any termination, (i) all rights and licenses granted to Customer with respect to the Application and Documentation will end immediately.

- **Miscellaneous**

- **Force Majeure.** Ideal Systems will not be liable for any failure or delay in the performance of its obligations with regard to the Application if such delay or failure is due to causes beyond its reasonable control, including by not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, pandemics, inaccessibility, failure or downtime of any telecommunications / networks / computers / servers / Internet connection, cyberattacks or unauthorized access to Ideal Systems's information technology systems by third parties.
- **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- **Waiver.** Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision.
- **Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations herein to any third party. Ideal Systems will be free to (i) transfer or assign (part of) its obligations or rights under this Agreement to one of its affiliates and (ii) to subcontract performance or the support of the performance of this Agreement to its affiliates, individual contractors and third party service providers without prior notification to the Customer.
- **Governing law and jurisdiction.** This Agreement is governed by the laws of Belgium without regard to any conflict of law principles to the contrary. All disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of Brussels, Belgium.