

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

UTA CONTRACT NO. 21-03533

CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE FOR CUSTOMER SERVICE

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and VERINT AMERICAS INC. (the “Contractor”).

GENERAL OVERVIEW

Utah Transit Authority (UTA) seeks proposer to provide a Customer Relationship Management (CRM) solution for our customer service team. This system is critical for UTA Customer Service agents to perform the core functions of their job. Those functions include but aren’t limited to responding to customer feedback related to UTA products and services, recording the details of customer interactions and initiating the workflow to address the feedback. This workflow is critical for UTA to ensure customer feedback is recorded and stored accurately, and the CRM solution will enable this capability. For our agents to perform their job at the highest level we need their CRM software to integrate with a variety of external applications and databases as well as multiple channels of communication including social media integration. UTA is looking for a CRM solution that is intuitive, with responsive user interface that is easy to maneuver. In addition, UTA is also focused on analytics and reporting capabilities to integrate with UTA’s enterprise data warehouse to ensure insights can be extracted for decision-making. UTA is also open to any advanced capabilities such as Chatbots or AI that may enhance UTA’s customer related business processes. Proposer shall provide recommendations and solutions based on the CRM requirements listed below.

RECITALS

WHEREAS, on March 7, 2022, UTA received competitive proposals to provide CRM SOFTWARE FOR CUSTOMER SERVICE and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Software and Services”) according to the terms, conditions and specifications prepared by UTA in 21-03533 (the “RFP”); and

WHEREAS, UTA wishes to procure the Software and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Software and Services according to the

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terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via purchase order or other agreed order method) during a THREE (3) - year period expiring JUNE 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to TWO (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Software have been delivered and the Services have been performed. In no event shall advance payments be made.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable); and

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3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Software and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

c. Reserved.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments and terms and conditions
- Contractor's Bid or Proposal including proposed terms or conditions
- UTA Solicitation Terms

Any contractor proposed term or condition which is in conflict with a UTA contract term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Software and/or Services furnished under the Contract will comply fully with all applicable and mandatory Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements. If there is any change to Laws and Regulations that has a material impact on the performance of this Contract, then this Contract shall be updated by bilateral modification to this Contract prior to Contractor material compliance to this clause.

7. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

- b. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
- i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due

c. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall

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not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

d. Reserved.

8. WARRANTY OF SOFTWARE AND SERVICES

a. Contractor warrants that all Software and Services shall conform to the Documentation. Documentation for the Case Management Professional offering can be found online at <https://emprofessionaldocs.verint.com/cloud/Home/Home.htm>. Contractor further warrants that all Software and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Reserved.

c. Reserved.

d. Reserved.

e. Reserved.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Reserved.

10. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible property to the extent caused, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

11. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage

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is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and contractual liability coverage to the extent Verint is liable in the absence of an agreement. Notwithstanding, this forgoing limitation shall NOT release Verint from the full breadth of its obligations under Section 12.2 (Mutual Indemnification) of the SaaS Agreement which is attachment 1 to the contract.

- General Aggregate \$4,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

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Disease – Policy Limit	\$500,000
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- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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Annual Aggregate	\$2,000,000
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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

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- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Reserved.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

12. OTHER INDEMNITIES

Reserved.

13. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits

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which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. STANDARD OF CARE.

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

15. USE OF SUBCONTRACTORS

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws
- f. For the purpose of this Contract, a "subcontractor" is a person or entity that has been awarded by Verint the performance of a specific scope of work under this Contract.

16. CONTRACTOR SAFETY COMPLIANCE

Reserved.

17. ASSIGNMENT OF CONTRACT

Other than an M&A or reorganization scenario, Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

18. ENVIRONMENTAL RESPONSIBILITY

Reserved.

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19. Reserved.

20. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. Reserved.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

21. TERMINATION

a. **FOR CONVENIENCE:** As a public agency dependent on state and federal appropriations and tax revenue for its existence and operation, should UTA receive either legislative direction or experience a funding cut which makes the continuance of this contract impossible, UTA shall have the right to terminate the Contract by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Software delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

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c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) provide UTA all data and other deliverables. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. All rights and remedies provided in this Article are cumulative and not exclusive.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
1. In the Scope of Services;
 2. In the method or manner of performance of the Work; or
 3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
1. The date, circumstances, and source of the change; and
 2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Contractor's failure to provide timely written notice as provided above shall constitute a waiver of Contractor's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor

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must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain.
 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
 3. Information developed by or in the custody of Contractor before entering into this Contract.
 4. Information developed by Contractor through its work with other clients; and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. PUBLIC INFORMATION.

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Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Cindy Medford, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3211.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)278-3016.

28. CONFLICT OF INTEREST

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101
rwilson@rideuta.com

If to Contractor:

Verint Americas Inc.
ATTN: Legal Department
800 North Point Pkwy
Alpharetta, GA 30005
PublicSectorTeam@verint.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly

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communicated shall not defeat or delay the giving of a notice.

30. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

DURING IMPLEMENTATION AND TESTING

Level of Authority	Time Limit
UTA's Project Manager EDISON PASCASCIO (1 ST)	Five calendar days
UTA's SAM HORNE (2 ND)	
UTA'S KATHRYN "KAT" NOKES (3 rd)	
Contractor's Project Manager	Five calendar days
UTA's CINDY MEDFORD	
Contractor's [SECOND LEVEL]	
UTA's NICHOL BOURDEAUX	Five calendar days
Contractor's [THIRD LEVEL]	

AFTER IMPLEMENTATION AND TESTING

Level of Authority	Time Limit
UTA's Project Manager BRYCE YOCUM	Five calendar days
Contractor's Project Manager	
UTA's CINDY MEDFORD	Five calendar days
Contractor's [SECOND LEVEL]	
UTA's NICHOL BOURDEAUX	Five calendar days
Contractor's [THIRD LEVEL]	

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Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES.

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

34. SEVERABILITY

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

35. AMENDMENTS

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

36. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may

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terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

37. **NO THIRD PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

38. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

39. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

40. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

41. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

(as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

42. SALES TAX EXEMPT

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor’s Application for Payment.

43. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By _____

Mary DeLoretto

Title

Date

By _____

Jay Fox

Executive Director

Date

DocuSigned by:
Mike Bell
By _____
361F16F838704A9...

Mike Bell

UTA Legal Counsel

Date 11/10/2022

VERINT AMERICAS INC.

DocuSigned by:
Kurt Schneider
By _____
E736E4016A7F40C...
Kurt Schneider

Americas CFO

Date 11/9/2022

DocuSigned by:
Christopher Goolsbee
A4770194A42D4A6...
Contracts Manager
Verint Americas Inc.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

ATTACHMENT 1
VERINT SAAS AGREEMENT

[SEE NEXT PAGE]



ATTACHMENT 1

This Verint SaaS Agreement (“**Agreement**”) is entered into as of the date of last signature on the contract (“**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 Utah Transit Authority (UTA) or “**Customer**”), a Utah Public Transit District.

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:

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
- Schedule D Information Security Schedule
- Schedule E Data Processing Schedule

Notwithstanding any other language of this Agreement, the terms and conditions of this Agreement are subservient to the terms and conditions of UTA CONTRACT NO. 21-03533 CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE FOR CUSTOMER SERVICE. Therefore, the terms and conditions of UTA Contract No. 21-03533 shall take precedence over the terms and conditions of this Agreement.

In addition to the terms defined elsewhere in this Agreement, capitalized terms shall have the meaning set forth in Schedule A entitled “Definitions”. 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.

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 or as otherwise expressly provided for in this Agreement. 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, any derivatives thereto, the terms and conditions of this Agreement, and (iii) with respect to Customer, any Customer Data. 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 or lawfully in the possession of the receiving party at the time of disclosure; or (c) approved for release by written authorization of the disclosing party.
- 5 Customer Data.** All data, including but not limited to Personal Data, either provided by Customer or entered on its behalf, in either case, through use of the SaaS Services, or collected or generated by the SaaS Services on behalf of Customer, and which remains in Verint's possession and control for further processing.
- 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 as updated from time to time.
- 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 Order.** The details of a Customer order (i) on an order form or schedule provided by Verint and signed by Customer, (ii) on Customer's purchase order provided to and accepted by Verint, or (iii) placed on Customer's behalf by an authorized Verint reseller on and accepted by Verint. For the purposes of (iii), all terms and conditions of this Agreement shall apply as between Customer and Verint, except with respect to invoicing and payment terms.
- 15 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.
- 16 Personal Data.** Any information relating to an identified or identifiable natural person (each a "Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which shall include information collected by the use of web-site cookies and IP addresses, and in the context of Verint's obligations under this Agreement, shall mean the Personal Data that remains in Verint's possession and control for further Processing in accordance with, and as further described in, this Agreement.
- 17 Personnel.** With respect to Customer, each of Customer's and/or Customer's Affiliate's employees and independent contractor (in each case, not a competitor of Verint) under obligations (a) of confidentiality and nondisclosure, and (b) to protect Verint Intellectual Property, and any other individuals with access to components of the SaaS Service designated for external use, 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. For the avoidance of doubt, each party shall be responsible for its Personnel's compliance with this Agreement.
- 18 Privacy Laws.** Laws, as applicable to Personal Data in the context and jurisdiction of the Processing, concerning the regulation of the collection, retention, processing, data security, disclosure, trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.
- 19 Process(ing)(ed).** Any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction, as described in this Agreement.
- 20 Professional Services.** Configuration, consulting, training and/or other professional services specified in an Order.
- 21 Professional Service Fees.** In US Dollars, the fees identified on each Order on a fixed fee or time and material basis for Professional Services to be performed.

22 **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 Overage calculated at a monthly pro rata amount plus a twenty-five percent (25%) uplift; provided, within thirty (30) days of Verint reporting such Overage to Customer, Customer may instead place an add-on Order for additional SaaS Access Rights equal to at least the highest monthly Overage quantity reported, where the Access Term for that Order starts on the first day of the first Overage month, and continues for the remainder of the Access Term.

23 **SaaS Access Rights.** The type and quantity of SaaS access rights granted to Customer on an Order(s) for use during the applicable Access Term.

24 **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.

25 **Service Levels.** The service level commitments from Verint with respect to the maintenance and support of the Hosted Environment and SaaS Services.

25.1 **Scheduled Downtime.** Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment, and any other downtime incurred as a result of a Customer request.

25.2 **Total Time.** The total number of minutes in the applicable month.

25.3 **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.

25.4 **Uptime Percentage.** Total Time minus Unscheduled Downtime, divided by Total Time.

26 **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.

27 **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 for use hereunder.

28 **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.

29 **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 (which may include external use of designated components by Customer's customers), 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 herein, (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 vendor.

2 AGREEMENT TERM; ACCESS TERM. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as provided in Section 13. Unless otherwise specified on the Order, an Access Term shall commence upon the effective date of the applicable Order and shall continue for twelve (12) months thereafter. In the event Customer places additional Orders for the same SaaS Service, Verint may adjust the duration of the additional Access Terms to co-terminate with the Access Terms for that SaaS Service. Each Access Term is non-cancelable, and 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.

4.2 SaaS Services. Verint will bear responsibility, at its own cost and expense, for the procurement, preparation, hosting, operation and maintenance of the Hosted Environment, including all facilities, hardware, software, telecommunication services, and all other technical requirements necessary to provide access to and use of the SaaS Services; provided Customer will be responsible for procuring and/or operating the Customer Environment, including computer systems, software and telecommunications services meeting such minimum technical requirements and, unless otherwise specified on an Order, for the installation and configuration of the on-premise components in that Customer Environment, each as Verint may specify in the Documentation.

4.3 Support.

4.3.1 Support and Updates. 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 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.

4.3.2 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 destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup, and remediate and recover such corrupt data.

4.4 Security. Verint shall, either directly, or through its third party service provider, implement and maintain the information security and data protection requirements described in Schedule D, to guard against unauthorized access to the Customer Data while it is retained within the Hosted Environment. Verint reviews its security precautions on a regular basis and modifies them as required by legal, regulatory, and other requirements.

5 CUSTOMER DATA.

5.1 Ownership, Use and Disclosure. 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 Personnel to use or disclose Customer Data, unless authorized by the terms and conditions of this Agreement, by the Customer in writing, or if Verint is required to do so by law or court order. Customer agrees that Verint may: (a) use and disclose in aggregate, anonymous and de-identified form, information derived from Customer Data where the resulting information does not in any way identify or allow the identification of Customer or any Personal Data, and/or (b) access, use in accordance with the terms and conditions of this Agreement, but not otherwise use or disclose, Customer Data for Verint's internal business purposes, including

for purposes of planning, support, administration and invoicing related to Customer's use of the SaaS Services, and improving or creating enhancements to or new offerings related to the SaaS Services.

5.2 Customer Obligations. Customer agrees that Customer is solely responsible for: (i) obtaining any Customer Data and other information Customer provides while using the SaaS Services, (ii) obtaining all rights and consents necessary to collect, retain, use and/or disclose the Customer Data, (iii) ensuring the Processing, collection, retention and other processing of Personal Data in connection with the use and delivery of the SaaS Services does not violate the rights of Data Subjects or the Privacy Laws, and (iv) the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer represents and warrants that such information does not (x) violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; (y) violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject; and (z) 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.

5.3 Privacy Laws. In addition to all other obligations in this Agreement with respect to Customer Data, each party agrees to comply with its obligations under Privacy Laws, and in the context of any Processing of Personal Data through the provision of the SaaS Services, support and/or Professional Services, the parties shall comply with Schedule E. Customer hereby consents to Verint, its Affiliates, and Personnel of each, Processing Personal Data in relation to Customer's Personnel and contacting the same for legitimate purposes, including without limitation, the administrative functions connected with Orders and invoices, its contractual rights and obligations under this Agreement, the provision of the SaaS Services, support and/or Professional Services. Customer understands and acknowledges that in connection with the Processing of Personal Data pursuant to this Agreement, Verint may share Personal Data with its Affiliates, and its Personnel, and Verint and/or its Affiliates may Process such Personal Data in any jurisdiction in which Verint or its Affiliates or subcontractors maintain facilities.

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 to: (i) 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, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; (ii) provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy Laws and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Agreement and the use and delivery of the SaaS Services; (iii) not use the SaaS Services for illegal purposes; (iv) not knowingly 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; (v) not knowingly interfere with another customer's use and enjoyment of the SaaS Services or another

entity's use and enjoyment of similar services; (vi) not knowingly 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; (vii) not interfere or disrupt networks connected to the Hosted Environment or SaaS Services; (viii) not 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; and (ix) not transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

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 Professional 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 Professional 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. In the event Customer reschedules or cancels scheduled Professional Services, Verint may, to the extent Verint cannot reschedule its applicable resources, charge to Customer a rescheduling or cancellation fee.

8 FEES AND PAYMENTS.

8.1 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 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; Non-Payment; Collections. Time is of the essence in all payment terms. Any amounts not paid to Verint when due shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum legal rate if less, commencing with the payment due date. Customer shall reimburse Verint

for all costs of collection, including reasonable attorneys' fees. This Section is without prejudice to any other rights and remedies available to Verint under this Agreement or at law.

8.3 Taxes, Assessments and Other Charges. All amounts due to Verint hereunder are net amounts, exclusive of, and Customer is responsible for paying, all duties, sales, use or value added taxes, customs duties, GST, tariffs, or other similar taxes, assessments, or excises, however designated or levied, (except for taxes on Verint's net income), whether payable directly by or indirectly through Verint in compliance with applicable law, and except as specified in Section 8.1, no reduction, deduction or off-set may be made by Customer for any reason whatsoever.

9 WARRANTIES; DISCLAIMER.

9.1 Limited Performance Warranty. Verint warrants to Customer that during any Access Term, 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 DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM OR SERIES OF CLAIMS AROSE, REDUCED BY ANY AMOUNT DUE VERINT. 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, regulation or valid court order; provided, to the extent legally permitted, 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.

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 Mutual Indemnity. Each Party shall indemnify the other for any injury or damages to the other Party caused by breach of contract or other actions or omissions of the indemnifying Party.

12.3 Conditions. Each party's indemnification obligations hereunder are contingent upon the indemnified party providing the indemnifying party with (i) prompt written notice of the claim, (ii) an opportunity for complete control of the defense of and the right to settle such claim, and (iii) 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 undisputed 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
- 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.
- d. By UTA upon 60 days' notice based on legislative direction or lack of public funding availability

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 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. Within thirty (30) days of termination of this Agreement or non-renewal of the relevant SaaS Service (the "Return Period") and subject to Customer's compliance with Section 13.3(a)(i), Customer may request in writing that Verint either delete or return available Customer Data with

respect to the terminated SaaS Service(s). At the expiry of the Return Period, if Customer has not elected either of the foregoing Verint may delete and destroy all such Customer Data without notice or liability to Customer. Where Customer requests Verint return available Customer Data, Verint may fulfil this request by making available functionality that enables Customer to retrieve the Customer Data without additional Processing by Verint. If Customer declines to use this functionality, Customer may, within the Return Period, request that Verint return the available Customer Data under an Order for the applicable Professional Services. Verint agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach, Verint shall have the right to require that Customer prepay for such Professional Services. Verint shall provide written confirmation to Customer that it has fully complied with this [Section 13.3\(b\)](#) within thirty (30) days of Customer's request for such confirmation.

c. Survival. 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](#), [Sections 1.2, 5, 6, 8, 9.2, 10, 11, 12, 13.3, 14,](#) and [15 of Schedule B, Schedule D, and Schedule E.](#)

14 GOVERNING LAW.

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah, and shall be subject to the exclusive jurisdiction of the courts in Salt Lake County, Utah. 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, in addition to any other remedies Verint may have, Verint shall be entitled to seek injunctive, equitable, or other equivalent relief against such breach directly from any court of competent jurisdiction without the requirement to post bond or other security. Customer agrees to cooperate with Verint, and to obtain all required consents, in the event a third party seeks to compel Verint to disclose Customer Data through any legal process. To the extent legally permitted, Verint shall provide Customer with advance notice to allow Customer to take reasonable and lawful action to minimize the degree of such disclosure or to seek appropriate protective orders. Verint shall be entitled to charge Customer for all costs and expenses (including reasonable attorney fees) incurred complying with or defending against such legal process, and on a time and material basis for any work performed to produce such Customer Data. Notwithstanding any other terms in this Agreement, Verint shall not be liable to any person for any damages or losses resulting from any disclosure of Customer Data under such legal process.

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 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, payment, and compliance with laws, 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.

15.5 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, and if emailed, the first business day after sending the notice (provided email shall not be sufficient for notices of termination, alleged breach or an indemnifiable claim); or **(ii)** if hand delivered, when received, and 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](#). Each party may change its notices address by giving notice in the manner set forth herein.

15.6 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 such invalid or unenforceable provision to cause them 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 any right or remedy by either party shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.

15.7 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 Verint under 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. The calculation of Uptime and any Service Level Credits shall be calculated independently for each SaaS Service subscribed to by Customer. **THIS SCHEDULE C SHALL NOT APPLY TO ANY BETA, PILOT OR OTHER TRIAL SUBSCRIPTIONS, OR TO ANY NON-PRODUCTION ENVIRONMENTS, EACH OF WHICH ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY OF ANY KIND.**

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. In addition to any other notification requirements, Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime, and Verint may 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 any 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 Percentage levels specified below, Customer will be entitled, upon written request, to a service level credit ("**Service Level Credit**") to be calculated, with respect to the applicable Hosted Environment, as follows:

- If Uptime Percentage is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
- If Uptime Percentage 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 Percentage 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 Percentage 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. All claims will be verified against Verint's system records. 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. With respect to any Services Level credits due under Orders placed directly by Customer on Verint, Service Level Credits will be applied to the next invoice following Customer's request and Verint's confirmation

of available credits; with respect to any Service Level Credits due for SaaS Services under Orders placed on Verint by a Verint authorized reseller on Customer's behalf, Service Level Credits will be issued by such reseller following Customer's request and Verint's confirmation of available credits and such Services Level Credits may only be used by Customer with respect to subsequent purchases of Verint offerings through that reseller. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Verint will only provide records of system availability in response to good faith Customer claims.

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 on: (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 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 non-Verint third party vendors, the Internet in general, any emergency or force majeure event, or issues caused by the Customer Environment or Customer specific configurations not expressly contemplated in the Documentation.

2 SUPPORT.

2.1 Generally for SaaS Services. 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 <https://www.verint.com/wp-content/uploads/Verint-CES-Support-Plan.pdf>.

2.2 On-Premise Components. With respect to any on-premise components, except as specified in an Order, Customer shall be responsible for the installation and configuration of the on-premise components in the Customer Environment. Verint shall provide technical support for such on-premise components through Verint's standard telephone, email and/or web support services during the support hours specified in the Maintenance and Support Plan under the Premium Plan found at <https://www.verint.com/wp-content/uploads/Verint-CES-Support-Plan.pdf>.

SCHEDULE D

INFORMATION SECURITY SCHEDULE

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

1 DEFINITIONS. In addition to the capitalized terms in Schedule A, all capitalized terms shall have the meaning ascribed to them herein this Schedule, and for the purposes of this Schedule, shall govern and control in the event of any conflict, including the following:

1.1 Encryption Standards. Encryption algorithms that are publicly or commercially available, with key lengths sufficient to prevent commercially reasonable attempts to decrypt through brute force the encrypted information.

1.2 Hosted Services. Any SaaS Services or hosting services subscribed to by Customer from Verint.

1.3 Industry Standard(s). Generally accepted standards applicable to the performance obligations of a party with respect to a product or service. Industry Standards can include in part or in whole frameworks published by the National Institutes for Standards and Technology (NIST), International Organization for Standardization, ISACA, Payment Card Industry Security Standards Council and other internationally recognized standards organizations.

1.4 Verint Personnel. Each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder.

2 GENERAL SECURITY TERMS. Verint is committed to helping protect the security of Customer Data, and has implemented, and will maintain and follow appropriate technical and organizational measures that conform to Industry Standards intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Verint may modify any of its policies, process or procedures at any time and without obligation to notify or update this Schedule, provided such modifications provide substantially similar or greater protections than those provided for herein. Except as otherwise specified in Section 3, the following terms and conditions in this Section 2 apply to all performance obligations under the Agreement.

2.1 Access Controls. Verint implements Industry Standard access control methodologies, which rely on policy, process, and logical controls to help prevent unauthorized access to systems and data under Verint's control. These access controls include no less than the following:

- Verint uses the "Principle of Least Privilege" model for restricting access to systems and data, and regularly reviews access rights granted to Verint Personnel.
- Verint Personnel each have a unique user ID and personal secret password for accessing internal networks, equipment and data. Verint shall maintain policies concerning the maintenance of password secrecy. Verint Personnel access rights must be suspended within twenty-four (24) hours of employment termination, and modified within forty-eight (48) hours when Verint Personnel roles and/or responsibilities are changed.
- Verint maintains a password policy which, at a minimum, complies with the following standards: (i) passwords must not employ any structure or characteristic that results in a password that is predictable or easily guessed; (ii) passwords must include at least three (3) of the following character sets, in accordance with password policy settings: (a) an English uppercase character (A – Z); (b) an English lowercase character (a – z); (c) a westernized Arabic numeral; and (d) a non-alphanumeric special character from the following character set: !, \$, #, %; (iii) passwords must be changed at least every one hundred and eighty (180) days; and (iv) account lockout must occur after a maximum of five (5) failed password entry attempts. Re-enabling of locked accounts must require extended time based delay, or interaction with a security administrator or help desk function. All password changes must be accomplished through secure procedures.

- Multi-factor authentication processes must be utilized for any access to systems containing Customer Data. All passwords must be stored and transmitted using Encryption Standards.
- User sessions must expire and require the re-entry of a password if idle by more than (i) twenty (20) minutes for administrator consoles, and (ii) sixty (60) minutes for all other systems and session types.
- For any facilities hosting Customer Data, such facilities shall have implemented electronic access controls to enter such facilities, and further access controls for entering specific areas where such Customer Data is physically resident. Verint shall maintain processes to validate the identify of individuals prior to issuing identification and access badges, and shall maintain processes for issuing visitor badges, logging such issuance, and escort requirements for such visitors. Such logs shall be maintained by Verint for no less than six (6) months from issuance.

2.2 Data Controls. In its performance obligations, Verint does not require access to Customer systems or data, and Customer shall take commercially reasonable efforts to prevent Verint from accessing Customer systems and data. Where Customer provides Customer Data to Verint for Professional Services or Support purposes, Customer shall take commercially reasonable efforts to redact or remove Personal Data prior to providing that Customer Data to Verint. Where possible, such services shall be delivered via screen share or telephone with no data transferred to Verint. If it is necessary to transfer Customer Data to Verint, the following shall apply:

- Customer shall only use Verint approved communication channels for providing Customer Data to Verint. With respect to the storage of such Customer Data by Verint and any further transmission of that Customer Data by Verint, Verint shall ensure such Customer Data is protected using Encryption Standards.
- In the event Verint makes backups of such Customer Data, all backups of Customer Data shall be encrypted on backup media using Encryption Standards.
- Customer Data may only be stored on portable media, including laptops, DVD, CD, magnetic tape media, removable hard drives, USB drives or similar portable storage, if Encryption Standards are used on that portable media.
- Except as specified otherwise in the Agreement, or applicable Order or statement of work, Customer Data may be transferred by Verint to, and stored and Processed in, the United States or any other country in which Verint or its affiliates or subcontractors maintain facilities. Customer appoints Verint to perform any such transfer of Customer Data to any such country and to store and Process Customer Data in order to provide services to Customer.
- Verint shall: (1) Process such Customer Data only in accordance with the reasonable instructions of Customer, (2) treat such Customer Data as the Confidential Information of Customer, (3) promptly notify Customer of any unauthorized or unlawful Processing of that Customer Data of which it becomes aware, and (4) not knowingly place Customer in breach of any Privacy Laws.

2.3 Operational Controls. Verint shall maintain operational controls sufficient to enable Verint's satisfaction of its performance obligations in this Section 2, including, without limitation, the following:

- Maintain a dedicated information security function to design, maintain and operate security in line with Industry Standards. This function shall focus on system integrity, risk acceptance, risk analysis and assessment, risk evaluation, and risk management.

- Maintain a written information security policy that is approved by the Verint management team and published and communicated to all Verint Personnel and relevant third parties.
- Provide security awareness training at least annually to its employees, and maintain records of training attendance for no less than one (1) year.
- Conduct vulnerability assessments and/or penetration tests of networks, systems, applications and databases where Customer Data is located at rest, in transit and in use. Verint shall triage identified vulnerabilities and remediate or mitigate vulnerabilities in accordance with Industry Standards.
- Maintain appropriate authentication system(s) to authenticate and restrict access to Verint systems and networks to valid users.
- Install and maintain antivirus software on all servers and computing devices involved with Processing activities, and use other malware detection techniques where reasonably required. Such antivirus software shall be updated on a daily basis, or as otherwise provided by the antivirus software manufacturer.
- Maintain physical security measures with respect to Verint facilities to help prevent and detect physical compromise, including, without limitation, use of identification badges, smart card or other electronic or physical identity verification systems, alarms on external doors, and CCTV on all entrances / exits to such facilities. Verint shall periodically review access records and CCTV video to ensure access controls are being enforced effectively, with any discrepancies or unauthorized access investigated immediately.
- With respect to Verint internal networks, ensure perimeter networks are physically or logically separated from internal networks containing Customer Data, establish and configure firewalls in accordance with Industry Standards, use network intrusion detection systems as a part of network security, and restrict and control remote network access.
- Complete diligent review of any Verint subcontractors that will have access to Customer Data, and require such subcontractors contractually commit to substantially similar terms and conditions as those specified in this Schedule, or terms and conditions that Verint reasonably determines as providing substantially similar protection. With respect to any performance subcontracted by Verint, Verint remains responsible for its subcontractors' compliance with Verint's performance obligations in the Agreement.

2.4 Availability Controls. Verint will maintain contingency planning policies and procedures defining roles and responsibilities on proper handling of contingency events. This shall include a business continuity and disaster recovery plan intended to facilitate the restoration of critical operations and processes which would allow for Verint's continued performance of its obligations hereunder. Such plan shall be periodically reviewed, updated and tested by Verint.

2.5 Application Controls. Verint shall implement and conform its software development practices to applicable Industry Standards relative to the functionality to be performed by the specific Verint product offering. Verint shall maintain software development practices which satisfy the following:

- Use commercially reasonable measures to detect product vulnerabilities prior to release. These measures may include manual test scripts, test automation, dynamic code analysis, static code analysis, penetration testing, or other measures chosen by Verint. Verint shall update procedures and processes from time to time to improve detection of vulnerabilities within its products.
- Verint's developers shall not intentionally write, generate, compile, copy, collect, propagate, execute or attempt to introduce any computer code designed to self-replicate, damage or otherwise hinder the performance of any systems or network.
- Verint's developers shall receive regular training on coding and design with respect to application security.

3 SAAS AND HOSTING SECURITY TERMS. In addition to the terms and conditions in Section 2, the following terms and conditions shall apply to Verint's performance obligations with respect to any Hosted Services procured by Customer under this Agreement. To the extent of any conflict between the terms and conditions in this Section 3 and in Section 2, the terms and conditions in this Section 3 shall control solely with respect to Hosted Services.

3.1 Access Controls. Customer shall have access to Customer Data maintained within their applicable production instance. Customer shall be responsible for maintaining user access and security controls for users accessing the Hosted Services. Verint shall be responsible for restricting all other access to Customer Data residing within the production instance. For the avoidance of doubt, Verint has no obligation to verify that any user using Customer's account and password has Customer's authorization. Verint shall provide access on a need to know basis and shall review access rights of Verint Personnel at least annually. Verint's access controls shall include no less than the following:

- Verint shall enforce complex passwords using built in system settings of at least 8 characters. Verint shall require password changes at least every ninety (90) days. Verint administrators shall use multi-factor authentication for access to the production environment(s).
- Access to Verint's production environment(s) is controlled at four distinct hierarchical levels: the hosting partner level, the Hosted Services operations team level, the Verint network security level, and the application level. Access control is required for each of these levels to provide the optimal level of security for the solution.
- Any Customer Data accessed by authorized Verint Personnel is subject to the aforementioned access controls and is encrypted at rest and in transit.
- A Verint hosting partner's role is to design, deploy, secure, make available, and support the infrastructure upon which Hosted Services operate. The hosting partners have primary control over the infrastructure upon which Hosted Services operate but such control does not extend to access to Customer Data or Verint solutions processing Customer Data. The hosting partner provides Verint's operations teams with the initial credentials required to access the infrastructure and associated support portals to enable Verint to operate and manage the Hosted Services.

3.2 Data Controls. In its performance obligations with respect to Hosted Services, Verint does require access to Customer Data, and the following additional terms and conditions shall apply:

- Verint's security procedures shall require that any Customer Data stored by Verint only be stored using secure data encryption algorithms and key strengths of 128-bit symmetric and 1024-bit asymmetric or greater. Verint shall monitor Industry Standards and implement an action plan if key lengths in use can be compromised through commercially reasonable means.
- Verint will maintain a key management process that includes appropriate controls to limit access to private keys and a key revocation process. Private keys, and passwords shall not be stored on the same media as the data they protect.
- Verint will prohibit Verint Personnel from the download, extraction, storage or transmission of Customer Data through personally owned computers, laptops, tablet computers, cell phones, or similar personal electronic devices except where enrolled in Verint's Mobile Device Management (MDM), Information Rights Management (IRM), or other security programs. If personal computers or mobile devices are used to perform any part of the Hosted Services, Verint will encrypt all Customer Data on such mobile devices.
- Verint agrees that any and all Verint initiated electronic transmission or exchange of Customer Data stored as part of the Hosted Services shall be protected by a secure and encrypted means (e.g. HTTPS, PGP, S/MIME, SSH, SMTP encryption using TLS on gateway while sending emails).

- Customer Data stored as a part of the Hosted Services shall reside only on Verint production systems housed in Verint hosting partner data centers, unless noted in an Order or statement of work or required with respect to professional service engagements or performance of support services. Any storage of Customer Data on Verint premises is temporary and is used strictly for support and services engagements. Once Customer Data on Verint premise has served its purpose, it shall be promptly destroyed in accordance with Verint's confidential data destruction procedures.

3.3 Operational Controls. In its performance of Hosted Services, Verint shall maintain operational controls sufficient to enable Verint's satisfaction of its performance obligations in this Section 3, including, without limitation, the following:

- Verint will utilize up-to-date and comprehensive virus and malware protection capabilities, and commercially reasonable practices, including detection, scanning and removal of known viruses, worms and other malware on the Verint's hosting systems. These virus protection capabilities will be in force on all computers and/or devices utilized in connection with the technology services, as well as on all data files or other transfers that have access or are connected to Verint's hosting system.
- If a virus, worm or other malware causes a loss of operational efficiency or loss of data, Verint will mitigate losses and restore data from the last virus free backup to the extent practicable.
- Verint shall obligate its hosting partners to provide a multiple layered security approach. This shall include perimeter firewalls, DMZ, one or more internal network segments, and network intrusion detection monitors for attempted intrusion to the production environment. Network vulnerability scans shall be conducted regularly and issues addressed according to Industry Standard change control processes.
- Verint shall mitigate security vulnerabilities through the use of perimeter and host countermeasures such as intrusion prevention, web application firewall, IP address shunning, and other measures designed to prevent successful exploitation of vulnerabilities.
- Verint and its hosting partners shall proactively address security risks by applying released security patches, including, as example,

Windows security patching and updates to patch known vulnerabilities in an applicable operating system. Patches shall be deployed to production via Verint's change management process. Verint shall test all patches in its test environment prior to release to production. If a patch degrades or disables the production environment, Verint shall continue to mitigate vulnerabilities until a patch is provided by the software or operating system manufacturer that does not degrade or disable production. Such mitigation efforts may include intrusion prevention, web application firewall, and other measures chosen by Verint to reduce likelihood or prevent successful access to Customer Data by an unauthorized party.

- Each month, Verint and its hosting partners shall schedule maintenance windows to perform data center, system, and application maintenance activities. Verint shall notify Customer in advance of any scheduled maintenance activity that is expected to disrupt the Hosted Services functionality.
- Verint shall retain security logs for a minimum of thirty (30) days online and ninety (90) days archived. Verint may retain logs for a longer period at its sole discretion.

3.4 Availability Controls. With respect to Hosted Services:

- Verint shall maintain business continuity and disaster recovery plans specific to its Hosted Services, and shall include data center failover configurations.
- Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the Hosted Services. In the event the Customer Data becomes destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup, and remediate and recover such corrupt data.

4 ATTESTATION OF COMPLIANCE. Upon Customer's reasonable request, (i) Verint shall provide an attestation of compliance to the terms in this Schedule, and/or (ii) Verint shall provide its Industry Standard security assessment questionnaire responses applicable to the services provided to Customer. Requests shall be made in writing through the Account Executive assigned to Customer unless otherwise specified by Verint.

SCHEDULE E

DATA PROCESSING SCHEDULE

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

1 DEFINITIONS. In addition to the capitalized terms in Schedule A, all capitalized terms shall have the meaning ascribed to them herein this Schedule, and for the purposes of this Schedule, shall govern and control in the event of any conflict, including the following:

1.1 "Adequacy Decision" means, for a jurisdiction with Privacy Laws that have data transfer restrictions, a country that the Supervisory Authority or other body in such jurisdiction recognizes as providing an adequate level of data protection as required by such jurisdiction's Privacy Laws such that transfer to that country shall be permitted without additional requirements.

1.2 "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, and in the context of this Schedule E shall mean the Customer.

1.3 "Data Processing Instructions" means the Processing instructions set out at <https://www.verint.com/our-company/legal-documents/dpa/data-processing-schedule/>.

1.4 "Data Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller, and in the context of this Schedule E shall mean Verint and references in this Schedule E to Verint include references to Verint Affiliates where such Verint Affiliates are Subprocessors.

1.5 "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

1.6 "Restricted Transfer" means: (i) a transfer of Personal Data from Customer to Verint; or (ii) an onward transfer of Personal Data from Verint to a Subprocessor, in each case, where such transfer outside of jurisdiction of Customer would be prohibited by Privacy Laws in the absence of an approved method of transfer, including through (a) an Adequacy Decision, (b) Standard Contractual Clauses, or (c) by the terms of other recognized forms of data transfer agreements or processes approved by a Supervisory Authority.

1.7 "Standard Contractual Clauses" means the contractual clauses approved by a Supervisory Authority pursuant to Privacy Laws which provides for multi-jurisdictional transfer of Personal Data from one jurisdiction to another where such transfer would otherwise be a Restricted Transfer. In respect of any Restricted Transfers from the European Union or United Kingdom to a third country which is not subject to an Adequacy Decision, the modules to the Standard Contractual Clauses as may be updated by Verint from time to time are set out at <https://verint.com/wp-content/uploads/Modules-to-SCC-pursuant-to-Regulation-EU-2016-679.pdf>.

1.8 "Subprocessor" means any third party (including any third party and any Verint Affiliate) appointed by or on behalf of Verint to undertake Processing in connection with the services.

1.9 "Supervisory Authority" means an independent public authority which is established in a jurisdiction under Privacy Laws with competence in matters pertaining to data protection.

2 PROCESSING OF PERSONAL DATA.

2.1 Customer agrees to appoint Verint as its Data Processor and that providing Personal Data to Verint pursuant to the Agreement complies with the relevant Privacy Laws.

2.2 Verint will not (a) Process Personal Data other than on Customer's documented instructions (set out in this Schedule E or as otherwise set forth in the Agreement or an Order) unless Processing is required by a Supervisory Authority; or (b) sell Personal Data received from Customer or obtained in connection with the provision of the services to Customer.

2.3 Customer on behalf of itself and each Customer Affiliate instructs Verint: (a) to Process Personal Data; and (b) in particular, transfer Personal Data to any country or territory; in each case as reasonably necessary for the provision of the services and consistent with this Schedule E.

2.4 The Data Processing Instructions set out the subject matter and other details regarding the Processing of the Personal Data contemplated as part of the services, including Data Subjects, categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing.

3 VERINT PERSONNEL.

3.1 Verint shall ensure that persons authorized to undertake Processing of the Personal Data have (a) committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data; and (b) undertaken appropriate training in relation to protection of Personal Data.

4 SECURITY.

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Verint shall in relation to the Personal Data implement appropriate technical and organizational measures designed to provide a level of security appropriate to that risk in the provision of the services, such technical and organizational measures are set out in Schedule D.

4.2 In assessing the appropriate level of security, Verint shall take account in particular of the risks that are presented by Processing.

5 SUBPROCESSING.

5.1 Verint shall only appoint Subprocessors which enable Verint to comply with Privacy Laws. Customer authorizes Verint to appoint Subprocessors in accordance with this Section 5 subject to any restrictions or conditions expressly set out in this Agreement. Subprocessors appointed as at the effective date of this Schedule E are set out in the Data Processing Instructions or as otherwise specified in an Order. Verint shall remain liable to Customer for the performance of that Subprocessor's obligations subject to this Agreement.

5.2 Notwithstanding the notice requirements set out in Section 15.5 of Schedule B, before Verint engages any new Subprocessor, Verint shall give Customer notice of such appointment, including details of the Processing to be undertaken by the proposed Subprocessor. In addition to any other notifications, Verint may provide such notice by updating the list of Subprocessors in the Data Processing Instructions. Customer may notify Verint of any objections (on reasonable grounds related to Privacy Laws) to the proposed Subprocessor or Data Processing Instructions ("**Objection**"), then Verint and Customer shall negotiate in good faith to agree to further measures including contractual or operational adjustments relevant to the appointment of the proposed Subprocessor or operation of the services to address Customer's Objection. Where such further measures cannot be agreed between the parties within forty-five (45) days from Verint's receipt of the Objection (or such greater period agreed by Customer in writing), Customer may by written notice to Verint with immediate effect terminate that part of the services which require the use of the proposed Subprocessor.

5.2.1 With respect to each Subprocessor which is the subject of Section 5.2 above, Verint or the relevant Verint Affiliate shall: (a) carry out adequate due diligence before the Subprocessor first Processes Personal Data, to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Agreement; (b) ensure that the Subprocessor is subject to a written agreement with Verint that includes appropriate data protection provisions; and (c) if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses or other appropriate method of transfer are at all relevant times incorporated into the agreement executed between Verint and the Subprocessor.

5.3 Verint shall ensure that each Subprocessor performs the obligations under this Schedule E as they apply to Processing of Personal Data carried out by that Subprocessor, as if such Subprocessor were party to this Schedule E in place of Verint.

6 DATA SUBJECT RIGHTS.

6.1 Verint shall (a) upon becoming aware, promptly notify Customer if Verint receives a request from a Data Subject relating to an actionable Data Subject right under any Privacy Law in respect of Personal Data; (b) not respond to that request except on the documented instructions of Customer or as required by a Supervisory Authority; and (c) upon request from Customer where required by Privacy Laws and in the context of the services, reasonably assist Customer in dealing with an actionable Data Subject rights request to the extent Customer cannot fulfil this request without Verint's assistance. Verint may fulfil this request by making available functionality that enables Customer to address such Data Subject rights request without additional Processing by Verint. To the extent such functionality is not available, in order for Verint to provide such reasonable assistance, Customer must communicate such request in writing to Verint providing sufficient information to enable Verint to pinpoint and subsequently amend, export or delete the applicable record.

7 PERSONAL DATA BREACH.

7.1 Verint shall notify Customer without undue delay upon Verint or any Subprocessor becoming aware of a Personal Data Breach, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Privacy Laws. Subject to Section 7.3 below, such notification shall as a minimum: (a) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned; (b) communicate the name and contact details of Verint's data protection officer or other relevant contact from whom more information may be obtained; (c) describe the likely consequences of the Personal Data Breach in so far as Verint is able to ascertain having regard to the nature of the services and the Personal Data Breach; and (d) describe the measures taken or proposed to be taken to address the Personal Data Breach.

7.2 Verint shall co-operate with Customer and take such reasonable commercial steps as are necessary to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.3 Where and in so far as, it is not possible to provide the information referred to in Section 7.1 at the same time, the information may be provided in phases without undue further delay.

8 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION.

8.1 To the extent necessary, Verint shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Privacy Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Verint. To the extent that such impact assessment and/or prior consultation requires assistance beyond Verint providing the applicable Verint processing record(s) and Documentation, Verint shall reserve the right to charge Customer such engagement at Verint's then current daily rates.

9 DELETION OR RETURN OF PERSONAL DATA.

9.1 Following Verint's receipt of Customer's written request during the Return Period, Verint will either delete or return available Customer Data in accordance with Section 13.3(b) of Schedule B.

9.2 Verint may retain Personal Data to the extent required by Privacy Laws or any other statutory requirement to which Verint is subject and only to the extent and for such period as required by Privacy Laws or any other statutory requirement to which Verint is subject and always provided that (a) during such retention period the provisions of this Schedule E will continue to apply, (b) Verint shall ensure the confidentiality of all such Personal Data, and (c) Verint shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the Privacy Laws requiring its storage or any other statutory requirement to which Verint is subject and for no other purpose.

10 REVIEW, AUDIT AND INSPECTION RIGHTS.

10.1 Upon Customer's reasonable request, Verint shall provide all relevant and necessary material, documentation and information in relation to Verint's technical and organizational security measures used to protect the

Personal Data in relation to the services provided in order to demonstrate Verint's compliance with Privacy Laws.

10.2 Verint shall ensure a security audit of its technical and organizational security measures is carried out at least annually in compliance with Privacy Laws. Such security audit will be performed in accordance ISO 27001 standards by an internal qualified auditor within Verint. The results of such security audit will be documented in a summary report. Verint shall promptly provide Customer upon request with (i) a confidential summary of such report; and (ii) evidences of appropriate remediation of any critical issues within four (4) weeks from date of issuance of the audit report.

10.3 If, following the completion of the steps set out in Sections 10.1 and 10.2 Customer reasonably believes that Verint is non-compliant with Privacy Laws, Customer may request that Verint make available, either by webinar or in a face-to-face review, extracts of all relevant information necessary to further demonstrate compliance with Privacy Laws. Customer undertaking such review shall give Verint reasonable notice, by contacting Verint's Information Security Director (in the Americas and APAC regions to privacy@verint.com or in EMEA to EMEA.Privacy@Verint.com), of any review to be conducted under this Section 10.3.

10.4 In the event that Customer reasonably believes that its findings following the steps set out in Section 10.3 do not enable Customer to comply materially with Customer's obligations mandated under the Privacy Laws in relation to its appointment of Verint, then Customer may give Verint not less than thirty (30) days prior written notice of its intention, undertake an audit which may include inspections of Verint to be conducted by Customer or an auditor mandated by Customer (not being a competitor of Verint). Such audit and/or inspection shall (i) be subject to confidentiality obligations agreed between Customer (or its mandated auditor) and Verint, (ii) be undertaken solely to the extent mandated by, and may not be further restricted under applicable Privacy Laws, (iii) not require Verint to compromise the confidentiality of security aspects of its systems and/or data processing facilities (including that of its Subprocessors), and (iv) not be undertaken where it would place Verint in breach of Verint's confidentiality obligations to other Verint customers vendors and/or partners generally or otherwise cause Verint to breach laws applicable to Verint. Customer (or auditor mandated by Customer) undertaking such audit or inspection shall avoid causing any damage, injury or disruption to Verint's premises, equipment, personnel and business in the course of such a review. To the extent that such audit performed in accordance with this Section 10.4 exceeds one (1) business day, Verint shall reserve the right to charge Customer for each additional day at its then current daily rates.

10.5 If following such an audit or inspection under Section 10.4, Customer, acting reasonably, determines that Verint is non-compliant with Privacy Laws then Customer will provide details thereof to Verint upon receipt of which Verint shall provide its response and to the extent required, a draft remediation plan for the mutual agreement of the parties (such agreement not to be unreasonably withheld or delayed; the mutually agreed plan being the "Remediation Plan"). Where the parties are unable to reach agreement on the Remediation Plan or, in the event of agreement, Verint materially fails to implement the Remediation Plan by the agreed dates which in either case is not cured within forty-five (45) days following Customer's notice or another period as mutually agreed between the Parties, Customer may terminate the services in part or in whole which relates to the non-compliant Processing and the remaining services shall otherwise continue unaffected by such termination.

10.6 The rights of Customer under this Section 10 shall only be exercised once per calendar year unless Customer reasonably believes Verint to be in material breach of its obligations under either this Schedule E or Privacy Laws.

11 RESTRICTED TRANSFERS.

11.1 Customer (as "data exporter") and Verint, as appropriate, (as "data importer") hereby agree that the Standard Contractual Clauses shall apply in respect of any Restricted Transfer from Customer to Verint. Each Party agrees to execute the Standard Contractual Clauses upon request of the other Party and further agrees that absent of execution the terms and conditions of the Standard Contractual Clauses shall in any event apply to any Restricted Transfer. Where such Standard Contractual Clauses must be fully

executed to take effect and Customer has not executed such Standard Contractual Clauses as set out in this Section 11, Customer authorizes Verint to enter into the Standard Contractual Clauses for and on behalf of Customer as data exporter with each applicable data importer.

11.2 For the purposes of appendix 1 to the Standard Contractual Clauses or other relevant part of the Standard Contractual Clauses, the Data Processing Instructions sets out the Data Subjects, categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing (processing operations).

11.3 For the purposes of appendix 2 to the Standard Contractual Clauses or other relevant part of the Standard Contractual Clauses, Schedule D sets out the description of the technical and organizational security measures implemented by Verint (the data importer) in accordance with clauses 4(d) and 5(c) of the Standard Contractual Clauses.

12 OTHER PRIVACY LAWS.

12.1 To the extent that Processing relates to Personal Data originating from a jurisdiction which has any mandatory requirements in addition to those

in this Schedule E, both Parties may agree to any additional measures required to ensure compliance with applicable Privacy Laws and any such additional measures agreed to by the Parties will be documented in a duly executed written addendum or amendment to this Agreement or in an Order.

12.2 If any variation is required to this Schedule E as a result of a change in Privacy Laws, including any variation which is required to the Standard Contractual Clauses, then either party may provide written notice to the other party of that change in law. The parties will discuss and negotiate in good faith any necessary variations to this Schedule E, including the Standard Contractual Clauses, to address such changes.

13 GENERAL TERMS.

13.1 The applicable law provisions of this Agreement are without prejudice to clauses 7 (Mediation and Jurisdiction) and 10 (Governing Law) of the Standard Contractual Clauses where applicable to Restricted Transfers of Personal Data from the European Union (including the United Kingdom) to a third country.



Exhibit A
21-03533 - Customer Relationship Management Software

Statement of Work To Order No.

548391

Customer Name:	Utah Transit Authority
Account Executive:	Mike Davila
VP of Services:	Stuart Connolly
Services Delivery Manager:	Kesha Lacks

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Section 1: Introduction and Summary

This statement of work (“**SOW**”) is an attachment to Order No. 548391 (“**Order**”) and is attached to and made a part of the Contract for Professional Services, as amended, by and between Verint Americas Inc., (“**Verint**”) and the Utah Transit Authority (“**Customer**”). The attachments are incorporated herein and made a part hereof by reference (the “**Attachments**”):

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.

Summary of the Services

Verint will work with the Customer to conduct the following activities:

Customer On-Boarding and commissioning of CM Professional on Verint Cloud

- CM Professional on one (1) non-production environment one (1) production environment
- Customer Portal Essentials (CPE)
- Conversocial for social messaging
- On premise deployment of Verint Process Management

Discovery and Design Workshops

Present and discuss Verint's analysis of the Customer online forms and describe how Verint will deliver up to ten (10) feedback business processes using a templated approach as appropriate that may include the following:

- General Comment of Questions
- Specific Incident
- Fare Issue
- Report Lost Item
- Safety or Security concerns
- Employee Compliment or Complaint
- Civil Rights Complaint
- Civil Rights Appeal
- Public Hearings
- Comments to the Board

Each of these feedback business processes will follow the same "workflow" process defined in UTA's "Flowchart for CRM incident investigation" document.

Verint will schedule a discussion on CTI (Computer Telephony Integration).

Verint will schedule a series of two-hour integration workshops for each of the following applications:

- UTA Operations tool that assigns operator work (OWATS)
- Automatic Vehicle Locator (AVL)
- Vehicle Assignment Tool (Sign-out and Headways)
- Trapeze InfoAgent
- Trapeze Bus Stop Manager (URL-based integration)
- Trapeze Paratransit (PASS) customer table

Provide access to CM Pro online training for Customers Trainers and arrange Skills Transfer workshop.

Configuration and Build

During this stage of the project Verint will deliver the following:

- Configure and test the solution to deliver up to ten (10) processes.
- Integration to Cisco Finesse for CTI
- Integration with Okta
- Integration to GovDelivery for SMS and ESRI for mapping services
- Integration with the following applications to retrieve data
 - UTA Operations tool that assigns operator work (OWATS)
 - Automatic Vehicle Locator (AVL), including historical data
 - Vehicle Assignment Tool (Sign-out and Headways)
 - Trapeze InfoAgent
 - Trapeze Bus Stop Manager (URL-based integration)



- Trapeze Paratransit (PASS) customer table
 - Active Directory
 - Cisco Finesse
- Integration to each of these systems (with the exception of Cisco Finesse and Active Directory) will be read-only and via API (e.g. Web Service or URL). If no API exists, then we will create one, unless this is not possible (for example, integration with InfoAgent may not be possible as it is a Citrix application).
 - Reporting based on out of the box, standard reports with Power BI.
 - Verint have also included forty (40) hours of technical support to the Customer should they decide to change the reports.
 - One-time loading of property, citizen and case data
 - Configuration of Customer Portal Essentials (CPE)

UAT Support on Non-Production Environment

Support the Customer User Acceptance Testing (UAT) of the CM Pro solution on the Non-Production environment.

Production Go Live

- Complete a rollout on Production of the CM Pro solution and transition to Verint Support.

Service Hours

Unless otherwise agreed to by Verint and the Customer, the services hereunder will be performed by Verint during Normal Business Hours. Normal Business Hours means 8:00 A.M. to 5:00 P.M., Customer's local time, Monday through Friday, excluding Verint holidays. One exception is the Verint effort to support the transition to go live in Production which will be conducted outside of Normal Business Hours, over the course of a weekend.

Travel and Expenses

Travel and living expenses are non-applicable for the purposes of this SOW. All Verint work will be completed remotely. Technical consultancy support will be provided remotely using WebEx sessions and conference calls.

Scheduling

At the outset of the project, 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.

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 all relevant documentation and information to Verint in a timely manner.
- B. Ensure Customer IT personnel are fully briefed on the needs of the project and are available to assist with any project tasks, including server or network configuration as needed by the demands of the project.
- C. Backup all Customer data
- D. Where applicable, provide Verint personnel temporary or static passwords to servers and databases.
- E. Ensure Site readiness as set forth in Section 1 above.
- F. Synchronize time clocks on all servers and data sources (with time zone adjustments as appropriate).
- G. Install supported operating systems on Customer furnished hardware.
- H. Distribute all software to the agent and supervisor workstations (as applicable).
- I. Where applicable, license and install relational database management system (i.e., SQL) software and obtain sufficient server licenses for client connectivity.

Project Roles

The Verint Project Manager 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 Manager*: Overall responsibility for the delivery of the Project. Helps with issues and escalations for the project.
2. *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.
3. *Solution Architect*: Responsible for overall design and architecture for implementing the Customer solution
4. *Technical Consultant*: Verint will provide Technical Consultant roles to assist with the installation, configuration, and transition of the Verint solution to Production.

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 the business owner that helps with issues and escalation for the Project. This individual is Customer's single point of contact for Verint and is responsible for project coordination, customer resource schedule and ensures performance of Customer responsibilities. This individual must be authorized by senior management with the decision-making powers to ensure the success of the implementation of this engagement.
3. *Business Resources*: These individuals may be called upon to answer questions about policies, people, queues, and other operational information needed for their specific sites.
4. *Business Users*: These are the primary end users of the Verint software.

Communication and Escalation Process

The Verint Project 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 Project Manager by contacting the Verint Delivery Manager and subsequently Verint VP of Services.

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, 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.

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.



Section 2: Implementation 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 and the Agreement. Customer must accept or reject the requested acknowledgment of completion either by signature or by email within five (5) business days. In the event Customer fails to accept or reject a COS by the end of the five (5) business day period, the applicable Service will be deemed delivered complete and accepted.

Project Scope

Project Objective

Verint and the Customer will work together to deliver the following:

- Customer On-Boarding and commissioning of CM Professional on Verint Cloud
- Discovery and Design workshops to present and discuss the requirements analysis and solution design for up to (10) business processes, back office integration workshops and CTI.
- Configure and test the solution to deliver up to ten (10) business processes and agreed integrations.
- Integration to Cisco Finesse for CTI
- Customer Portal Essentials
- Conversational for social messaging
- Reporting based on out of the box standard reports with Power BI and forty (40) hours of technical support to assist the Customer.
- Loading of property, case and citizen data
- Merge individual form to de-duplicate individual citizen records
- Complete UAT (User Acceptance Testing)
- Transition the solution onto Production

Verint Services

Verint have identified the following project specific assumptions as part of delivering the solution defined in this SoW:

1. Both Customer and Verint will assign Project Managers to this project who will be responsible for managing their respective tasks and personnel according to a mutually agreed schedule.
2. Both the Customer and Verint will select qualified personnel to perform their respective tasks.
3. Project Governance is established and agreed with all parties and adhered to.
4. No expenses have been included and it is assumed all services will be delivered remotely.
5. Customer will manage all existing business system vendors to ensure they are aligned with the needs and demands of the project and will provide resources to support the project in a timely fashion.
6. Verint have assumed that the Customer will provide dedicated resources for the duration of the project who understand the business requirements and are empowered to make decisions and take ownership of Customer project deliverables.
7. Customer will provide test data, user accounts and environments for each of the systems being integrated with.
8. Customer shall ensure that access to third party testing environments is available, as required, in a timely manner, supported by the third parties to ensure end to end integration testing can be completed.
9. If a project is placed on hold it creates additional work to stop and then later reengage which will require a change order to restart the project later.
10. Verint will send all identified pre-requisites to the Customer and discuss and agree with the Customer in advance of Services commencing.
11. No additional functionality or integrations to back-office systems have been assumed or included other than the items noted in this SOW.



12. Where Verint requires access the Customer's network (e.g. during the implementation phase to configure APIs or after the implementation phase as a Verint Support activity), all remote Verint activities will be performed over a customer provided VPN. Verint have assumed that they will have direct and appropriate access to perform installation activities on the Customer's servers.
13. The Customer will be responsible for configuration of network components including proxy, DMZ or other firewalls as required, within their network.
14. The business processes that Verint have identified for delivery are based on replicating what is currently available from the www.rideuta.com web site. We have assumed the following process characteristics for the business processes identified.
 - a. General Comment or Question process will contain a maximum of 1 page and 10 data capture fields
 - b. Specific Incident process will contain a maximum of 1 page and 10 data capture fields.
 - c. Fares issue process will contain a maximum of 1 page and 10 data capture fields.
 - d. Report Lost Item will contain a maximum of 23 pages and 200 data capture fields
 - e. Safety and Security concerns will contain a maximum of 1 page and 10 data capture fields
 - f. Employee Compliment or Complaint process will contain a maximum of 1 page and 10 data capture fields.
 - g. Civil Rights Complaint process will contain a maximum of 4 pages and 30 data capture fields
 - h. Civil Rights Appeal process will contain a maximum of 4 pages and 30 data capture fields
 - i. Public Hearing process will contain a maximum of 1 page and 10 data capture fields
 - j. Comments to the board process will contain a maximum of 1 page and 10 data capture fields

The above assumes a number of predefined fields and screen layouts to deliver the 10 processes identified and if, during the Discovery and Design workshops, the Customer would like to change the fields and screen layouts these changes will be managed under change control.

15. Clustering or load balanced configurations are not in scope.
16. The ability to escalate the priority of a case based on the number of times a customer has contacted the Customer will be provided by a CM Professional user reviewing the individual's contact history, then using the out of the box CM Professional functionality to increase the priority of a case and / or reallocating the cast to a high priority work queue.
17. The ability to escalate the priority of a complaint based on the age of the complaint will be an automatic process implemented by the Customer using the case type, case created date, current work queue and the current priority as inputs.
18. Verint will deliver a single survey issued via email after case closure which will contain a single page based on the Verint survey template available on the Verint Marketplace. This survey will have a maximum of 10 data capture fields. On submission it will be automatically liked to the original case. Verint have not included effort to configure issuing surveys via a targeted email campaign.
19. Verint will deploy its standard merge individual Form. Changes to this Form are excluded from scope and can be considered under change control if required. This Form will provide the ability to search for individuals and choose two duplicate records to be merged. The contact history from one chosen record will be merged into the other chosen record.
20. Verint will provide the solution in English only. Following training the customer will be able to configure the citizen facing data capture forms in other languages using the localization functionality of the Verint Forms
21. Verint will conduct a one-time citizen data migration for one non-production and one production environment based on an assumption that the number of records to be migrated are approximately 105K.
22. Verint will conduct a one-time case data migration for one non-production and one production environment based on an assumption that the number of records to be migrated are approximately 203K.

Commissioning of CM Professional

The Customer is responsible for preparing their sites pursuant to any specific technical requirements prior to commencement by Verint of performance of the services.

CM Professional Cloud Services will arrange a call with the Customer to discuss the pre-requisites to be completed in order to commission the CM Professional environments in the Verint Cloud.

Deliverables	Description	Customer	Verint
Readiness review	Customer On-Boarding documentation review.	Provide necessary detail for the commissioning of the CM PRO environments in the Verint Cloud in accordance	Review completed Site Readiness Checklist.



		with the On-Boarding documentation.	Document any questions or incomplete readiness issues.
CM Professional commissioned on Verint Cloud	Verint Cloud commissioning of CM PRO on one non-production environment and one production environment	<p>Provide remote access to servers installed for Verint applications.</p> <p>Confirm third party integration points are installed and ready for integration.</p> <p>Establish remote access to Verint servers throughout the project life cycle.</p> <p>Provide Microsoft Office 365 email accounts for Cloud provisioning and Customer project team member account information as part of the on-boarding process.</p>	Commission CM Professional on Verint Cloud.
Conversocial commissioned on Verint Cloud	Verint Cloud commissioning of Conversocial on one non-production and one production environment		Commission Conversocial on Verint Cloud.

Project Initiation

This step sets the foundation for the project and includes the Customer Project Manager, with any key End-User stakeholders, meeting with Verint to discuss a consolidated project plan, rationalize project management activities and tools, and define roles and responsibilities for all project members. The output of all these activities will be bundled and shared with the entire project team in a project kick-off moderated by the Project Managers.

The purpose of the project kick-off meeting is to ensure that everyone understands the project scope, the approach to managing the project and the communication channels such that team members understand how we are going to make the project a success. Verint will work with the Customer to conduct the following:

- Review this Statement of Work, and accompanying Order documents, with Customer to ensure there is a common understanding on what will be delivered by Verint, what assumptions Verint have made and how change management will be managed throughout the project, particularly in relation to data capture Forms for processes.
- Review initial Verint project schedule with the Customer Project Manager to prepare initial tasks and assignments, associated durations, start and end dates, and predecessors/dependencies.
- Establish communication methods, status meetings and status reporting.
- Provide Customer access to the Verint Community and the Verint Online Academy

Deliverables	Description	Customer	Verint
Project Schedule	Initial Project Plan Schedule (MS Project Gantt) jointly created with the Customer for the delivery.	Review for input and editing.	Create and manage the document and share it



			with the Customer for joint review.
Project Status Reporting	Agree the mechanism for project reporting in relation to status report format and frequency of project review meetings	Review for input and editing. Assist in the preparation and confirmation of Customer tasks, schedule, and resource assignments	Work with the Customer to agree the project status report format and schedule project review meetings
Verint Connect	Provide access to online training courses through the Verint Online Academy.	Confirm access to Verint Connect and training courses within the Verint Online Academy.	Provide details to access Verint Connect and Verint Online Academy.

ASSUMPTIONS

- Customer acknowledges that artifacts that are created during the project initiation stage of the project i.e., Project Schedule, etc., are working documents that will be updated and maintained throughout the lifecycle of the project and therefore understand that these are not “final” versions of these artifacts.
- Customer will be responsible for completing the online training courses for Verint CM Professional made available through the Verint Online Academy before commencing the User Acceptance Test (UAT) phase.

Discovery and Design

Verint will work with the Customer to schedule a series of workshops to review business processes to be delivered based upon Verint's analysis of Customers online processes and Verint's templated design approach. Verint will use templates to deliver a solution to the Customer. These templates may be used without any customizations for processes and can also be tailored to meet specific client requirements, managed under change control. In addition, extra custom fields and process logic can be added to a starter template to configure more complex processes.

The business process workshops will use a persona based, user journey approach to elicit the requirements. During these workshops we will use the Verint templates to review the applicable user journeys and identify the field level data to be captured to support these journeys. The workshops will be scheduled based on the process templates to be used with the assumption that the templates will add consistency to the user experience, regardless of the business area to which they will be applied.

Activities	Description	Customer	Verint
Process Discovery Workshops	A series of workshops scheduled to review up to ten (10) business processes that will be configured using Verint Forms templates.	Work with Verint to schedule workshops and finalize business requirements for up to ten (10) business processes. Populate a configuration spreadsheet with details to enable Verint to configure the business processes in CM Professional. This would include field labels, field types, field validation, process logic, case classification, case workflow, work queues	Work with the Customer to schedule workshops to review business process requirements for up to ten (10) processes utilizing Verint Form Templates. Provide product backlog that captures requirements for up to ten (10) processes based on using the template Forms and the process configuration spreadsheet.



Integration Workshops	<p>A series of two-hour workshops to discuss the integration approach for each of the following systems:</p> <ul style="list-style-type: none"> • UTA Operations tool that assigns operator work (OWATS) • Automatic Vehicle Locator (AVL) • Vehicle Assignment Tool (Sign-out and Headways) • Trapeze – Info Agent • Trapeze – Bus stop info • Trapeze Pass (Paratransit customer database) 	Work with Verint to schedule workshops and finalize integration requirements for the systems listed.	Work with the Customer to schedule workshops to review the integration requirements for the systems listed.
CTI Design	Capture requirements for integration with Customer's Cisco Finesse application.	Work with Verint to schedule workshop for CTI integration.	Work with Customer to schedule workshop to capture requirements for CTI integration.

ASSUMPTIONS

- Verint have assumed that the Customer can describe business processes for the chosen ten (10) to a level where the fields needed to capture data about the process have been defined.
- Verint have assumed that the Customer will provide dedicated resources for the duration of the project who understand the business requirements and are empowered to make decisions and take ownership of Customer project deliverables.
- The Product Backlog will be used by Verint to configure up to ten (10) business processes once signed-off by the Customer. Any modification to the Product Backlog once signed-off and agreed to will be managed under change control.

Configuration and Build

This stage will take the Product Backlog captured during Discovery and schedule a series of fixed duration sprints to complete configuration of the service requests along with other Verint deliverable and testing of the solution.

Activities	Description	Customer	Verint
Business Process Configuration	<p>Configure the data capture forms for the agreed user stories included in the Product Backlog for up to ten (10) business processes which may include the following:</p> <ul style="list-style-type: none"> • General Comment or Question • Specific incident • Fares issue • Report Lost Item • Safety or security concern 	Provide styling for the data capture forms.	<p>Configure up to ten (10) business processes utilizing Verint Form Templates to include the case classification, case workflow, queue setup, and creation of event codes.</p> <p>Apply styling provided by Customer to up to ten (10) business processes.</p>



	<ul style="list-style-type: none"> • Employee compliment or Complaint • Civil rights complaint • Civil rights appeal • Public Hearings • Comments to the Board 		
ESRI-GIS Integration	Deliver the out of the box GIS integration in CM Professional.	<p>Provide any required GIS layers (including feature layers and base layers) that are needed.</p> <p>Provide a reverse geocoding service, if required.</p> <p>Provide a custom locator service, if required.</p> <p>Provide open unauthenticated access to the GIS feature layers and attributes as required. Layers are assumed to be grouped into a single GIS service.</p> <p>If a case layer is required, the customer will provide an ESRI REST API which Verint will call when cases are created and closed. This API will be used to maintain the data provided via an ESRI layer.</p> <p>Provide up to 5 feature layers that will be configured on the map with up to 5 business rules configured per layer.</p>	Integrate to GIS system using published APIs available over the Cloud and based on the agreed integration design specifications approved during Discovery and Design.
Citizen Data Migration	Populate citizen data in the CM Professional database.	<p>Provide Verint with a csv file of the data required for citizen migration in the Verint standard format.</p> <p>Ensure the quality and accuracy of the anonymous citizen records and sanitize any duplicate records found within the source data prior to creating the anonymous citizen data file in the required format for loading</p>	<p>Provide tools to load citizen data which consists of two cycles of loading citizen data to align with data protection stipulation:</p> <ul style="list-style-type: none"> • Provide the customer with the required file format for them to provide anonymous citizen data so that Verint can test the loader in the non-



		<p>on the non-production environment.</p> <p>Ensure the quality and accuracy of the actual citizen records and sanitize any duplicate records found within the source data prior to creating the actual citizen data file in the required format for loading on the production environment.</p>	<p>production environment.</p> <ul style="list-style-type: none"> The same file format will then be used by the customer to provide the actual citizen data for loading into the production environment.
Case Data Migration	Execute the agreed mechanism to load case data from the existing system into CM Professional.	Provide Verint with a csv file of the data required for case data migration in the Verint standard format.	<p>Provide file format to the Customer for case data Extraction.</p> <p>Load the case data in CM Professional by running the Case Loader using the extract file provided by the Customer.</p>
Customer Portal Essentials (CPE)	Deployment of out-of-the-box of Verint Customer Portal Essentials (CPE).	<p>Provide the corporate stylesheet guidelines as well as any logos that are required.</p> <p>Perform any additional styling of forms or web pages as required.</p>	<p>Configure basic CSS styling and application of a custom header / footer for Customer Portal Essentials.</p> <p>Deploy agreed Verint configured forms to CPE.</p>
CTI Integration to Cisco Finesse	Enable CTI within EM Professional to accept incoming telephony data to be used to screen pop citizen data from the CM Professional database.	Provide access to telephony systems to test out the CTI integration in both non-production and production.	Configure CM Professional Employee Desktop to integrate with the Customer's Cisco Client Software to enable screen-pop of the caller's details on non-production and production.
Integrations to various systems	<p>Deliver integrations to the following systems for data retrieval</p> <ul style="list-style-type: none"> UTA Operations tool that assigns operator work (OWATS) Automatic Vehicle Locator (AVL) Vehicle Assignment Tool (Sign-out and Headways) Trapeze – InfoAgent Trapeze – Bus stop info Trapeze – Pass (Paratransit customer database) 	Provide access to all of the systems to be integrated to as part of the solution for both configuration and testing purposes.	Configure CM Professional to retrieve data from the systems listed to populate business process Forms.



Power BI Deployment and Consultancy	Deploy standard reports on one (1) non-production environment and one (1) production environment.	Define reporting requirements to be used during the forty (40) hours of Technical Consulting for Power BI.	Deploy standard reports. Provide forty (40) hours of Technical Consulting support to the Customer on the OOTB standard reports provided to the Customer using Power BI through the CM Professional Cloud Data API.
End-to-End Testing	Complete end-to-end testing of Verint configured deliverables.	Review testing results of Verint end-to-end solution testing.	Conduct end to end solution integration testing for the components of the solution we are responsible for delivering and share test results with the Customer.

ASSUMPTIONS

- The Configuration and Build activities will commence once the Customer has signed off on the Discovery and Design activities and milestone.
- Verint will be responsible for configuring a total of up to ten (10) business processes in accordance with this statement of work and the Product Backlog. Any additional processes configuration will be managed under change control.
- The business processes to be configured are considered 'feedback' processes and will follow the workflow defined in the customer supplied 'Flowchart for CRM incident investigation' document.
- Verint will perform one property data load on Customer's non-production and production environment.
- Verint assumes that the Customer will be using ESRI ArcGIS based maps and that their GIS application will provide a public facing JavaScript API which Verint Forms will use to interact with the map.
- Verint will perform one citizen data migration on the non-production environment and one citizen data migration on the production environment. Any additional citizen data migration is not included within the scope of this statement of work and will be managed under change control.
- Verint will perform one case data migration on the non-production environment and one case data migration on the production environment. Any additional case data migration is not included within the scope of this statement of work and will be managed under change control.
- CTI integration will be configured via a decorated URL.
- The following applications to be integrated with CM Professional do not have a Web service interface and as such the customer will provide Verint access to the underlying databases and the SQL queries required to satisfy the business logic. The databases will be either Oracle or MS Sql Server.
 - a. OWATS
 - b. Vehicle Assignment Tool (Sign-out and Headways)

User Acceptance Testing

Customer will create and execute user test cases for the agreed Verint deliverables. The testing will be performed in a controlled manner which allows Customer to verify and document that the test cases work as expected or capture details of any anomalies that may occur. Verint assistance with Customer specific user testing is billable under this SOW and Verint has already included up to fifty six (56) hours of Verint assistance.

Activities	Description	Customer	Verint
Customer UAT (User Acceptance Testing) Support	Customer UAT of the Verint deliverables is complete with all Severity 1, Severity 2 and Priority 1 and Priority 2 issues	Create Customer specific test cases and associated test data, including setup on third party systems providing integration to Verint CM Professional.	Verint will provide support to the Customer throughout UAT and will work with the Customer to



	found against Verint deliverables resolved.	<p>The Customer shall ensure that access to third party testing environments is available, as required, in a timely manner, supported by the third parties to ensure end to end integration testing can be completed.</p> <p>Execute each test and confirm test results.</p> <p>Document all test results and share with Verint.</p>	resolve issues found with Verint deliverables.
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ASSUMPTIONS

- The User Acceptance (UAT) activities will commence once the Customer has signed off on the Configuration and Build activities and milestone.
- Verint will be responsible for triaging defects that occur during UAT that are associated with any processes and / or integration that Verint have delivered. If Verint are requested to triage and resolve defects related to non-Verint deliverables this will be managed under change control.
- Customer will supply the necessary resources to execute UAT including the logging and management of defects. Verint will provide project related support during this phase Customer will provide relevant use cases to be used for testing as requested to allow Verint to complete basic integration validation prior to handover for UAT.
- The Customer shall ensure that access to third party testing environments is available, as required, in a timely manner, supported by the third parties to ensure end to end integration testing can be completed.
- Customer will provide the necessary test case documentation required for UAT.
- Customer will fully own UAT and perform a full regression test of the solution on the non-production environment.
- Customer will also ensure all tests are carried out and results are provided in a timely manner.
- This stage will be deemed complete when any Severity 1, Severity 2 and Priority 1 and Priority 2 defects found in the Verint deliverables are resolved, which include the processes, user journey and integration with Customer's middleware.

Production Readiness and Customer Support Handover

Verint will work with the Customer to complete the rollout of the overall solution on Production to all Customer users.

Activities	Description	Customer	Verint
Go Live Technical Assistance	Provide updated action plan for remaining defects.	<p>Provide rollout schedule to Verint for review and feedback.</p> <p>Reserve training facilities if applicable and use Customer Trainers to conduct end user training.</p> <p>Ensure all Customer third party vendor environments are ready for go live.</p>	<p>Migrate the solution from Non-production to Production and conduct an agreed set of regression tests along with the Customer to ensure the migrated solution is good to go.</p> <p>Create and manage the defects action plan and share it with Customer for joint review and later approval.</p>
Handover to Verint Support complete	Completed Post Implementation support and handover	Identify resource to participate in handover session to Verint.	Completed documentation for handover to Verint Support.



	documentation created for Verint Support.	Acknowledge handover is complete and all future issues will be managed through Verint Support	Arrange and facilitate a handover call with the Customer and Verint to review the ongoing incident handling procedures.
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ASSUMPTIONS

- The Production Readiness and Customer Support Handover activities will commence once the Customer has signed off on the UAT project milestone.
- Customer has prepared internal organization for go live of the solution.
- Customer will be responsible for conducting any end-user training required for Customer resources in preparation for project go-live.
- Additional go-lives or go-live support is out of scope unless otherwise managed under change control.
- This stage will be deemed complete when any Severity 1, Severity 2 and Priority 1 and Priority 2 defects of the Verint configuration are resolved.

Section 3: Training Services

The Customer will have access to the following training modules available on Verint Connect should the customer wish to proceed with this training:

Employee Desktop

Prerequisites

- Computer literate with an understanding of the Customer processes

Audience

- Customer Trainers, Business Analysts, Technical Configurators, System Integrators

Objectives

- The course provides a high degree of hands-on, intensive training on the Employee Desktop to contact center agents and supervisors.

Duration

- Verint Online Academy: Estimated Time - 30 minutes

Content

- The course comprises of the following modules:
 - How to navigate the new Employee Desktop interface
 - How to create a new interaction and case using the new user interface
 - How to handle a case or interaction as a back-office worker

Business Configuration

Prerequisites

- Employee Desktop
- General IT and business skills

Audience

- Customer Trainers, Business Analysts, Technical Configurators, System Integrators

Objectives

- The course focuses on developing the skills necessary to configure and maintain Case Management Professional using the Configuration Studio. It provides a high degree of intensive, hands-on product experience.



Duration

- Verint Online Academy: Estimated Time - 8 hours

Content

- The course comprises of the following modules:
 - What is Engagement Management Professional?
 - An overview of the configuration process
 - Creating an admin user
 - Configuring classifications
 - Creating work queues
 - Configuring security groups
 - Configuring tasks
 - Form definitions
 - Configuring and testing a process definition
 - Customer notifications
 - Online forms and browser events
 - Adding service requests to the customer portal
 - An introduction to authoring knowledge
 - Creating Scriptflows
 - Summary and quiz

Verint Forms

Prerequisites

- Business Configuration

Audience

- Customer Trainers, Business Analysts; Technical Configurators.

Objectives

- The Verint Forms application provides the capability to rapidly develop and deploy custom web based and in application forms. Content and forms can be served using the Customer Portal Essentials capability of the Case Management Professional solution. This provides a Platform accessible to citizens over the web in self-service and CSC agent-assisted modes. During this course you will learn how to configure a form and explore the features available within the tool.

Duration

- Verint Online Academy: Estimated Time - 3 Hours

Content

- The course comprises of the following modules:
 - Introduction to Forms
 - Introduction to the Forms Builder
 - Configuring Forms
 - Areas and Widgets
 - Validation and Publishing a Form
 - Buttons and Conditional Rules
 - One to Many Widget
 - Look and Feel
 - EM Professional Integration
 - Additional Functionality
 - Quiz
 - Summary

The course is supplemented with demonstrations and examples and provides the student with extensive hands-on product experience.



ASSUMPTIONS

1. All Verint software documentation and eLearning / training materials are provided in English language only.
2. Verint have included CM Professional training courses for the Customer and have assumed that those attending the training are computer literate, have general IT skills and are familiar with configuring application software.
3. The Customer accepts and acknowledges that the training material that will be used are standard training courses that are used to train all Verint CM Professional customers and cannot be tailored to suit specific Customer requirements.
4. Verint are not responsible for the abilities of the Customer's attendees at Verint training courses to understand and apply the training they have received.



Section 4: Attachments

Attachment A: Sample Change Order Request Form

Date		Change Order #		Customer Name	
SO#		Verint VP		Verint Project Manager	

Change Information

Summary or Requested Change: [indicate below]					
Application(s)		Release		Affected Site(s)	
Total Quote Cost:		\$		[] Fixed Fee [] Time & Material [] Mixed	
		New Quote #:		**T&M Project Over-Run [] Yes [] No	
Additional Time by Resource Type (Scope)	Resource Type	Days/Hours	Resource Type	Days/Hours	
PO Required [] Yes [] No		PO Number			
New SOW Required [] Yes [] No					

Customer Acceptance

Customer Representative (Name/Title)		Phone Number	
Authorizing Customer Signature/Date		Email Address	
<i>Agreement Incorporation - The terms and conditions of the original order (referenced above) will govern this agreed upon change.</i>			



Attachment B: Sample Milestone Completion of Services Form

Client and Project Information

Client:			
Project Name:		Project ID:	
Address:			
Responsible Party:			
Email Address:			
Telephone:			

Purchase Order #:		Purchase Order Amount:	
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Milestone(s) or Services Completed

Milestone #	Description	Date Completed	Invoice Amount

Milestones set forth in this Confirmation of Services (COS) document must either be accepted or rejected within five (5) days of submission by Verint; if rejected, Customer will furnish details of rejection sufficient for Verint to re-perform and correct the affected Service(s), after which a new COS shall be provided for Customer's acknowledgement. The parties acknowledge that work on all future milestones may either be temporarily halted or will not commence until resolution is reached on any milestone not accepted. In the event Customer fails to accept or reject this COS by the end of the five (5)-day period, the applicable Service will be deemed delivered complete and accepted.

Customer confirms that that the undersigned is authorized to acknowledge completion of the applicable milestone(s) on behalf of Customer.

Customer Acceptance

Customer Representative (Name/Title):		Phone Number:	
Authorizing Customer Signature/Date:		Email Address:	



Currency: USD

Exhibit B
21-03533 - Customer Relationship Management Software
ORDER: 548391 – 6
(Reference Quotes: 548391 & 550350)

This Order is attached to and made a part of the UTA CONTRACT NO. 21-03533 ("Agreement" or "Contract") and is by and between Verint Americas Inc. ("Verint") and Utah Transit Authority ("Customer"). The effective date of this document shall be the date of the last signatory of the Agreement.

1a. SAAS ACCESS RIGHTS AND INITIAL SAAS ACCESS FEES:

Item #	Description (QUOTE 548391)	Term (Months)	Units	UOM	Sell Price
89-180-5127	Verint Case Management Professional Employee Desktop - SaaS	36	1	Named Employee	1,872.00
93-531-1180	Verint Case Management Professional Data Model and reports for Power Business Intelligent - SaaS	36	1	Server	50,400.00
93-531-1216	Verint Case Management Professional Employee Desktop (Case Handler Only) - SaaS	36	1	Named Employee	624.00
93-531-1257	Verint Case Management Professional Sandbox Essential - SaaS	36	1	Sandbox	18,000.00
93-531-1259	Verint Case Management Professional Case Transactions Add On - SaaS	36	1	Case Transactions	120,000.00
93-533-0001	Verint Knowledge Management Professional - SaaS	36	1	Named Employee	1,296.00
93-530-7812	Verint Messaging Agent Workspace Evolve Concurrent (up to 3 individuals per each Concurrent User) - SaaS	36	1	Concurrent User	26,250.00
TOTAL INITIAL SAAS ACCESS FEE – 36 MONTH:					218,442.00
ANNUAL SAAS ACCESS FEE – 12 MONTH:					72,814.00
The Access Term for the above SaaS Services is for the number of months set forth in the table above commencing on December 23, 2022 and is non-cancellable. Upon expiration of the Initial Access Term, Customer has the option to purchase the above (1a.) SaaS Access in Year 4 for the price of 76,454.70 and in Year 5 for the price of 80,277.44. Customer may unilaterally extend the Access Term by written notice to Verint within sixty (60) calendar days of Access Term expiration.					

1b.

Item #	Description (QUOTE 550350)	Term (Months)	Units	UOM	Sell Price
93-531-1216	Verint Case Management Professional Employee Desktop (Case Handler Only) - SaaS	31	54	Named Employee	29,000.00
89-180-5127	Verint Case Management Professional Employee Desktop - SaaS	31	44	Named Employee	70,929.99
93-533-0001	Verint Knowledge Management Professional - SaaS	31	44	Named Employee	49,106.00
TOTAL INITIAL SAAS ACCESS FEE – 31 MONTH:					149,035.99
ANNUAL SAAS ACCESS FEE – 12 MONTH:					57,691.35
The Access Term for the above SaaS Services is for the number of months set forth in the table above commencing on May 23, 2023 and is non-cancellable. Upon expiration of the Initial Access Term, Customer has the option to purchase the above (1b.) SaaS Access in Year 4 for the price of 60,575.92 and in Year 5 for the price of 63,604.71. Customer may unilaterally extend the Access Term by written notice to Verint within sixty (60) calendar days of Access Term expiration.					

2. FIXED FEE PROFESSIONAL SERVICES FEES:

Item #	Fixed Fee Professional Services (QUOTE 548391)	Units	UOM	Sell Price
89-555-0201	Fixed Fee Services To be delivered in accordance with Exhibit A: Statement of Work	1	Each	455,000.00
TOTAL FIXED FEE PROFESSIONAL SERVICES FEE:				455,000.00

3. TOTAL FEES FOR THIS ORDER: 822,477.99

4. INVOICING AND PAYMENT TERMS: All invoices will be paid by Customer in accordance with the Agreement, and invoices will be issued as follows:
SAAS ACCESS FEES: The total initial SaaS Access Fee will be invoiced on a pro rata annual basis. The first invoice shall be on or soon after the effective date of this Order and each following invoice will be issued on the date sixty (60) days prior to each anniversary of the effective date of this Order through the Access Term.

FIXED FEE PROFESSIONAL SERVICES FEES:
Solely for this Order the total Fixed Fee Professional Services Fee will be invoiced as follows:

\$22,750 (Milestone 1) on or soon after the Effective Date of this Order, and
Each milestone shall be invoiced upon completion as defined in the attached SOW as documented in the Confirmation of Services ("COS") approved by Customer.



The Production Milestone invoice amounts are as follows:

Customer Milestones	Service Fee	% of Total Services
Milestone 1 - Commissioning of CM Pro Complete	\$22,750.00	5%
Milestone 2 - Project Initiation Complete	\$45,500.00	10%
Milestone 3 - Discovery and Design Complete	\$68,250.00	15%
Milestone 4 - Configuration and Build Complete	\$204,750.00	45%
Milestone 5 - UAT Complete	\$91,000.00	20%
Milestone 6 - Customer Support Handover Complete	\$22,750.00	5%
	\$455,000.00	100.00%

5. DEFINITIONS AND THIRD PARTY APPLICATIONS: 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:

Verint Case Management Professional Sandbox Essential - SaaS "The Sandbox (a) is applicable solely to those products listed below to which Customer is subscribed for use in a SaaS production environment, for up to 25 users; (b) is deployed as a standard Verint environment with the same administrative rights as the production environment; (c) has a maximum capacity of 10GB; (d) will be updated subject to Verint's standard change management process except that new "major" releases will be applied at least two (2) weeks before deployment in Customer's production SaaS environment; (e) does not permit performance testing; and (f) does not include any configuration services or change migration services from one environment to another. Verint will use commercially reasonable efforts to enable an Uptime Percentage of 90% with respect to the Sandbox. Customer acknowledges and agrees that no Service Level Credits are applicable to the Sandbox.

Products: Case Management Professional - Employee Desktop - SaaS, Case Management Professional - Employee Desktop (Case Handler Only) - SaaS, Case Management Professional - Social Engagement Add On - SaaS, Case Management Professional - CTI Connector (CCVA) - SaaS, Case Management Professional - Data Model and Reports for Power BI - SaaS, Case Management Professional - Messaging - SaaS, Case Management Professional - Transactions (APIs, Customer Portal) Add On, Case Management Professional - Search - Documents Indexed - 1 to 5,000 (SaaS)"

Verint Case Management Professional Case Transactions Add On - SaaS Includes up to 100,000 Case Transactions in the aggregate per month

"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. A Named Employee license assigned to an individual may not be re-assigned on a temporary basis nor may individuals be rotated in and out of active use.

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

"Case Transactions" are case creations, reads, updates and deletions including, but not limited to: (i) a customer created case from the customer portal; (ii) an external system case update via an API; and (iii) a bot created case via an API. Prepaid Case Transactions not consumed during a single month are forfeited and are not carried over to the next month.

"Sandbox" is a test environment limited for use for testing Customer specific configurations and integrations, and Verint major releases, and is provided without service level or availability obligations.

"Concurrent User" means each employee, agent, consultant, contractor or subcontractor that is accessing the Software either directly or indirectly whether through a log-in or website at any specific point in time.

Use of all third party applications provided by Verint is expressly limited to use in conjunction with the Products (i.e. may not be used independent of the Products).

6. ADMINISTRATIVE:

Address Type	Contact Name	Email	Phone	Address
Install/Shipping	Rick Wilson	rwilson@rideuta.com	(801)287-3016	669 West 200 South, Salt Lake City, Utah 84101
Billing		Accounts Payable	AP@rideuta.com	669 West 200 South, Salt Lake City, Utah 84101

THE TERMS, CONDITIONS, AND FEES CONTAINED IN THIS ORDER ARE VALID PROVIDED IT IS EXECUTED BY CUSTOMER/AFFILIATE AND RECEIVED BY VERINT ON OR BEFORE DECEMBER 23, 2022.