

Verint Systems, Inc.
300 Colonial Center Parkway
Roswell, GA 30076

**immixTechnology Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached **Verint Systems, Inc.** ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT70 contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that ImmixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
 - v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

VERINT AMERICAS INC.

VERINT AMERICAS INC. LICENSE, WARRANTY AND SUPPORT TERMS

CONTRACTOR THROUGH VERINT AMERICAS INC. ("VERINT") IS WILLING TO LICENSE EACH OF THE SOFTWARE PROGRAMS ("SOFTWARE") AND ANY ACCOMPANYING USER DOCUMENTATION ("DOCUMENTATION"; THE SOFTWARE AND DOCUMENTATION ARE COLLECTIVELY REFERRED TO AS THE "PRODUCT"), PERFORM SUPPORT SERVICES RELATED TO THE PRODUCT(S), AND PERFORM OTHER SERVICES, EACH AS IDENTIFIED AND AGREED IN ORDERS BETWEEN ORDERING ACTIVITY (HEREIN ALSO REFERRED TO AS "YOU" OR "YOUR") AND CONTRACTOR ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS ATTACHMENT A. IN THE EVENT YOU HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE TERMS OF THIS ATTACHMENT A PRIOR TO DELIVERY OF THE PRODUCT, YOU WILL BE ENTITLED TO A FULL REFUND OF THE LICENSE FEES, IF ANY, THAT YOU MIGHT HAVE PAID FOR THE SOFTWARE FROM THE CONTRACTOR; PROVIDED THAT (I) YOU RETURN OR DESTROY ALL COPIES OF THE SOFTWARE AND NOTIFY CONTRACTOR OF SUCH DESTRUCTION, (II) YOU MAKE SUCH REFUND REQUEST BEFORE YOUR FIRST USE OF THE SOFTWARE, AND (III) CONTRACTOR RECEIVES SUCH REQUEST NO LATER THAN THIRTY (30) DAYS FOLLOWING DELIVERY OF THE SOFTWARE TO YOU.

1. **BACKGROUND.** THIS IS A SOFTWARE LICENSE AND NOT A SALE OF SOFTWARE. THE PRODUCT, WHICH IS PROVIDED WITH THIS ATTACHMENT A, IS LICENSED TO YOU SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH DEFINE WHAT YOU CAN AND CANNOT DO WITH THE PRODUCT, AS WELL AS LIMITATIONS ON WARRANTIES AND REMEDIES.

2. **OWNERSHIP.** Products provided are not in the public domain. Verint, its affiliates and/or its licensors are the owners of all Product intellectual property rights, including, without limitation, patent, trademark, copyright, and trade secret rights, and the techniques and ideas embodied and expressed therein, including the structure, sequence, and organization of the Software (collectively, the "Program Concepts"), and any derivatives therefrom. You acknowledge that, except for the limited license granted hereunder, you have no rights in or to the Product, the Program Concepts, or any derivatives therefrom.

3. **GRANT OF LICENSE.** If you accept the terms and conditions of this Attachment A, you are granted a non-exclusive, non-transferable, non-assignable, perpetual (subject to the termination rights herein) license to use the Product pursuant to the terms of this Attachment A and to the extent as described in any order documents related to this Attachment A. You may only use the Software in object code form solely for internal, in-house use. You are entitled to install and use the Software to the extent and in the manner specified on such order. Except to the extent by law the following rights cannot be restricted, you may not (a) make any copies of the Product or its contents other than additional copies of the Product solely for back-up or archival purposes, (b) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Product to any other party, (c) translate, modify, disassemble, or reverse engineer the Product, (d) create derivative works based on any portion of the Product, (e) obtain possession of any source code or other technical material relating to the Software, (f) use the Software in a production environment for the operation of a service bureau or otherwise directly or indirectly commercially exploit the Software, or (g) remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained on the media or included in the Product.

4. **SERVICES.** Prior to the installation of the Software, you shall ensure that a suitable Customer Environment (as defined below) is established for use and operation of the Software. You acknowledge that Contractor or Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software needed to prepare or maintain the Customer Environment. "Customer Environment" means the computing environment separately procured, prepared and maintained by you for the use and operation of the Software, which meets Verint's then-current minimum system requirements.

5. **WARRANTY.** Contractor warrants that: (a) as of date of Software purchase, and for 90 days thereafter, the Software will operate substantially in accordance with the Documentation; and (b) for a period of 30 days after performance, the services provided hereunder were performed in a timely and professional manner by qualified personnel. This warranty does not apply to defects caused by misuse, neglect, incorrect installation, computing environment or use, any alteration or repair. Any claim for

breach of the above warranties must be brought by you within the warranty periods specified above. The remedy for any breach of the foregoing warranties is for Contractor through Verint to repair, modify, replace or re-perform (each as applicable). The warranties specified above are subject to the exclusions specified in Section 7, and are subject to applicable law, and Contractor shall provide you with additional warranty rights with respect to the Products and Services to the extent those rights cannot be excluded by those laws.

6. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ATTACHMENT A, CONTRACTOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, UPGRADES OR UPDATES (AND ANY COPIES OF THE SAME), SUPPORT AND SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS ATTACHMENT A, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

7. **SUPPORT.** Contractor through Verint shall use commercially reasonable efforts to provide you: (i) direct access via telephone to Verint's support center during support level hours, (ii) error corrections for Product errors to allow the Software to operate substantially in accordance with the Documentation, and (iii) updates and upgrades that Verint, in its sole discretion, generally offers to its customers at your support level. Support shall be provided by Contractor through Verint only for the then-current Product version, and for the immediately preceding minor release for a period of 6 months after the then-current version is made generally available. Notwithstanding Contractor through Verint's support obligations hereunder, Verint shall have no responsibility or liability of any kind arising or resulting from: (a) your failure to (1) correctly install any error corrections, updates, or upgrades (2) prepare and maintain the Customer Environment, (3) grant Verint access and security authorization and provide necessary communications mechanisms for remote access; (b) errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Software, or problems to or caused by products or services not provided by Verint; (c) Software modification, amendment, revision, or change by any party other than Verint; or (d) Internet connection problems, or data or data input, output, integrity, storage, and back-up, which shall be deemed under your exclusive control, and your sole responsibility.

8. **TERMINATION.** Upon termination, you shall immediately return the Product and any copies to Verint, or, at Verint's discretion and written notice to you, you shall permanently destroy all copies of the Product and any related materials in your possession or control.

VERINT MAINTENANCE AND SUPPORT PLAN:

Verint provides maintenance and support for Products provided to Customer's¹ of Verint, in accordance with the terms and conditions of this Support Plan, and the agreement executed between Verint and its Customer. The terms of support will depend on the specific terms of Customer's Agreement with Verint, and the Support Plan subscribed to by Customer for each of location. The terms of this Support Plan may change from time to time. Any such changes will be effective as of Customer's next support renewal term. Please retrieve and review this document on an annual basis to ensure the Support Plan is the plan you desire for the next support term.

1. PLAN SUMMARY

Item	Premium Support Plan	Standard Support Plan ²	Basic Support Plan ³
Hours of Coverage	24x7	Americas 8am to 8pm EMEA 8am to 6pm APAC 8am to 5pm Monday – Friday ⁴ (except Verint business holidays)	8am to 8pm Monday – Friday ⁴ (except Verint business holidays)
Targeted Response Times (hours)			
Severity 1	1	2	4
Severity 2	2	8	8
Severity 3	8	Next business day	Next business day
Software Updates			
Error Corrections	Included	Included	Included

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

² The Standard Support Plan is the only plan available for retail financial services software ("RFS").

³ Available in select markets only.

⁴ For the Americas all time is ET; for EMEA, the time is GMT; for APAC, the time is local time to the specific country of installation.

New Versions ⁵	Included	Included	Excluded
Additional Services			
Replacement Parts ⁶	Included	Included	Included
Driving Innovation global user conference tickets	2 per year	0	0

Severity Level Definitions:

- Severity 1: An Error that has severe impact on business or operations where the Product is inoperable, fails catastrophically, or is causing severe data loss or corruption.
- Severity 2: An Error that results in some impact on business or operations where the Product may be usable and the performance is significantly degraded.
- Severity 3: An Error that results in minimal impact on business or operations where the Product may be usable, but there is only a minor impact on performance where one or more functions do not operate optimally.

For Customers that where under a "legacy Witness" support plan, the following provides a cross reference to your prior plan name:

New Plan Name		Legacy Plan Name
Premium	←	Premier
Standard	←	Advantage
Basic	←	Essential

2. SUPPORT

2.1. SUPPORT PROCESS

The Verint Customer Contact Center is the focal point for every type of Customer request relating to the use and support of licensed Product. To initiate a request, a Designated Employee from Customer should contact the appropriate Contact Center listed below during the hours in which support is provided under Customer's Support Plan. Upon initiation of a support request, the Verint support representative will open a trouble ticket to document the problem, and will provide customer with a trouble ticket number for future reference. Trouble tickets relating to Product Errors are assigned to a support engineer based on the severity level of the Error and the order in which they are received.

The following information is required when opening a trouble ticket:

- Customer name, contact name, phone number, cell/pager number, email address
- Site location
- Product and Product version
- Detailed description of the problem
- Events leading up to the problem
- Any configuration changes made to the Product and/or Customer Environment

Region Support	Verint Contact Center Location	Contact Information
Americas	North America EST	1-888-9-VERINT (1-888-983-7468) contactcenter@verint.com
Asia Pacific (APAC)	Israel	+972 9 962 5881 Fax +972 9 962 5871 ccd.helpdesk@verint.com
	India	+91 124 5159500 +91 98 99 55 59 97 Fax +91 124 4159510 HD_India@verint.com
	Hong Kong	+852 8103 0104 Fax +852 2797 5679 ccd.helpdesk@verint.com
	Australia	1-300-VERINT anz-support@verint.com

⁵ New Versions may require the procurement by Customer of additional hardware, related third party software and/or installation and configuration services.

⁶ Solely for Hardware provided by Verint to Customer under the Agreement.

	Japan	(81)3-5919-1860 Fax (81)3-5919-1865 Japan_helpdesk@verint.com
Europe Middle East and Africa (EMEA)	London, UK GMT	+44 (0) 845 843 7333 Fax +44 (0) 1372 869 005 Customersupport.emea@verint.com

2.2. CUSTOMER'S SUPPORT OBLIGATIONS

Customer is responsible for having a sufficient number of Designated Employees trained on the use and administration of the Products to support Customer's use of those Products. Customer is responsible for initial problem determination, fault analysis, and for providing the following:

- Completion of routine tasks as specified in Verint documentation
- Daily checks on all system components including the use of proactive monitoring tools and loggers
- Shut down and restart of systems in a controlled manner and subsequent testing
- Validation and maintenance of system configuration records (pre and post change), including moves and other changes
- Investigation and resolution of end user training issues
- Full system backups of data and configuration
- Loading of OS service packs accordance with Verint's recommendations and change management
- Assist Verint with incident management, including:
 - Initial investigation
 - Data collection (Log files, crash dumps, error messages, trace files, screen shots, etc.)
 - Troubleshooting the incident using internal knowledge and supplied on-line help files
 - Restoration of service by implementing a known work around
 - Restarting services as required to maintain availability
 - Maintain accurate records of all support activity during the incident lifecycle and monitor trends
 - Involvement with resolving major incidents or problem root causing analysis
- Provide Verint with reasonable access to the Product's site as well as to the data relating to the operation of the Product and an adequate working space and facilities;
- Allow only a Verint authorized technician to directly or indirectly, maintain or support, the Product or any component thereof.
- Designate as the Verint product contact an English-speaking, appropriately qualified person who has been trained by Verint, or its authorized third party, for Product operation, administration, and system maintenance to serve as the primary point of contact with Verint, or its authorized third party, all service activities performed hereunder.
- Provide Product administration and provisioning such as, but not limited to, recording, printing reports, performing backups.
- If applicable, purchase and maintain a spare parts kit on site based on the recommendation by Verint based on various Product and site parameters.
- Ensure any consumable supplies (for example tapes) are available on site for Product maintenance activities.
- Provide means of communication as many reasonable be requested by Verint for the purpose of remote maintenance, product testing, and consultation.
- Ensure Operating System and Database software versions, service packs and minor fix levels are in line with Verint Witness Actionable Solutions ("WAS") product configuration requirements.

3. REPLACEMENT PARTS

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

Any defective part, component or whole Product, whether or not as an update, shall become the property of Verint. Similarly any part sent to Customer that is not ultimately used to correct an Error is the property of Verint.

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

4. REPAIRS PROCEDURE

Return Authorization

Upon identifying a faulty component covered by this Support Plan, Customer should open a trouble ticket using the service call procure outlined above and obtain an RMA number from the regional Verint Support Center. RMA shipments to Verint must be ship CIP (Cost and Insurance Paid), or equivalent, as per Incoterms 2000. RMA shipments from Verint to Customer will be shipped as DDU (Delivery Duty unpaid), or equivalent, under Incoterms 2000. The RMA number should be clearly marked on the returned

item, as well as the package and shipping documents. Each RMA shipment to Verint should contain a clear 'ship to' return address for the return shipment to Customer.

Advance RMA

Advance RMA of critical parts is available in certain circumstances. For the Advance RMA process, Verint will ship replacement parts to Customer in advance of receiving the Customer's defective part. Customer must return the defective part for receipt by Verint within 30 days of shipment of the replacement part. All defective part returned to Verint must be shipped CIP.

5. REQUIREMENTS FOR SUPPORT

5.1. REMOTE ACCESS

Verint requires remote access to Customer locations (or end users location with respect to partner Customers) for supporting and resolving Errors a Customer may experience with Products. Verint uses web-based remote control software such as WebEx as its method of connectivity. Contractor through Verint may also use Site to Site VPN or, upon mutual agreement, other connectivity methods as required and which may result in additional charges to Ordering Activity. Ordering Activity must provide remote access to Verint and/or an authorized third party service provider acting on its behalf. Any estimated response times are predicated on timely provision of remote access.

ON SITE SUPPORT

Where Ordering Activity has provided Contractor through Verint with remote access and Verint is unable to diagnose and/or resolve the Error via that remote access, Verint or its authorized third party representative shall provide Ordering Activity with on site support. When on site support is provided hereunder, Verint's obligations hereunder are conditioned upon Ordering Activity (i) granting Verint reasonable access to the Product to perform those services, (ii) providing Verint a secure and safe work environment and any necessary electrical and/or telecommunications connections and ancillary equipment, and (iii) providing a technical point of contact that is on site and available at all times while the Verint service personnel are on site.

ANTIVIRUS SOFTWARE

Ordering Activity is responsible for the license, installation and maintenance of antivirus virus software. The Ordering Activity provided antivirus software must be compatible with Microsoft operating system and must be configured according to Verint WAS configuration specifications. In the event a virus infects a Product(s) and services are required those services are not covered by this Support Plan.

THIRD PARTY OPERATING SYSTEMS AND SECURITY PATCHES

Operating systems and security patches (as made available by the software manufacturer) are the responsibility of Ordering Activity based on guidance from Contractor through Verint on compatibility.

EXCLUSIONS FROM SUPPORT

To be eligible for support services under Ordering Activity's Support Plan, the Product must (i) be in good working order as of the start of the then current support term and (ii) be maintained by Ordering Activity in accordance with the Documentation. This Support Plan does not cover support for Errors in any Product where that Error is a result of:

- Ordering Activity's failure to: (i) correctly install Updates or other modifications to the Product provided by Contractor through Verint, (ii) prepare a computing environment that meets the specified Ordering Activity Environment prior to Product installation or to maintain such Ordering Activity Environment and Product thereafter, (iii) grant access and security authorization, or (iv) provide necessary communications mechanisms;
- Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Product; or problems to or caused by products or services not provided by Contractor through Verint;
- Product modification, amendment, revision, or change by any party other than Contractor through Verint or Verint's authorized representatives; or
- Electrical failure, Internet connection problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under Ordering Activity's control, and Ordering Activity's responsibility.

Additionally, the level of support services provided to Ordering Activity, regardless of Support Plan, is subject to Section 7 below.

ADDITIONAL SERVICES

This Support Plan does not include any services required for (i) installation, configuration and training related to the initial installation of any Products and/or the installation of any Updates or new Versions, (ii) reconfiguration of any Products, or any moves, adds or other changes requested by Ordering Activity, (iii) support or updates to any other Ordering Activity specific deliverables, (iv) support

or correction of any problems resulting from hardware and/or software not provided by Contractor through Verint, (v) correction of any errors caused by viruses, or (vi) replacement of any Hardware other than for purposes of support under this support plan.

DATA

Ordering Activity is solely responsible for any and all data resulting from or relating to the use of any Verint Products, including, without limitation, all data inputs, data outputs, the quality, accuracy and integrity of any data, and the preservation of that data through properly maintained storage and backup systems. Prior to permitting Contractor through Verint to access and support any Ordering Activity system, Ordering Activity shall ensure any data related to the applicable system is backed up. Verint is not responsible for remediating any lost or corrupt data resulting from an Error in the system or the provision of support services under this Support Plan. Ordering Activity acknowledges and agrees that it is solely responsible for such data and that such data is under Ordering Activity's exclusive control.

LAPSE IN COVERAGE

Contractor through Verint recommends that support coverage remain in place at all times. In the event support coverage lapses, Ordering Activity may request that Verint reactivate support coverage under the following conditions: (i) Verint will assess the Product performance, and Ordering Activity agrees to reimburse Verint for those services and related expenses required to restore Product to its normal operation, including the need to perform required upgrades; (ii) Ordering Activity shall pay to Contractor the then current GSA support fees for the current annual support subscription; and (iii) Ordering Activity may have to pay to Contractor support fees that would have been paid during the expired support period

In the event that the Ordering Activity support coverage has lapsed, Ordering Activity agrees to reimburse Contractor for those services and related expenses required to restore Product to its normal operation.

END OF SUPPORT

The terms and conditions of this Support Plan are subject to Ordering Activity installing and operating the then-current Generally Available Version of a Product. Contractor Verint will provide Support hereunder for each Version of a Product up to End of Mainstream Support (which, unless otherwise extended by Verint via notice in writing, including on Verint's related Support website, occurs three (3) years after End of Sale).

SUPPORT PROVIDED AFTER END OF MAINSTREAM SUPPORT

During the period after the End of Mainstream Support and before End of Maintenance, Contractor through Verint will no longer be obligated to create Error Corrections or develop new workarounds for Errors identified in that Version of the Product. Ordering Activity shall continue to have rights to telephone support (with respect to general support questions, to the extent knowledge information remains available), and to receive Error Corrections and information on workarounds that exist as of the End of Mainstream Support. Additionally, and subject to Ordering Activity's rights and under their subscribed Support Plan, Ordering Activity shall continue to have rights to new Versions of the Product that are Generally Available.

END OF MAINTENANCE

As of the date announced by Verint to be End of Maintenance for a Version of a Product, Contractor through Verint will no longer offer Support services under this Support Plan for that Version of the Product. Ordering Activity shall no longer have rights to telephone support, to receive Error Corrections or information on workarounds. However, subject to Ordering Activity's rights under their subscribed Support Plan, Ordering Activity shall continue to have rights to new Versions of the Product that are Generally Available.

ESCALATION PROCEDURES

Contractor through Verint recommends that any escalations first be put to the regional Support or Services Manager and then onto the Regional Support and Services Director who will help attend to any concerns you may have.

DEFINITIONS. All definitions shall be as defined herein and if not so defined shall be as defined in Ordering Activity's Purchase Order with Contractor for the license and/or purchase of Product

"Ordering Activity" means an entity with a Purchase Order executed between it and Contractor, where that entity is a direct customer of Contractor.

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

"Designated Employees" means a minimum of one and maximum of three Ordering Activity personnel per location, who have received training from Verint. Designated Employees may be changed by notice to Verint.

"Documentation" means Verint's documentation delivered with the Software and/or Hardware describing the specifications and use of the Software and/or Hardware in the Ordering Activity Environment.

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

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

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

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

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

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

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

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

"Software" means the computer application programs (including, if applicable, any Updates and other developments provided to Ordering Activity hereunder) in object code from developed and owned by Verint or its licensor(s) and licensed under the Agreement and/or hereunder.

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

"Updates" means periodic improvements or additions to the Software, including Error Corrections and other changes to the Software, that may be provided hereunder, if so specified for the Support Plan subscribed to by Ordering Activity, but excluding any new Software feature or substantial additional functionality which, in Verint's sole discretion, is subject to additional fees.

"Verint" means the specific Verint Systems Inc. entity that has executed an Agreement with Ordering Activity.

"Version" means the Software configuration identified by a numeric representation, including, without limitation, all service packs and other Updates provided hereunder that are applicable to that Software.

VERINT SOFTWARE AS A SERVICE (SaaS):

1 DEFINITIONS. The following capitalized terms shall have the meaning ascribed to them below for SaaS:

Access Term. The annual term for which Verint has contractually agreed to provide you with access to the SaaS Services in accordance with the Order.

Customer Data. All data either provided by you or entered on its behalf through use of the SaaS Services, or generated by the SaaS Services on behalf of you.

Documentation. Verint's documentation describing the specifications and use of the SaaS Services.

Hosted Environment. Verint or its third party's technical environment required to operate and provide access to the relevant SaaS Services.

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.

Personnel. With respect to you, each of your employees or independent contractors (not a competitor of Verint) under obligations of confidentiality and nondisclosure which you authorize 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.

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.

SaaS Access Rights. The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.

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

2 ACCESS RIGHTS. During the Access Term, and solely for your internal business use, Verint grants to you a non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in the Order through internet access, up to the extent of the SaaS Access Rights specified in the Order. With respect to the Documentation applicable to the SaaS Services, you may make a reasonable number of copies of the Documentation solely as needed for your internal business purposes. You acknowledge and agree 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, you shall not assert any right, title, or interest in or to any Verint Intellectual Property, or portion thereof. Without limiting the foregoing, you acknowledge and agree that no rights or any other interests are provided to you with respect to: **(i)** rights in or to the Hosted Environment or SaaS Services beyond those rights specified in the Order, **(ii)** rights to provide access or use of the Hosted Environment and SaaS Services 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 a copy of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, or **(iv)** representations, warranties or other third party beneficiary rights from any Verint third party vendor.

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

3.1 Support and Updates. In addition to establishing and maintaining the Hosted Environment, Verint shall maintain the components of the Hosted Environment with all current Updates that Verint deems necessary for the SaaS Services. Verint shall use commercially reasonable efforts to implement any required error corrections. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Service Levels specified in this [Section](#).

3.2 Service Availability. Verint will use commercially reasonable efforts to ensure that the SaaS Services will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. The SaaS Service availability shall be measured as the total number of minutes in a month, minus the total number of minutes in that month that comprise Schedule Downtime ("**Scheduled Uptime**"). Daily system logs will be used to track Scheduled Downtime and any other SaaS Service outages.

3.2.1 Scheduled Downtime. A minimum of seven (7) days advance notice will be provided for all scheduled downtime to perform system maintenance, backup and upgrade functions for the SaaS Services (the "**Scheduled Downtime**"). Scheduled Downtime will not exceed eight (8) hours per month and will be scheduled in advance during off-peak hours (based on ET). Verint will notify you administrator via email of any Scheduled Downtime that will exceed two (2) hours. The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the SaaS Services are not available to perform operations, to when the SaaS Services become available to perform operations.

3.2.2 Unscheduled Downtime. Unscheduled Downtime is measured in minutes, and is defined as any time outside of the Scheduled Downtime when the SaaS Services are not available to perform operations.

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

- If Scheduled Uptime is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
- If Scheduled Uptime is 99.75% to 99.94% (inclusive) of the month's minutes, you 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 Scheduled Uptime is 99.50% to 99.74% (inclusive) of the month's minutes, you 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 Scheduled Uptime is less than 99.50% of the month's minutes, you 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.

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

3.3 Exceptions. Your right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: **(i)** prompt payment by you of all fees, **(ii)** your performing all of your obligations (including, without limitation, establishing and maintaining your technical environment), **(iii)** your continued compliance with [Section 5.2](#), **(iv)** you agreeing to use of the most current version of the SaaS Service, and/or **(v)** the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event.

3.4 Support Details. During any Access Term, Verint shall provide support to you and with respect to the SaaS Services and Hosted Environment as follows:

a. Support Access. Up to two (2) designated Personnel shall have direct access via telephone to Verint's support center during Support Hours. You may also allow up to five (5) additional Personnel to have access to the web support services knowledge base and user forum services.

b. Support Hours. Verint shall make available telephone technical assistance during the following times: Monday to Friday, from 8am to 8pm Eastern time ("Support Hours").

c. Contact Details. Your designate Personnel may contact Verint technical support personnel during the support hours at the following contact information:

Telephone	Email
1-800-494-8637	contactcenter@verint.com

d. Response Times. The following provides error type classifications, and the response times provided by Verint for each error type:

Type	Priority Description	Response Time
Critical	System is inoperable	30 minutes during Support Hours; efforts to correct problem begin immediately
High	System is operable but major product features and functions are not operable	1 hour during Support Hours; efforts to correct problem begin within 90 minutes
Medium	System is operable but major product features and functions are not performing properly	2 hours during Support Hours; efforts to correct problem begin within 4 hours
Low	System is experiencing minor operational problems, or general questions on the operational aspects of the product	4 hours during Support Hours; efforts to correct problem will be evaluated for release in next patch or release

4 YOUR DATA. Verint acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with you. Verint shall not, and shall not permit its third party vendor(s) to disclose Customer Data to any third party, or make any use of the Customer Data, unless authorized by you or Verint is required to do so by law or court order. Verint may access Customer Data from time to time solely for purposes of support, administration and invoicing related to your use of the SaaS Services, and to aggregate information regarding Customer Data for planning purposes. You agree that you are solely responsible for: **(a)** obtaining any Customer Data and other information you provide while using the SaaS Services, **(b)** obtaining all rights necessary to use the Customer Data, and **(c)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, you agree that you will not, and you represent and warrant that such information does not **(i)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; **(ii)** violate any law, rule, order, judgment or regulation to which you or the Customer Data may be subject; and **(iii)** violate in any way your obligations in [Section 5.2](#) below. You acknowledge and agree 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 you.

5 YOUR RESPONSIBILITIES.

5.1 Passwords. All access codes and passwords are personal to the individual to which it is issued. You and your 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 you with administrative rights to create access codes and passwords for its Personnel, you shall be responsible for issuing such passwords.

5.2 Use of SaaS Services. You shall be solely responsible for the actions of your Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data). You agree: **(i)** to abide by all local, state, national laws and regulations applicable to your use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or personal data; **(ii)** not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(iii)** not to use the SaaS Services for illegal purposes; **(iv)** not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(v)** not to post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or

otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; **(vii)** not to interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(viii)** not to engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; and **(ix)** to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services.

5.3 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, you 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; 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 you hereunder.

6 SERVICES. Any services provided hereunder are subject to **(i)** your performance of any obligations herein, and **(ii)** the terms of a mutually agreeable implementation plan. You must 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. Services scheduling is dependent upon the allocation and availability of Verint resources.

7 WARRANTY.

7.1 Limited Performance Warranty. Verint warrants to you that during any Access Term, the SaaS Services will be accessible by you, and the SaaS Services will perform substantially in accordance with the Documentation. Your 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, you 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.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VERINT DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.