

## END USER SOFTWARE LICENSE

READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE OPENING THE PACKAGE CONTAINING THE NICE EQUIPMENT. PROPRIETARY SOFTWARE OF NICE SYSTEMS LTD. ("NICE") IS LOADED ON THE HARD DISK CONTAINED IN THE NICE EQUIPMENT AND IS INCLUDED IN THE PROGRAM DISKETTES PACKAGED THEREWITH. IF YOU PURCHASE AN END USER LICENSE TO NICE'S WORK STATION SOFTWARE, THEN PROPRIETARY SOFTWARE OF NICE IS INCLUDED IN THE DISKETTES CONTAINING THE WORK STATION SOFTWARE AS WELL.

PLEASE NOTE THAT YOU HAVE ACQUIRED EQUIPMENT WHICH ALSO INCLUDES SOFTWARE LICENSED BY NICE FROM ONE OR MORE SOFTWARE LICENSORS ("NICE'S SOFTWARE SUPPLIERS"). SUCH SOFTWARE PRODUCTS, AS WELL AS ASSOCIATED MEDIA, PRINTED MATERIALS, AND "ONLINE" OR ELECTRONIC DOCUMENTATION ARE PROTECTED BY INTERNATIONAL INTELLECTUAL PROPERTY LAWS AND TREATIES.

ALL OF THE FOREGOING PROPRIETARY SOFTWARE OF NICE ("NICE SOFTWARE") AND OF NICE'S SOFTWARE SUPPLIERS IS REFERRED TO HEREAFTER COLLECTIVELY AS THE "SOFTWARE". THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE BETWEEN YOU AND NICE AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN YOU AND NICE.

THE SOFTWARE IS LICENSED, NOT SOLD. ALL RIGHTS RESERVED.

IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT ("EULA"), DO NOT USE THE EQUIPMENT OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT NICE FOR INSTRUCTIONS ON RETURN OF THE UNUSED EQUIPMENT IN ACCORDANCE WITH NICE'S RETURN POLICIES. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE EQUIPMENT, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

FURTHERMORE, BY OPENING THE PACKAGE CONTAINING THE NICE EQUIPMENT, YOU AND YOUR COMPANY (COLLECTIVELY "YOU") ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS EULA AND THE EULA OF ANY OF NICE'S SOFTWARE SUPPLIERS WHICH MIGHT BE INCLUDED IN THIS PACKAGE. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF ANY SUCH EULA, YOU SHOULD PROMPTLY CONTACT NICE FOR INSTRUCTIONS ON RETURN OF THE UNUSED EQUIPMENT IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THIS EULA AND THE TERMS OF THE EULA OF ANY OF NICE'S SOFTWARE SUPPLIERS, THE TERMS OF THE EULA OF NICE'S SOFTWARE SUPPLIER SHALL PREVAIL, WITH REGARD TO THAT PARTICULAR PRODUCT ONLY.

NICE EQUIPMENT - ANY OF THE NICELOG SYSTEM, NICECLS SYSTEM, NICEFAX SYSTEM, NICECALL SYSTEM, NICEFLOW SYSTEM, NICEVISION SYSTEM, NICEFIX SYSTEM, NICESOFT SYSTEM, NICECMS SYSTEM, NICE SUPERVISION SYSTEM, NICEAUDIT SYSTEM AND NICEUNIVERSE SYSTEM.

1. LICENSE GRANT. NICE HEREBY GRANTS TO YOU, AND YOU ACCEPT, A NON EXCLUSIVE LICENSE TO USE THE SOFTWARE IN OBJECT-CODE-ONLY FORM AND THE ACCOMPANYING USER DOCUMENTATION, ONLY AS AUTHORIZED IN THIS LICENSE AGREEMENT. THE SOFTWARE MAY BE

USED ONLY IN THE NICE EQUIPMENT FOR WHICH IT IS LICENSED OR, IN THE CASE OF THE WORKSTATION SOFTWARE, A SINGLE WORKSTATION OWNED, LEASED, OR OTHERWISE CONTROLLED BY YOU; OR IN THE EVENT OF THE INOPERABILITY OF THAT WORKSTATION, ON A BACKUP WORKSTATION SELECTED BY YOU. NEITHER CONCURRENT USE ON TWO OR MORE WORKSTATIONS NOR USE IN A LOCAL AREA NETWORK OR OTHER NETWORK IS AUTHORIZED WITHOUT THE ADVANCE WRITTEN CONSENT OF NICE AND THE PAYMENT OF ADDITIONAL LICENSE FEES. YOU AGREE THAT YOU WILL NOT ASSIGN, SUB LICENSE, TRANSFER, PLEDGE, LEASE, RENT, OR SHARE YOUR RIGHTS UNDER THIS LICENSE AGREEMENT.

YOU MAY RETAIN THE PROGRAM DISKETTES FOR BACKUP PURPOSES. IN ADDITION, YOU MAY MAKE ONE COPY OF THE NICE SOFTWARE ON A SECOND SET OF DISKETTES (OR ON CASSETTE TAPE) FOR THE PURPOSE OF BACKUP IN THE EVENT THAT THE PROGRAM DISKETTES ARE DAMAGED OR DESTROYED. YOU MAY MAKE ONE COPY OF THE NICE USER'S MANUAL FOR BACKUP PURPOSES. ANY SUCH COPIES OF THE NICE SOFTWARE OR THE USER'S MANUAL SHALL INCLUDE NICE'S COPYRIGHT AND OTHER PROPRIETARY NOTICES. EXCEPT AS AUTHORIZED UNDER THIS PARAGRAPH, NO COPIES OF THE SOFTWARE OR ANY PORTIONS THEREOF MAY BE MADE BY YOU OR ANY PERSON UNDER YOUR AUTHORITY OR CONTROL.

YOU MAY NOT REVERSE ENGINEER , DECOMPILE, DISASSEMBLE, MODIFY, ALTER OR TRANSLATE THE SOFTWARE .

2. OWNERSHIP OF SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS PROPRIETARY TO NICE OR NICE'S SOFTWARE SUPPLIERS AND THAT NICE OR NICE'S SOFTWARE SUPPLIERS, AS THE CASE MAY BE, RETAIN TITLE AND OWNERSHIP TO THE SOFTWARE. THE LICENSE OF THE SOFTWARE TO YOU PURSUANT TO THIS AGREEMENT GIVES YOU A LIMITED RIGHT TO USE THE SOFTWARE BUT DOES NOT CONSTITUTE A SALE OF THE SOFTWARE TO YOU. YOU AGREE TO MAINTAIN THE SOFTWARE IN CONFIDENCE AND TO TAKE REASONABLE STEPS TO PREVENT UNAUTHORIZED COPYING OR DISCLOSURE.
3. TERM THIS LICENSE AGREEMENT IS EFFECTIVE UPON YOUR OPENING OF THIS PACKAGE AND SHALL CONTINUE UNTIL TERMINATED. YOU MAY TERMINATE THIS LICENSE AGREEMENT AT ANY TIME BY RETURNING ALL COPIES OF THE SOFTWARE AND EXTRACTS THEREFROM TO NICE AND BY ERASING THE SOFTWARE FROM THE HARD DISK OF THE NICE EQUIPMENT AND ANY OTHER MEDIA ON WHICH IT MAY RESIDE. NICE MAY TERMINATE THIS LICENSE AGREEMENT ON THE ONSET OF BREACH BY YOU OF ANY TERM HEREOF. UPON SUCH TERMINATION BY NICE, YOU AGREE TO RETURN TO NICE ALL COPIES OF THE SOFTWARE AND TO ERASE THE SOFTWARE FROM THE HARD DISK OF THE NICE EQUIPMENT AND ANY OTHER MEDIA ON WHICH IT MAY RESIDE.
4. LIMITED WARRANTY. NICE WARRANTS, FOR YOUR BENEFIT ALONE, THAT THE PROGRAM DISKETTES IN WHICH THE NICE SOFTWARE IS EMBEDDED AND THE USER'S MANUAL SHALL, FOR A PERIOD OF THREE (3) MONTHS FROM THE DATE OF COMMENCEMENT OF THIS LICENSE AGREEMENT (REFERRED TO AS THE WARRANTY PERIOD), BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. NICE FURTHER WARRANTS, FOR YOUR

BENEFIT ALONE, THAT DURING THE WARRANTY PERIOD THE NICE EQUIPMENT SHALL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE FUNCTIONAL SPECIFICATIONS IN THE USER'S MANUAL. IF, DURING THE WARRANTY PERIOD, A DEFECT IN THE NICE SOFTWARE APPEARS, YOU SHOULD NOTIFY THE VENDOR FROM WHOM YOU PURCHASED THE NICE EQUIPMENT. NICE WILL, AT ITS SOLE OPTION EITHER (A) REPAIR OR REPLACE THE NICE SOFTWARE OR (B) REFUND THE PURCHASE PRICE OF THE NICE EQUIPMENT. YOU AGREE THAT THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY OF BREACH BY NICE OF ANY WARRANTIES MADE UNDER THIS AGREEMENT.

5. **EXCLUSION OF OTHER WARRANTIES.** THE FOREGOING WARRANTIES ARE NICE'S SOLE AND EXCLUSIVE WARRANTIES REGARDING THE NICE SOFTWARE. EXCEPT FOR SUCH WARRANTIES, THE SOFTWARE IS LICENSED "AS IS". THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED. THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
6. **LIMITATION OF LIABILITY.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 4 HEREOF, NICE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT, DELICT, NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL AND/ OR SPECIAL, PUNITIVE AND/ OR EXEMPLARY DAMAGES AND /OR LOSSES (INCLUDING LOSS OF USE, REVENUE AND/ OR PROFITS) SUSTAINED OR INCURRED, EVEN IF SUCH DAMAGES WERE FORESEEN. IN NO EVENT SHALL NICE'S LIABILITY TO YOU HEREUNDER EXCEED THE PURCHASE PRICE OF THE NICE EQUIPMENT.
7. **GOVERNING LAW.** THIS LICENSE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK
8. **SEVERABILITY.** SHOULD ANY TERM OF THE LICENSE AGREEMENT BE DECLARED VOID OR UNENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECLARATION SHALL HAVE NO EFFECT ON THE REMAINING TERMS HEREOF.
9. **NO WAIVER.** THE FAILURE OF NICE TO ENFORCE ANY RIGHTS GRANTED HEREIN OR TO TAKE ACTION AGAINST YOU IN THE EVENT OF ANY BREACH HEREUNDER SHALL NOT BE DEEMED A WAIVER BY NICE AS TO SUBSEQUENT ENFORCEMENT OF RIGHTS OR SUBSEQUENT ACTIONS IN THE EVENT OF FUTURE BREACHES.
10. **ENTIRE AGREEMENT.** THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE NICE SOFTWARE BETWEEN YOU AND NICE AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN YOU AND NICE.