



NICE DEVELOPER AGREEMENT

This NICE Developer Agreement is between the entity you represent and its Subsidiaries, or, if you do not designate an entity in connection with a charge or renewal, you individually (“Developer”, “you” or “your”), and NICE Licensing LLC (“Licensing Entity”, “LE”, “NICE”, “we”, “us”, or “our”). It consists of the terms and conditions below, as well as the SLAs for your Subscription or renewal (together, the “Agreement”). It is effective on the date that you register with the service or renew your registration with the service. Definitions are contained in Section 11.

WHEREAS, Developer desires to access to the NICE Specifications and associated technologies within the scope of use and obtain such license under the terms and conditions specified in this Agreement.

WHEREAS, certain API’s are free and certain API’s will require a paid subscription as described in more detail in your Subscription.

1. Use of Online Services.

- a. Right to use. We grant you the right to access and use the Online Services and use the Software included with your Subscription, as further described in this Agreement. We reserve all other rights.
- b. Acceptable use. You may use the Service only in accordance with this Agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Service. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Service, or any portion thereof, to or for third parties except as expressly permitted in this Agreement.
- c. End Users. You are responsible for End Users use of the Service in accordance with this Agreement.
- d. Customer Data. You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating NICE to you or to any third party. NICE does not and will not assume any obligations with respect to Customer Data or to your use of the Service other than as expressly set forth in this Agreement or as required by applicable law.
- e. Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.
- f. Preview releases. Previews are provided “as-is,” “with all faults,” and “as-available,” and are excluded from the SLAs and all limited warranties provided in this Agreement. Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

2. Purchasing Services.

- a. Available Subscription offers. The Developer Portal provides the following Consumption Offering as follows:
 - (i) Consumption Offering You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.
- b. Ordering.
 - (i) By ordering or renewing a Subscription, you agree to the following conditions. Online Services are offered on an "as available" basis. You may place orders for your Affiliates under this Agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this Agreement. You also may sublicense the rights granted under Section 1.a. to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this Agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Services.
 - (ii) Data Security and Privacy is an important part of the NICE service offering. To secure data that is generated by NICE compliant devices and services any Service or Application requires security credentials to access NICE services or data. These credentials are provided in the AppSecurity Object. The AppSecurity Object is provided to you free of charge. You are required to handle the contents of this AppSecurity Object according to the Security Checklist described in Section 4.e.
- c. Pricing and payment. Payments are due and must be made according to the following for your Subscription.
 - (i) For Consumption Offerings, pricing is subject to change at any time upon notice.
- d. Renewal.
 - (i) Upon renewal of your Subscription, your Subscription will thereafter be governed, by the terms and conditions set forth in the Developer Portal on the date on which your Subscription is renewed. If you do not agree to these terms, you may decline to renew your Subscription.
 - (ii) For Consumption Offerings, your Subscription will renew automatically for additional one-month terms until you terminate the Subscription.
 - (iii) Notwithstanding the foregoing, your Subscription may not be renewed in case we are not able to provide relevant Online Services on a continual basis at our sole discretion.
- e. Termination for Breach or Other Causes.
 - (i) This Agreement may be terminated by a thirty(30)-days' written notice to the Developer by LE (and such termination shall be effective upon the expiration of that thirty(30)-day period) in the event that Developer:
 - materially breaches any of its obligations hereunder and fails to remedy such breach within thirty(30)-days after the written notice specifying such breach, or
 - repeatedly breaches any of its obligations hereunder and fails to remedy and cease committing such repeated breaches within thirty(30)-days after the written notice specifying such breach.
 - (ii) Effect of Termination. Upon termination or expiration of this Agreement, Developer shall cease all activities under licensed rights under this Agreement,

including but not limited to, use, evaluation, testing, development, production, manufacture, sale or distribution of products authorized by or licensed under this Agreement. Developer shall immediately cease use of all Deliverables. Within thirty (30) days after termination or expiration of this Agreement, Developer shall: (i) return all Deliverables, and (ii) destroy all Confidential Information disclosed by LE disclosed by LE, retaining no copies thereof, and certify such destruction in writing to LE. Within thirty (30) days after termination or expiration of this Agreement, Developer shall discontinue all sale, or distribution of Licensed Products.

- f. Taxes. Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Online Services to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

3. Limited Patent License.

- a. Limited Patent License to Developer. Subject to the terms and conditions of this Developer Agreement, we grant you a nonexclusive, non-sublicensable, non-transferable, worldwide patent license under the Necessary Claims solely to provide, use, import, and directly and indirectly, offer to sell, sell and otherwise distribute and dispose of the Application. Further, any patent license granted under this section includes a provision that provides in the event that you or your Subsidiary initiates or becomes an adverse party to a legal action against a grantor of such license (or any of its Subsidiaries) for patent infringement on account of the manufacture, use, sale, offer for sale, importation, distribution, or other disposition or promotion of the grantor's (or its Subsidiary's) Licensed Products based on a Necessary Claims of Developer or its Subsidiary, then said grantor alone or with some or all of its Subsidiaries, at such grantor's option may suspend its or their license grant and any other rights provided to you. You understand and agree that there is no license to patent claims other than Necessary Claims.
- b. Limited Patent License by Developer. Upon the Effective Date of this Developer Agreement, you agree and shall cause each of your Subsidiaries to agree, subject to reasonable and non-discriminatory terms and conditions, to grant a nonexclusive, non-sublicensable, non-transferable, worldwide patent license under the Necessary Claims solely to make, have made, use, import, and directly and indirectly, offer to sell, sell and otherwise distribute and dispose of Application or Licensed Products to Fellow Developers and Adopters, provided that such license shall not extend to any part or function of a product in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion.
- c. Defensive Suspension. If a Fellow Developer or an Adopter (for the avoidance of doubt, including any Subsidiaries) initiates or becomes an adverse party to a legal action against you or your Subsidiary(-ies) for patent infringement involving a Licensed Product based on a Necessary Claim of such Fellow Developer or such Adopter, you may alone or with

some or all of your Subsidiaries may: (i) have the LE suspend the license by you and your Subsidiaries to such a Fellow Developer or such an Adopter; or (ii) suspend your covenant to license Necessary Claims that are owned or licensable by yourself and its Subsidiaries under Section 3(b) with respect to such a Fellow Developer or such an Adopter.

- d. Challenge to Necessary Claims. If you challenge or causes any third party challenge the validity or enforceability of any Necessary Claim in any jurisdiction in a court, patent office or other official action, such claims shall be excluded from the Necessary Claims licensed to you under this Agreement, and the patent holder may seek all remedies for the infringement of such claims by you, including injunctive relief, without reference to this Agreement.

4. Trademarks.

- a. Nonassert. You agree not to assert against either any Adopter, any Fellow Developer, or any Contributor similar rights to Trademarks you have now or hereafter when they are used to identify or refer to the Publicly Licensed Specification and Licensed Products.
- b. Obligation to Use Trademarks. You are not obligated to use any of the Trademarks on any product, advertising, or on any other material in any manner.
- c. Use of the Trademarks. You agree that, to the extent that you use the Trademarks, you shall only use the Trademarks in accordance with any applicable Trademark Guidelines and only use them for the purpose of stating that your application or service has an authentication by LE or, branding and promotion that shall promote to encourage broad industry adoption of the Publicly Licensed Specification. You shall not use or adopt any trademarks for any product, service or specification likely to cause confusion with the Trademarks. Prior to your use of Trademarks, you shall practice requirements defined in the Trademark Guidelines.
- d. Compliance Testing. In order to foster interoperability, the Promoters will develop a compliance test specification (“App Compliance Test Specification”), which shall represent the minimum compliance testing required for Apps using NICE services. You shall be solely responsible for ensuring that its Apps that incorporate Compliant Portions comply with the Publicly Licensed Specification, function correctly and interoperate with other products. Prior to your use of any Trademarks, you shall reasonably test or have tested a representative sample of such product to establish compliance with the Publicly Licensed Specification. At a minimum, such testing shall include successfully performing and passing all testing required in the App Compliance Test Specification. The Promoters may establish an authorized test center and such authorized test center may develop terms and conditions of testing to enable you to pass the testing requirements. You shall be responsible for its expenses related to such compliance testing.
- e. Security Checklist. The Promoters will develop a security robustness checklist and you agree to comply with the required elements in the Security Checklist. You shall reasonably test a representative sample of a service or application to establish compliance with the Security Checklist. You agree to provide copies of the completed Security Checklist to NICE.

5. Revocation.

- a. Generally. The Security Checklist includes means by which the AppSecurity Object for certain devices may be invalidated, rendering such devices with invalidated AppSecurity Object unable to exchange data with Licensed Products (generally, “Revocation” or “Revoked”)
- b. Revocation. We may revoke an AppSecurity Object when it is required to do so pursuant to the Revocation Criteria. The “Revocation Criteria” mean the criteria below:

- (i) an AppPrivateKey has been cloned such that the same App Key is found in more than one device or product.
- (ii) an AppPrivateKey has been lost, stolen, intercepted or otherwise misdirected, or made public or disclosed in violation of this NICE Developer Agreement;
- (iii) We reasonably find that a App Key is subject to imminently be made available in an unauthorized manner on the basis that it correlates to a specific version of Service or Application that has a confirmed vulnerability (provided that such vulnerability is not the result of defects of the NICE Technology or any aspect of NICE Technology) for which a concrete exploit can be demonstrated in which such App Key can be leaked, and we reasonably find that such vulnerability is likely to imminently be so exploited by unauthorized parties to leak the App Key. If you object to the notice described in Section 5.b.i, then you may initiate an arbitration as described in Section 5.c.iii and NICE Arbitration Document. Revocation shall not be required unless the arbitrator finds, in addition to the foregoing, that the vulnerability is an implementation vulnerability in violation of the Compliance Rules. The finding by the arbitrator on the issue of whether your implementation vulnerability is in breach of the Compliance Rules shall be binding only as to Revocation and shall not be admissible by you or us in any subsequent litigation concerning other remedies for alleged breaches of the Compliance Rules; or
- (iv) We are required to revoke an App by a court order, or other competent government authority.
- (v) The App behaves in a manner which constitutes a form of abuse or misuse of the system.

Without limiting any other provision of this Agreement, you shall be entitled to replace or cause the replacement of Revoked AppSecurity Objects.

c. **Revocation Process.** We shall exercise the following process:

- (i) **Notice.** We shall notify a fact which satisfies the applicable Revocation Criteria (“Incident”) to you with the request to respond about such Incident within fifteen (15) days after receiving the notice. If you finds such Incident, you shall notify such Incident to us immediately.
- (ii) **Investigation.** You shall reasonably cooperate with us within this time frame (i) for identifying Applications and Services with which the App Key are associated or stating that such App Key was not included in any App or Service sold or otherwise distributed by you and (ii) confirming whether the Incident satisfies applicable Revocation Criteria.
- (iii) **Arbitration.** Except 5.b(iv), if we and you do not agree with practicing revocation, each of them may request an arbitration by a third party. Arbitration process is described in the NICE Arbitration Document.

d. **Remedies.** We do not have any liability with respect to any Revocation, and no compensation shall be made to you, except that if we determine that a Revocation was performed in error by us. We shall at the request of Developer and at our discretion, rescind the Revocation through substantially the same means as were used to effect the Revocation.

6. Term, Termination, and Suspension.

- a. **Agreement term and termination.** This Agreement will remain in effect until the expiration or termination.

- b. Subscription termination. You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.
 - (i) One-Month Subscription. A Subscription having a one-month Term may be terminated anytime without any cancellation fee but no refunds will be provided.
 - (ii) Subscriptions of more than one-month. If you terminate a Subscription to NICE services within 30 days of the date on which the Subscription became effective or was renewed.
 - (iii) Other Subscriptions. For all other Subscriptions, if you terminate a Subscription before the end of the Term, you must pay a fee equal to one-month's Subscription fee and you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.
 - (iv) Termination by us. We may terminate any Subscription by 1 month prior notice to you in case we are not able to provide relevant Online Services on a continual basis at our sole discretion.
- c. Suspension. We may suspend your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (3) you do not pay amounts due under this Agreement; (4) you do not abide by the Acceptable Use Policy or you violate other terms of this Agreement;
 - (i) For the Consumption Offering, a suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your Subscription if your use of the Online Services is suspended more than twice in any 12-month period.

7. Warranties.

- a. Limited warranty.
 - (i) Online Services. We warrant that the Online Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are those in the SLA.
 - (ii) Software. We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will, at our option and as your exclusive remedy, either (1) return the price paid for the Software or (2) repair or replace the Software.
- b. Limited warranty exclusions. This limited warranty is subject to the following limitations:
 - (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
 - (ii) this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

- (iii) this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and
 - (iv) this limited warranty does not apply to Previews.
- c. **DISCLAIMER.** Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

8. Limitation of liability.

- a. **Limitation.** The aggregate liability of LE for all claims under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will LE's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription. For Services provided free of charge, LE's liability is limited to direct damages and only in an amount up to \$5,000.00 USD.
- b. **EXCLUSION.** Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.
- c. **Exceptions to limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 9; or (2) violation of the other's intellectual property rights.

9. Confidentiality.

- a. You shall keep Confidential Information received from us in confidence and shall not disclose or leak any part of such Confidential Information to any third party without prior written approval from us. You shall not use any Confidential Information received from us for any purpose other than the exercise and performance of your rights and obligations under this Developer Agreement.

Confidentiality period with respect to Confidential Information disclosed by us shall be as follows:

- (i) Information marked as Confidential Information; eternal
 - (ii) Any other Confidential Information; the effective period of this Developer Agreement and for a period of three (3) years thereafter.
- b. **Dissemination.** You may disseminate Confidential Information only to the strictest minimum possible number, consistent with the notification requirements below, of regular full time or part-time employees or individual independent contractors (except for short-term employees such as interns, seasonal and temporary employees):
- (i) who have an absolute need to know such Confidential Information in order to enable you to implement Publicly Licensed Specification in compliance with Compliance Rules,
 - (ii) who are bound in writing by obligations of confidentiality sufficient to protect the Confidential Information in accordance with the terms of this Developer Agreement, and
 - (iii) who, prior to the disclosure of such Confidential Information, have been identified in writing by you to us.

- c. The foregoing obligations on Confidential Information shall not apply to any information that a party can prove:
 - (i) becomes or has become generally known to the public without such party's breach hereof or unlawful act;
 - (ii) is or has been developed by such party without having access to such information; or
 - (iii) is or has been disclosed to such party by a third party that had obtained such information without such third party's unlawful act.
- d. Disclosure to Third party. You shall have effective consignment agreements or subcontract agreements with third parties that shall have provisions for the protection of Confidential Information no less restrictive than those set forth in this Agreement. Prior to disclosure of Confidential Information to third parties, you shall obtain the written approval from us and you shall remain responsible for the maintenance of the confidentiality of Confidential Information provided to such third parties.
- e. Notifications. You shall notify us of the Incident promptly in the occurrence that any of Confidential Information has been, or is reasonably believed to have been, disclosed, leaked, accessed or otherwise acquired by an unauthorized person.
- f. Cooperation for the Inspection of Incident. If an incident concerned with Confidential Information including, but not limited to Incident, happens, you shall promptly report what has happened in connection with Confidential Information to us. You shall cooperate for an inspection of the incident as instructed by us.
- g. Submission of the Certification of Disposition. When this Agreement terminates for any reason, you shall dispose the Confidential Information and you shall submit the certificate of disposal as instructed by us.

10. Miscellaneous.

- a. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to NICE must be sent to the following address:

NICE License Entity

Notices to you will be sent to the address that you identify on your account as your contact for notices. NICE may send notices and other information to you by email or other electronic form.
- b. License Transfers and Assignment. You may not assign this Agreement either in whole or in part or transfer licenses without NICE's consent.
- c. Severability. If any part of this Agreement is held unenforceable, the rest remains in full force and effect.
- d. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- e. No agency. This Agreement does not create an agency, partnership, or joint venture.
- f. No third-party beneficiaries. There are no third-party beneficiaries to this Agreement.
- g. Applicable law and venue. This Agreement is governed by California law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this

Agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this Agreement is governed by the laws of that state. Any action to enforce this Agreement must be brought in the State of California. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.

- h. Entire agreement. This Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this NICE Developer Agreement, (and (2) any other documents in this Agreement.
- i. Survival. The terms in Sections covering Definitions, Patent Licenses, Revocation, Term, termination, and suspension, Confidentiality and Miscellaneous will survive termination or expiration of this Agreement.
- j. U.S. export jurisdiction. The Services are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.
- k. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this Agreement.
- l. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this Agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this Agreement.
- m. Government customers. Government customers should consult with NICE prior to acceptance. By accepting this Agreement, you represent that you have complied and will continue to comply with all applicable laws and governmental procurement requirements.
- n. Applicable Law. Developers must comply with applicable laws, regulations, rules and standards and not violate or infringe the rights of third parties and citizens, including, but not limited to, intellectual property rights, privacy rights, portrait rights and other fundamental human rights, and shall not allow any third parties to violate or infringe the same.

11. Definitions.

Any reference in this Agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the "Acceptable Use Policy Document".

"App" or "Application" means an application or Data Service that may be implemented as a mobile App, cloud application, web application or standalone software application. Apps may also be incorporated into standalone hardware products.

"Affiliate" means any entity that is directly or indirectly controlled by, under common control with, or that controls the subject party. For purposes of this definition, control means direct or

indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is greater than fifty percent (50%).

“AppSecurity Object” means a data object defined in the NICE Publicly Licensed Specification that contains cryptographic values, device keys and other data fields which may be provided by Agent or its designee for use in devices, as identified in the Publicly Licensed Specification.

“Compliant Portion” means those portions of a product in any field of use (hardware, software or combinations thereof) that are compliant with the Publicly Licensed Specification (as applicable to such portions).

“Compliance Rule” means the requirements listed in the document entitled “Compliance Rules”.

“Confidential Information” means any and all information relating to this Developer Agreement that is marked “Confidential” when disclosed in written form or indicated as confidential or proprietary to the discloser when disclosed orally, and confirmed by the discloser in writing within thirty (30) days to be Confidential Information.

“Contributor” means an entity that has signed the NICE Contributor Agreement with NICE.

"Consumption Offering", describe categories of Subscription offers for Developers and are defined in Section 2.

“Customer Data” means all user and Developer data, including all text, sound, video, or image files, and software, that are provided to NICE by, through use of the Online Service.

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the NICE services and that is not primarily a substitute for the NICE services.

“Data Service” is a type of Service that interacts with NICE Devices and provides a service to NICE Applications.

“Developer” means party that is developing, deploying or operating Apps that make use of NICE services.

"Developer Portal" means the Online Services' respective web sites provided by NICE. "End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

“Device” hardware sensor, camera or computer that complies with NICE specifications.

“Effective Date” shall mean the date that the Agreement was entered into.

“Executing Entity” shall mean the entity you work for.

“Fellow Developer” shall mean any other entity that has signed a Developer Agreement with NICE.

“Licensing Entity” means a licensing and administration body appointed by the Executive Promoters of NICE for the purpose of promoting the Publicly Licensed Specification.

“Licensed Product” means a product that is qualified for use with NICE and that is compliant with a mandatory part of the Publicly Licensed Specification and Compliance Rules.

“NICE Arbitration Document” means the terms of arbitration that governs NICE, the NICE Licensing Entity and developers as set forth on the NICE website.

“Necessary Claims” shall mean those claims of all patents, and patent applications to the extent such applications issue as patents, throughout the world, which an entity or any of its Subsidiaries own and has the right, at any time during the term of this Agreement, to grant licenses of the Scope granted herein, and which are necessarily infringed in order to implement and comply with the Publicly Licensed Specification, where such infringement could not have been avoided by another non-infringing implementation of such Publicly Licensed Specification (a party claiming contribution of a Necessary Claim shall have the burden of proof to establish that a claim falls within the scope of this clause).

"NICE Technology" means the technology and methods developed by the Promoters and described in the Publicly Licensed Specification including, without limitation, the technology and methods for authentication, encryption, decryption, encryption key management, encryption system renewability, Data Pipeline, NICE Account Service, NICE Data Service, NICE License Authority, and the Device Keys.

"Online Services" means any of the NICE-hosted services to which you subscribe under this Agreement.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by NICE to obtain customer feedback.

“Promoters” are Scenera, Inc., Nikon Corporation and Sony Semiconductor Solutions Corporation (the three being the “Executive Promoters”) and Wistron Corporation and Hon Hai Precision Industry Co., Ltd. and such additional companies that may be added from time to time under the terms of the Promoters Agreement or such fewer companies resulting from a withdrawal as permitted under the terms of the Promoters Agreement.

“Publicly Licensed Specification” means documents listed in on the NICE Alliance website as the NICE specification as adopted by the Promoters; provided that the Publicly Licensed Specification shall not include (i) any implementation examples unless such implementation examples are expressly identified in the Publicly Licensed Specification as being “licensed” under terms of this Agreement, and (ii) any feature, specification, protocol, interface, item or other element that is labeled or otherwise identified as “not licensed.”

“Service” means any software service that provides services to an Application or to a user that makes use of the NICE APIs.

“Security Checklist” means a checklist to confirm whether the application adheres to the requirements related to security as defined in the Security Checklist document which can be found on the NICE Alliance website.

“Scope” means smart camera products and applications.

Notwithstanding the foregoing, the Scope shall not include

- (i) any technology that is (i) not actually contained within a product or portion thereof that complies with the Publicly Licensed Specification, even if such technology is useful or necessary to develop, design, debug, manufacture, sell or use such product or portion thereof, or (ii) any implementation examples, unless such implementation examples are expressly identified in the Publicly Licensed Specification as being “licensed”, or
- (ii) any portion of any product or any combination of products (or portions of products) the purpose or function of which is not required for compliance with, or specified as a compliant implementation in, the Publicly Licensed Specification.

"SLA" means the commitments we make regarding delivery and/or performance of an Online Service, at an site that we identify.

"Software" means NICE software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality. This software will enable you to interact with the Developer Portal, update information related to your subscription and download information.

"Subsidiary" means (i) any entity that is directly or indirectly controlled by the Executing Entity and (ii) any other Affiliate of the Executing Entity designated in writing and notified to LE by such Executing Entity to benefit and be bound by this Developer Agreement. For purposes of this definition, control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be a Subsidiary only so long as such ownership or control exists and is greater than fifty percent (50%).

"Subscription" means an enrollment for Online Services for a defined Term as specified on the Developer Portal. You may purchase multiple Subscriptions.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

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DEVELOPER

NLE

Company Name

NICE Licensing Entity (NLE)

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date: