

## COMPANY CONFIDENTIAL

Nice/HT Agreement

### AGREEMENT

This Agreement ("**Agreement**") is entered into as of the date of the last signature hereon (the "**Effective Date**") by and between

**NICE Systems Ltd.**, an Israeli company, with registered offices at 8 Hapnina Street, Raanana, Israel, hereby duly represented by Yossi Ofek, President of the Intelligence Solutions Division of the Security Group (hereinafter referred to as the "**Buyer**" or "**Nice**"), on the one hand,

and

**HT S.r.l.**, an Italian limited liability company, with registered office in Milano, Via Moscova n. 13, registered before the Companies' Register of Milan REA n. 1712545 hereby duly represented by David Vincenzetti, CEO, (hereinafter referred to as the "**Seller**" or "**HT**"), on the other hand:

### WHEREAS

- (a) Seller is an Italian company operating, *inter alia*, in the field of IT security consultancy and management and carrying out activities related to ethical hacking, forensic analysis, cryptography, certifications of systems security, risks analysis and control, as well as project and development of offensive security software solutions;
- (b) within its activities, HT has created, projected and produced a software solution under the name "Remote Control System", described in detail in Appendix 1 hereto, (hereafter "**RCS**" or the "**System**" as better defined under article 1 below) with regard to which HT is the sole and exclusive owner of all the intellectual property rights;
- (c) RCS software enables to attack, screen, gain control of and monitor endpoint personal devices such as PCs and Smartphones.
- (d) Buyer is an Israeli company which develops and sells various communication interception software solutions and systems;
- (e) one of Buyer's customers, (National Security Service) located in ~~the "End-User"~~, as better defined under article 1 below), well acquainted with the System and acknowledging its functionalities, applications and performances, intends, through Buyer, to obtain, for its internal purposes a non-exclusive, non-assignable and non-transferable license to the RCS and to buy, through the Buyer, related services and deliverables of the Seller, all as set forth in Appendix 1 hereto;

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- (f) The Buyer has declared to the Seller that it has a long standing supply relationship with End User and that, for the purposes set forth in the premise (g), it has entered into a sales agreement with the (the "Customer") for the provision of the System to the End User (the "Sales Agreement") including a set of contractual terms that have not been disclosed to HT and that will not form part of this Agreement nor of the End User License Agreement that shall be signed by the End User (the "Eula" - see Appendix 4 - EULA End User License Agreement) ;
- (g) The parties have agreed that Seller will supply to Buyer, and Buyer will purchase from Seller, the Product, as defined hereinafter and better described under Appendix 1 hereto, exclusively for resale to the End User who will use it on its own EDP, as defined in Appendix 4 - Eula for lawful purposes which are fully in compliance with the Relevant Laws and Regulations, as defined in article 1 below, and in accordance with the terms and condition provided herein;

**NOW THEREFORE, the parties agree as follows:**

**1. DEFINITIONS**

- 1.1. "**End-User**" shall mean the Government entity described under premise (e) to whom the System shall be licensed and which shall use the System for its own internal use and not for further license or redistribution.
- 1.2. "**Error**" shall mean the failure of RCS to perform in accordance with its specifications as provided in the Documentation, which failure can be demonstrated by Nice.
- 1.3. "**RCS**" or "**System**" shall mean the software under the name "Remote Control System" that shall be licensed to the End-User through the Customer, described in detail in Appendix 1.
- 1.4. "**HW**" will mean only the HW defined as "Injection Proxy Appliance" accompanying the System, as described in **Appendix 1**, that shall be supplied by HT to Nice, being agreed that any additional hardware necessary for the proper functioning of the RCS shall be purchased directly by the Buyer at its own cost and responsibility.
- 1.5. "**Product**": shall mean the System and the HW.
- 1.6 "**Relevant Laws and Regulations**" means Italian applicable law and regulations, the applicable law and regulations of the End User and the applicable law and regulations of any other Country in which the End User will use RCS.

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- 2. SUBJECT OF THE AGREEMENT – Supply and Delivery**
- 2.1. HT undertakes to supply the Product to Nice - who accepts – only and exclusively for the scope of reselling the Product to Customer pursuant to the EULA for use by the End-User.
- 2.2. Seller shall deliver to the Buyer the HW according to Ex works Milan (Incoterms 2000), not later than 30 days from date of receipt by Buyer of the purchase order. The Seller shall provide the Buyer with all required information as set forth in section 5 for the purposes of enabling the Buyer to take the required preparatory actions and arrangements for customs release of HW (the “Shipment Notice”).
- 2.3. The HW shall be delivered by the Seller upon condition that HT has timely and exactly received the Pre-payment, as defined in article 3.4 (a) below.
- 2.4. With reference to RCS, it shall be delivered directly to the End User by the Seller, in both the following formats: (i) by permitting to the End User to download the System and (ii) by means of an electronic support. RCS shall be delivered by the Seller contextually to the Installation of the same, in accordance to article 2.5 and 2.6 below. Upon occurrence of the same conditions set forth in article 2.6 below and contextually to the installation of RCS, HT shall also deliver to End User the electronic support ( i.e. DVD and the dongle related to the RCS).
- 2.5. RCS shall be installed by the Seller, at the End-User Site , not later than 30 days after Buyer's notification to the Seller, being agreed that such notification shall be sent by the Buyer after the purchase order and, in any event provided the Seller's personnel have been granted the appropriate visas and permits, as set forth in article 12.1 below. The installation shall be made in accordance to article 9 below and to Appendix 3
- 2.6. The RCS shall be delivered and installed by the Seller upon condition that both the following conditions are timely and exactly fulfilled:
- 2.6.1 that HT has timely and exactly received the Pre-payment, as defined in article 3.4 (a) below;
- 2.6.2 that HT has received the Eula duly signed for acceptance by the End User.
- 2.7. Nice hereby undertakes to make the End User sign the Eula and to send the Eula, duly signed by End User to HT not later than 30 days from the signature of this Agreement.

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**3. PRICE AND TOTAL VALUE OF THE AGREEMENT – PAYMENT TERMS**

- 3.1. It is agreed that the price for the Product is the one specified in Appendix 1.
- 3.2. It is agreed that the prices for the professional services are those specified in Appendix 1.
- 3.3. The prices for the Product and for the professional services are fixed and shall not be modified until the end of the Maintenance Period (as defined herein). The total value (amount) of this Agreement shall be 426,800 EUR ("Agreement Value").
- 3.4. The Buyer shall pay to the Seller the Agreement Value by means of 3 installments as follows:
- (a) 30% of the Agreement Value (amount of 128.040,00 EUR), not later than the 14<sup>th</sup> day after the signature of this Agreement (the "Pre-payment").
  - (b) 40% of the Agreement Value (amount of 170.720,00 EUR) shall be paid upon delivery of RCS pursuant to article 2.3 above;
  - (c) The balance at the signature of the SAT Certificate, as defined in Appendix 3.
- 3.5. All payments shall be made, by bank transfer at the Buyer's expense, in Euro. Prices do not include VAT and are quoted for NICE System Ltd. HT will issue the invoices at the date of each step.

**4. SELLER'S RESPONSIBILITY**

- 4.1. HT represents and warrants that any services provided hereunder will be performed in a professional and workmanlike manner.
- 4.2. The Seller agrees that when using the End-User's premises or facilities for the purposes of the performance of its obligations under this Agreement, it will comply with all laws (as notified by the Buyer or as might reasonably be inferred) and reasonable directions relating to security and occupational health and safety in effect at those premises or in regard to those facilities.

**5. SHIPMENT NOTICE**

- 5.1. Save with respect to the provisions of article 2.2 above, the Seller shall communicate in writing to the Buyer the date on which the HW shall be

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23.10 It is understood that the only obligations and liabilities undertaken by the Seller vis-à-vis the End User are exclusively those set forth in the Eula and under no circumstance will the Seller be obligated to provide the End-User with any additional software and/or services of any type. Should the End-User shall have any claims and/or demands with reference to obligations different than those stated in the Eula:

- a) The Seller shall inform the Buyer in a timely manner;
- b) The Buyer shall at its own cost and expenses handle and resolve such claim/demand directly with the End-User.

In the event the Seller shall incur any costs or expenses in relation to such claims and/or demand, the Buyer shall reimburse the Seller for any costs or expenses or damage actually incurred by the Seller with respect to such claims and/or demands made by End-User.

23.11 For the avoidance of doubt, it is agreed that the Buyer's total liability arising in connection with the above mentioned articles 23.9 and 23.10 shall in any event be limited: (i) to direct, objectively measurable damages (under no circumstances will Buyer be liable for consequential, special or indirect damages including but not limited to loss of profits) and (ii) to the aggregate amount equal to 100% of the Agreement Value.

List of Appendix:

- Appendix 1 - Remote Control System Technical Description
- Appendix 2 – Software Acceptance Procedure SAT
- Appendix 3 – Schedule of activities
- Appendix 4 – End User Software License Agreement

**SIGNATURES OF THE PARTIES**

On behalf of NICE Systems Ltd.

Yossi Ofek  
21.2.2011

**Yossi Ofek**  
Corporate VP & President  
Intelligence Solutions Division  
NICE Systems Ltd.

**Eran Porat**  
Corporate VP Finance  
Nice Systems Ltd.

On behalf of HT S.r.l.,

DAVID VINCENZI  
David Vincenzi  
29/2/2011

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