

NICE CXone

1. **Third Party Product.** Customer understands, acknowledges, and agrees that the NICE products are third-party products provided by NICE, Inc. ("NICE"). Notwithstanding the foregoing, in no event shall Frontline Services be liable for the acts or omissions of NICE or its representatives directly or indirectly related to the provision, performance, implementation, or updates of the NICE products.
2. **Voice.** NICE will be responsible for maintaining the toll-free service. Upon termination of the Contract with the Customer, whether by default or expiration, NICE will transfer the 800 number to the Customer's carrier of choice provided that the Customer is not in payment default with respect to invoiced amounts.
3. **Support.** Support for the NICE products is provided by both Frontline and NICE. Customer may contact Frontline for first-line support or reach NICE customer support directly by calling 1-888-826-0080 or via <https://www.nice.com/contact-us>. Frontline and NICE will coordinate as needed to resolve Customer issues related to the NICE products.
4. **Use.** By using the NICE products, Customer agrees to the NICE Terms and Conditions found online at <https://www.NICE.com/terms>, which are incorporated herein by reference. Customer's use of the NICE products is subject to, and governed by, such terms, and Customer acknowledges that it has read, understands, and agrees to be bound by the NICE terms. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the NICE terms and the Frontline Services Terms and Conditions, the Frontline Services Terms and Conditions shall govern and control to the extent of such conflict or inconsistency.
5. **Maintenance & Updates.** Maintenance and updates of the NICE products are conducted entirely by NICE. Communication will be made by NICE to customers regarding scheduled maintenance and updates prior to such scheduled maintenance or updates.
6. **Service Level Agreement.** NICE commits to deliver 99.99% of uptime per month for the NICE products. If downtime for the NICE products exceeds the 99.99% uptime per month, Customer can request a credit which will be calculated and applied in accordance with Section 3 (Commitment Level) of the NICE General Software Terms. Upon request, Frontline Services will issue a credit to Customer for service failures caused by the NICE products.