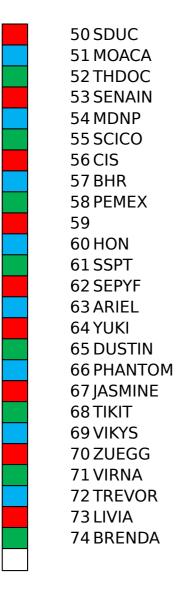
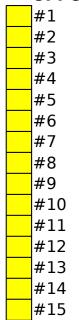
Area	Count - Customer	Susp. Customer
APAC	10	1
Europe	17	2
LATAM	11	3
MEA	13	1
North America	3	
Total Result	54	7

```
Code
<u>#</u>
   1PP
   2 CNI / CNI-old, Prod, Test
   3 IDA
   4 MKIH
   6 CSDN
   8 CSH
   9 MACC
  10 PCIT
  11SSNS
  13 ROS
  14 GIP
  15 INTECH-CONDOR
  16 SEGOB
  19 UZC
  20 GNSE
  21 PHOEBE 1phoebe-01, -02, -03, Test
  22 ORF
  23 PANP
  24 TNP
  25 MOI
  26 NSS
  27 DOD
  29 BSGO
  30 PGJ MEX
  31 INSA
  32 INTECH-FALCON
  34 SIO
  35 MYMI
  36 AlFahad
  37 NISS01-02
  38 KVANT
  39 TCC-GID
  40 KNB
  41 SKA
  42 UAEAF
  43 KATIE-1
  44 CBA
  45 MOD
  46 PMO
  47 EDQ
  48 AZSN
  49 GEDP
```



OPPORTUNITIES



#16 #17 #18 #19 #20 #21 #22 #23 #24 #25

<u>#</u>

<u>Code</u>

17 PF MEX

18 ATI

28 MXNV

5 PN

7 CUSAEM

12 AFP

33 RCSSPA

<u>Customer</u>

Country

Polizia Postale	Italy
CNI	Spain
IDA SGP	Singapore
Information Office	Hungary
CSDN	Morocco
Italy - DA - Rental	Italy
MACC	Malaysia
PCM	Italy
SSNS - Ungheria	Hungary
CC - Italy	Italy
GIP Saudi	Saudi
IR Authorities (Condor)	Luxemburg
La Dependencia y/o Cisen	Mexico
UZC	Czech Rep.
Egypt - MOD	Egypt
FBI	USA
Oman - Intelligence	Oman
President Security	Panama
Turkish National Police	Turkey
UAE - MOI	UAE
NSS	Uzbekistan
DOD	USA
Bayelsa State Government	Nigeria
Estado del Mexico	Mexico
Information Network Security Agency	Ethiopia
State security (Falcon)	Luxemburg
Italy - DA - Rental	Italy
MAL - MI	Malaysia
Morocco - DST	Morocco
NISS - National Intelligence and Security Service	Sudan
Russia - KVANT	Russia
Saudi - GID	Saudi
SIS of NSC	Kazakistan
The 5163 Army Division	S. Korea
UAE - Intelligence	UAE
DEA	USA
CBA Poland	Poland
MOD Saudi	Saudi
D140	

Azerbajan NS Adjerbaijan NSS

Malaysia

Mexico

Governo de Puebla Mexico

PMO

Estado de Qeretaro

Governo de Campeche

AC Mongolia

Dept. of Correction Thai Property of Correcti

Dept. of Correction Thai Police

SENAIN DIPOL

Guardia di Finanza

Intelligence Midworld Barhein Mexico - pemx Malysia K

Honduras Mex Taumalipas

Sec. De Planeacion y Finanzas AREA

Mexico Yucatan Mexico Durango

DIE Chile Jalisco Mexico Royal Thai Army Vietnam GD5

Kantonspolizei Zurich Vietnam GD1 Egypt TRD GNSE

Lebanon Army Forces

Brasil PF

Mexico

Mongolia Thailand

Ecuador

Colombia

Italy

Cyprus Bahrein

Mexico

Malaysia

Honduras Mexico

Mexico

Italia

Mexico

Mexico

Chile

Mexico

Thailand

Vietnam Switzerland

Vietnam

Egypt

Lebanon

Brasil

Customer

Country

Malaysia RMP Commercial Crime K Malaysia MCMC K

Thailand AFSC Thailand Narcotic Police MOD Viernam Egypt TRD A6 UAE ADP

Saudi GDTA Colombia Puma NICE Danimarca Danielle (Nice)

AGS (Elbit) DIPOL (Nice) India Signal Intelligence

Egypt Homeland Security

UAE MOI SSD

ia

Malaysia Malaysia

Thailand

Thailand

Vietnam

Egypt

UAE

Saudi

Colombia Denmark

Kazakhstan

Colombia

India

Egypt UAE

Oman ROP Morocco Gendarmerie Qatar SSB Kuwait Cybercrime

Lituania Anti Corr Israele Lasagna (Nice)

Dominican Republic

Mexico Sonora Elite Mexico Fiscalia Nayarit

Chile

Oman Morocco Qatar Kuwait Lituania Israel

Dominican Republic

Mexico Mexico Chile

Customer

Country

Policia Federal Mexico Mexico Resi Informatica Tunisia Navy Mexico Policia Federal Spain **CUSAEM** Mexico **AFP** Australia Italy - DA - Rental Italy

<u>KAM</u>	<u>'ear Bought First RC</u>	Maintenance paid till
Bettini	2004	Jun-15
Bettini	2006	Dec-14
Maglietta	2008	Feb-15
Luppi	2008	Dec-15
Maanna	2009	Jan-15
Bettini	2009	Jan-15
Maglietta	2009	Jan-16
Bettini	2009	Jan-15
Luppi	2009	Dec-15
Bettini	2010	Apr-16
Maanna	2010	Feb-14
Bettini	2010	Jun-15
Velasco	2010	Jan-15
Luppi	2010	Dec-15
Maanna	2011	Dec-14
Velasco	2011	Jun-15
Maanna	2011	Dec-14
Velasco	2011	May-14
Maanna	2011	Nov-14
Luppi	2011	Jan-15
Luppi	2011	Jul-15
Velasco	2011	not operating
Luppi	2012	Nov-13
Velasco	2012	Dec-14
Luppi	2012	Oct-15
Bettini	2012	May-15
Bettini	2012	Jan-15
Maglietta	2012	Jan-15
Maanna	2012	Jan-15
Maanna	2012	Sep-14
Bettini	2012	Nov-14
Shehata	2012	Jan-15
Luppi	2012	Jan-15
Maglietta	2012	May-15
Maanna	2012	May-15
Velasco	2012	Dec-15
Luppi	2012	Jul-15
Maanna	2013	Jul-15
Maglietta	2013	Mar-15
Velasco	2013	Mar-14
Luppi	2013	Jun-15
Velasco	2013	Aug-14

Velasco	2013	Jun-14
Maglietta	2013	Mar-15
Maglietta	2013	Jul-14
Velasco	2013	Oct-15
Velasco	2013	Oct-16
Bettini	2013	Jan-15
Luppi	2013	Feb-15
Maanna	2013	May-15
Velasco	2013	Mar-15
Maglietta	2013	
Luppi	2014	Jul-14
Velasco	2014	Jul-15
Velasco	2014	Sep-15
Bettini	2014	Jan-15
Velasco	2014	Nov-15
Velasco	2014	Jan-15
Velasco	2014	Oct-18
Velasco	2014	
Maglietta	2014	
Maglietta	2014	Jan-16
Shehata	2014	Jan-18
Maglietta	2015	
Shehata	2015	Apr-17
Shehata	2015	May-18
Luppi	2015	

<u>KAM</u>	<u>'ear Bought First RC</u>	Maintenance paid till
Maglietta		paid till
Maglietta		
Shehata		
Shehata		
Shehata		
Luppi		
Maglietta		
Shehata		
Shehata		

Shehata Shehata Shehata Shehata Shehata Luppi Bettini Bettini

Bettini Bettini

'ear Bought First RC: importo fattura

Bettini 2012

Annual Maitenance fee Total Client Revenues

	Client Revenues
100,000	808,833
52,000	538,000
89,000	1,209,967
41,000	885,000
140,000	1,936,050
50,000	628,250
77,000	789,123
90,000	764,297
64,000	1,011,000
50,000	497,349
45,000	600,000
45,000	446,000
130,000	1,390,000
55,000	689,779
70,000	598,000
100,000	697,710
30,000	500,000
110,000	750,000
45,000	440,000
90,000	634,500
50,000	917,038
	190,000
75,000	450,000
120,000	783,000
80,000	750,000
38,000	316,000
60,000	496,000
77,000	552,000
160,000	1,237,500
76,000	960,000
72,000	451,017
114,000	1,201,000
140,000	1,012,500
67,000	686,400
150,000	1,200,000
70,000	567,984
35,000	249,200
220,000	1,108,687
64,500	520,000
48,000	234,500
32,000	349,000
64,000	428,835

78,000	386,296
100,000	799,000
52,000	286,482
75,000	535,000
35,000	335,000
80,000	400,000
40,000	375,625
	210,000
	321,120
	-
	355,000
	322,900
91,000	371,035
	430,000
	401,788
	421,397
	2,289,155
	748,003
	360,000
	281,170
	486,500
	543,810
	137,500

41,871,712

Annual Maitenance fee

Total Client Revenues

importo risconto

Total Client Revenues

-

-

-

-

-

#REF! #REF! da fatturare da fatturare

<u>2019</u> <u>2018</u> <u>2017</u>

64,167

247,476 247,476 100,000 100,000

70,000 108,762 122,500 287,706

635,182 1,089,778

da fatturare da fatturare da fatturare 2019 2018 2017

da fatturare	
<u>2016</u>	2015 expected
	250,000
12,167	-
	-
	90,000
70,000	- 48,000
	-
15,000	-
	120,000
	-
32,500	-
	220,000
	-
	-
110,000	-
	-
	- 800,000
15,833	-
	- 77,000
	80,000
	-
214,000	-
	67,500 33,850
	-
	-
	100,000
	-
	-

982,810	4,578,843
	-
	863,118 1,175,000
	412,500
	-
70,000	-
100,000	-
247,476	-
	-
	-
	-
	-
	-
	-
33,733	-
33,750	75,000 16,875
	75,000
	75,000
62,083	-
	_

da fatturare

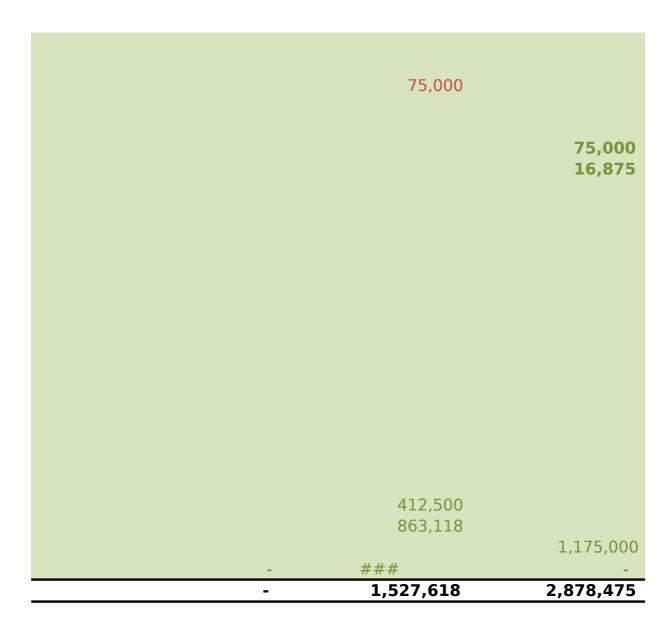
<u>2016</u>

2015	
<u>expected</u>	460,000
	Ť.
	380,000
	490,000
	380,000
	450,000
	750,000
	830,000
	1,850,000
	850,000
	480,000
	800,000
	850,000
	800,000
	1,100,000
	790,000

17.6	20,000
	350,000
	230,000
	350,000
	450,000
	300,000
	493,000
1	,000,000
1	,500,000
	487,000
	600,000

	Total
Existing	4,578,843
New Business	17,020,000
TOTAL	25,065,024

	<u>Forecast</u>	
<u>Q1</u>	<u>Q2</u>	<u>Q3</u>
		250,000
		90,000
		24,000
		120,000
		120,000
		220,000
		800,000
		333,333
	77,000	
		40,000
		33,750
		33,850
	100,000	



<u>Forecast</u>		
<u>Q1</u>	<u>Q2</u>	<u>Q3</u>
		460,000
		380,000
		750,000
		830,000
		1,850,000
	850,000	
	480,000	
		850,000
		800,000
		790,000

Q1	Forecast	Q2 1,527,618	Q3 2,878,475
	-	1,860,000	10,097,000
		230,000	350,000
		300,000	450,000
			600,000 487,000 1,500,000

<u>Q4</u>	<u>2015 Total</u>
	8,667
	81,500
	91,000
	140,000
	85,000
24.000	70,000
24,000	48,000
	64,000 45,507
	30,000
	15,833
	205,000
	119,900
	97,500
	59,855
	100,000
	<u>-</u>
	_
	100,833
	· •
	-
	-
	40,000
	47,167
	53,000 92,000
40,000	80,000
10,000	-
	-
	124,833
33,750	112,500
	33,850
	87,500 94,572
	94,572 20,767
	-
	-
	-
	12,429
	22,458

75,000	- 86,917 - 62,500 -
	- 16,875 -
	- -
	- - -
	- - - 360,000
	281,170 - 435,048
	15,000 - 25,000
172,750	3,466,181

Q4 490,000 380,000 450,000 800,000 1,000,000 493,000

350,000

5,063,000

Q4	Total
172,750	3,466,181
5,063,000	

Confirmed 2015 2015 **License/ Upgrades Maintenance** 8,667 81,500 91,000 140,000 85,000 70,000 48,000 64,000 45,507 30,000 15,833 205,000 119,900 97,500 59,855 100,000 100,833 40,000 47,167 53,000 92,000 80,000 124,833 112,500 33,850 87,500 94,572 20,767 12,429 22,458

	86,917
	62,500
	16 075
	16,875
360,000	
281,170	
425.040	
435,048	
15,000	
25,000	
,	
1,116,218	2,349,963

Confirmed	
License/Upgrade	Maintenance
1,116,218	2,349,963

risconto da anno precedente

<u>2014 Total</u>	2014
	<u>License/ Upgrades</u>
17,333	-
07.500	-
97,500	
63,000	22,000
74,800	74,800
45,000	-
70,000	-
82,683	-
64,000	-
44,627	-
30,000 51,453	
205,000	65,000
47,252	03,000
38,334	
59,855	- 59,855
39,033	
	<u>_</u>
	_
130,000	40,000
215,238	169,238
_	-
_	_
_	_
80,000	<u>-</u>
40,833	_
59,000	_
77,000	<u>-</u>
160,000	<u>-</u>
76,000	-
55,932	<u>-</u>
164,000	50,000
190,000	55,000
145,700	78,000
150,000	-
14,375	14,375
38,566	-
9,487	9,487
-	-
-	-
16,571	-
93,076	70,618

- 12,500 - -	- - -
70,000 - -	70,000 - -
- 355,000 322,900 371,035	- 355,000 322,900 371,035
430,000 401,788 421,397 1,546,727	430,000 401,788 421,397 1,546,727
448,003 - - - 346,500	448,003 - - 346,500
7,432,465	5,421,723



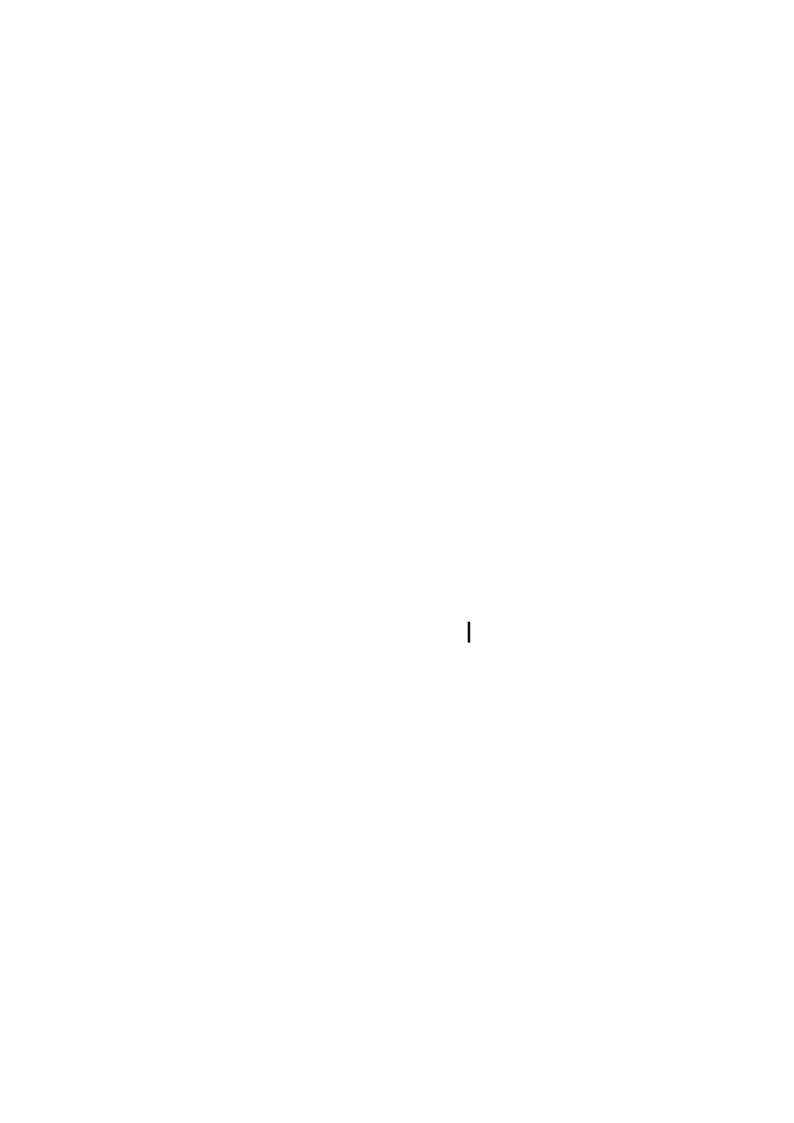
a fatturare (al 31.12.2014)			
<u>2014</u> <u>Maintenance</u>	<u>2013 Total</u>		
17,333	17,333		
97,500	126,500		
41,000	156,000		
	961,250		
45,000	45,000		
70,000	77,000		
82,683	27,561		
64,000	64,000		
44,627	133,710		
30,000	115,000		
51,453	20,714		
140,000	20,714		
·	65,000		
47,252	65,000		
38,334	76,666 -		
-	40,000		
<u>-</u>	20,000		
_	150,000		
90,000	_		
46,000	-		
-	-		
-	-		
-	273,000		
80,000	40,000		
40,833	22,167		
59,000	79,000		
77,000	-		
160,000	160,000		
76,000	15,000		
55,932	5,085		
114,000	39,000		
135,000	-		
67,700	58,850		
150,000	62,500		
150,000	109,037		
38,566	11,867		
50,500	1,099,200		
	520,000		
	234,500		
- 16 E71	-		
16,571	320,000		
22,458	313,301		

- 12,500 	386,296 650,000 286,482 460,000 335,000 400,000 255,000 210,000 321,120 - - -
2,010,742	8,762,139

2013 Maintenance 17,3: 126,5: 115,000 41,0: 45,0: 45,0: 45,0: 45,0: 47,0: 45,0	00 00 00 00 00 61 00 88
17,3: 126,50 115,000 886,250 75,00 77,00 27,50 64,00 103,671 115,000 20,7 65,000 76,666 -	00 00 00 00 00 61 00 88
126,50 115,000 886,250 75,00 45,00 77,00 27,50 64,00 115,000 20,70 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	00 00 00 00 00 61 00 88
115,000 41,00 886,250 75,00 45,00 77,00 27,50 64,00 103,671 30,00 115,000 20,70 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	00 00 00 00 61 00 38
115,000 41,00 886,250 75,00 45,00 77,00 27,50 64,00 103,671 30,00 115,000 20,70 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	00 00 00 00 61 00 38
886,250 75,00 45,00 77,00 27,50 64,00 103,671 115,000 20,70 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	00 00 00 61 00 88
45,00 77,00 27,50 64,00 103,671 115,000 20,70 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	00 00 61 00 88
77,00 27,50 64,00 103,671 115,000 20,75 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	00 61 00 88
27,5 64,0 103,671 115,000 65,000 76,666 - 40,0 20,000 150,000 - ### - ### - ###	51 00 38
103,671 115,000 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	38
103,671 115,000 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ###	38
115,000 65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	
65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	14
65,000 76,666 - 40,00 20,000 150,000 - ### - ### - ###	14
76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	- '
76,666 - 40,00 20,000 150,000 - ### - ### - ### - ###	
- 40,00 20,000 150,000 - ### - ### - ###	
20,000 150,000 - ### - ### - ###	
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150,000 - ### - ### - ### - ### - ###	JU
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40,00	00
22,10	
65,000 14,00	
- ###	
160,00	00
15,0	00
5,08	35
39,000	-
- ###	
58,8	50
62,5	
43,507 65,53	
11,8	67
1,099,200	
520,000	
234,500	
320,000	
313,301	

386,296		
650,000		
286,482		
460,000		
335,000		
400,000		
255,000		
210,000		-
321,120		

7,742,994 1,019,145



2012 Total	2012	<u>2012</u>
229,000	ense/ Upgrad 133,667	Maintenance 95,333
	-	-
99,600	-	99,600
-	-	-
-	-	-
-	-	-
- 107.720	107.720	-
197,720	197,720	-
116,000 25,000	116,000	25,000
23,000	_	-
168,000	130,000	38,000
325,000	195,000	130,000
131,717	131,717	-
58,000	58,000	-
310,000	310,000	-
90,000	30,000	60,000
50,000	50,000	-
140,000	140,000	-
124,500	67,500	57,000
-		_
450,000	450,000	_
510,000	510,000	_
590,000	590,000	-
190,000	190,000	-
305,000	305,000	-
383,000	383,000	-
837,500	837,500	-
869,000	869,000	-
390,000 570,000	390,000 570,000	_
710,000	710,000	
448,000	448,000	- -
900,000	900,000	<u>-</u>
350,000	350,000	-
178,000	178,000	-
-	-	-
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9,745,037	9,240,104

	2011
2011 Total	<u>2011</u> cense/ Upgrade
	cense, opgrade
67,500	27,500
180,700	49,500
41,000	- CF 000
100,000	65,000
50,000	-
102,123	52,123
33,333	-
91,000	32,000
65,505	65,505
-	-
-	-
415,000	375,000
158,110	102,510
295,000	295,000
268,000	268,000
270,000	270,000
680,000	680,000
150,000	150,000
380,000	380,000
426,800	426,800
190,000	190,000
-	-
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3,964,071	3,428,938
3,304,071	3,423,330

2011	2010 Total	2010
<u>Maintenance</u>	<u>2010 Total</u>	icense/ Upgrade:
-	164 500	106 500
40,000	164,500	106,500
131,200	216,000	216,000
41,000	83,000	41,000
35,000	260,000	208,000
50,000	85,000	69,000
50,000	10,000	10,000
33,333	-	-
59,000	192,000	150,000
-	168,000	168,000
-	425,000	425,000
-	190,000	190,000
40,000	240,000	240,000
55,600	167,800	167,800
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
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535,133	2,201,300	1,991,300

2010 Maintenance

-

58,000

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42,000

52,000

16,000

42,000

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536,500 No

306,000 No

396,000 Yes

451,000 Yes

400,000 Yes

318,250 Yes

390,000 Yes

375,000 Yes

420,000 No

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Yes (parziale)

Yes

Yes Yes No Yes Yes Yes Yes

3,592,750

Ricavi da sell recap Riapertura Risconti Fatturato 2015 di cui competenza 2014

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Funzione rich.:	commerciale								
Data della rich.:									
per Motivazione: c. vendita									

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	vendita/commessa:
	Termini di consegna:
	Codice commessa:

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Ord. Cliente n°:	RQ13.054-10	
Data ord.:		
ns. rif. Offerta:		

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Approvazione Direz. Finaziaria

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Ricavo %

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.I., 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;
- (National Security Service) located in Germanical 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;

Nice/HT Agreement

- (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 "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.

Nice/HT Agreement

- 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.

Nice/HT Agreement

- 3. PRICE AND TOTAL VALUE OF THE AGREEMENT - PAYMENT **TERMS**
- It is agreed that the price for the Product is the one specified in Appendix
- 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 14th day after the signature if this Agreement (the "Prepayment").
 - (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;
 - 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

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

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Nice/HT Agreement

- 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.

For the avoidance of doubt, it is agreed that the Buyer's total liability 23.11 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 Corporate VP & President Intelligence Solutions Division NICE Systems Ltd.

Eran Pora Corporate VP inance

On behalf of HT S.r.l.,

PH. 02 29060 603 - FAX 02 63118 946

F. IVA/C.F. 03924730967



HT S.r.l.

Sede legale e operativa: Via della Moscova,13 – 20121 Milano – Tel: +39.02.29.06.06.03 e-mail: info@hackingteam.it – web: http://www.hackingteam.it – Fax: +39.02.63118946 P.IVA: 03924730967 – Capitale Sociale: € 223.572,00 i.v.

N° Reg. Imprese / CF 03924730967 – N° R.E.A. 1712545

Spett.le RESI Informatica S.p.A. S.s. 148 Pontina Km 44,044 04011 Aprilia (LT)

P.IVA 05633751002 C.F. 01353620592

Milano, 31 marzo 2010

Fattura n. 022/2010

+20% IVA

Rif. Vs. Ordine 054-10 del 22.02.2010

Remote Control System Package come da offerta 023-02.MB

Euro 105.000,00

Euro 21.000,00

Totale da corrispondere Euro 126.000,00

Modalità di pagamento:

Bonifico Bancario a 45gg data avvenuta accettazione da parte dell'utente finale

Rimessa a favore HT S.r.l. presso Unicredit Banca - L.go Donegani Milano Coordinate bancarie ABI 02008 CAB 01621 C/C 000010228244 CIN A. IBAN IT 29 A 02008 01621 000010228244