**VERINT.**

MASTER CUSTOMER AGREEMENT

THIS MASTER CUSTOMER AGREEMENT ("AGREEMENT") GOVERNS CUSTOMER'S ACQUISITION AND USE OF VERINT PRODUCTS SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF VERINT PRODUCTS OR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING TRIAL SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

IN THE EVENT CUSTOMER PURCHASES VERINT PRODUCTS OR SERVICES THROUGH A VERINT AUTHORIZED RESELLER, CUSTOMER AGREES TO PROCURE ANY SUBSEQUENT PRODUCTS AND SERVICES CONSUMED HEREUNDER FROM SUCH RESELLER. IN THE EVENT SUCH RESELLER IS NO LONGER CUSTOMER'S VENDOR OR AUTHORIZED BY VERINT, NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS IN THIS AGREEMENT, AMOUNTS DUE TO VERINT REMAIN THE RESPONSIBILITY OF CUSTOMER, AND CUSTOMER SHALL EITHER (I) ARRANGE TO TRANSACT THROUGH ANOTHER VERINT AUTHORIZED RESELLER, OR (II) ESTABLISH A DIRECT CREDIT APPROVED RELATIONSHIP WITH VERINT.

The Verint products and services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Verint's direct competitors are prohibited from accessing Verint's products and services, except with Verint's prior written consent. This Agreement was last updated on August 18, 2020. It is effective between Customer and Verint (as defined in Annex 1) as of the date of Customer's accepting this Agreement.

**GENERAL TERMS AND CONDITIONS**

The terms and conditions that follow apply to all products and services procured or otherwise received from Verint. Additional terms and conditions applicable to:

- SaaS Services are contained in the annex "**SAAS SERVICES TERMS**",

- Licensed Product are contained in the annex "**LICENSED PRODUCT TERMS**",

- SDK licenses are contained in the annex "**SDK LICENSE TERMS**",

- Mobile Apps are contained in the annex "**MOBILE APP TERMS**", and

- Portal Services are contained in the annex "**PORTAL SERVICES TERMS**".

In addition:

**Annex 2** to this Agreement incorporates Verint's **Information Security** terms and conditions, and

**Annex 3** to this Agreement incorporates Verint's **Global Data Processing** terms and conditions.

References to a particular section within the General Terms and Conditions, any annex, or any document found at a hyperlink listed herein shall serve to reference the applicable section therein, unless otherwise expressly specified.

**1 GENERAL DEFINITIONS.** The following capitalized terms shall have the meaning ascribed to them below. Additional definitions are included within the applicable appendices to this Agreement.

**Confidential Information.** Any non-public information, technical data, or know-how, including, without limitation, that which relates to: **(i)** research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware

configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, **(ii)** with respect to Verint, information concerning any products and services provided hereunder and/or materials resulting from services, and any derivatives thereto, and the terms and conditions contained in any Order, and **(iii)** with respect to Customer, any Customer Data. Notwithstanding the foregoing, and except with respect to Customer Data, Confidential Information does not include information, technical data or know-how that is: **(a)** in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; **(b)** without restriction on disclosure, rightfully obtained by the receiving party from a third party; **(c)** without restriction on disclosure, lawfully in the possession of the receiving party at the time of disclosure; or **(d)** approved for release by written authorization of the disclosing party.

**Customer Data.** All data, including, without limitation any Personal Data, technical information about a device, system or application software, location data, either provided by Customer or entered on Customer's behalf, in either case, through use of the products and services provided by Verint, or collected or generated by those products and services on behalf of Customer, and which remains in Verint's possession and control for further processing, but expressly excluding any Feedback and Submissions (as defined in the Portal Services Terms).

**Customer Environment.** The computing environment (excluding any software expressly provided by Verint on an Order) separately procured, prepared and maintained by Customer for the access and use of the products and services, where such computing environment meets Verint's then-current minimum requirements for the applicable products and services.

**Data Subject.** An identified or identifiable natural person who **(a)** uses the products or services provided by Verint and/or **(b)** about which information is collected or generated as a part of the products or services provided by Verint. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which shall include information collected by the use of web-site cookies and IP addresses.

**Designated Employees.** A reasonable number of Customer Personnel (including Customer's system administrator(s)), who have received training from Verint. Designated Employees may be changed by notice to Verint.

**Documentation.** Verint's documentation describing the specifications and use of the products and services provided by Verint, as updated from time to time.

**Error.** A failure of the products or services provided by Verint to substantially conform to the Documentation that Verint can replicate or Customer can duplicate.

**Error Correction.** Revisions, modifications, alterations, and additions to the products or services provided by Verint to Customer as bug fixes or workarounds to resolve Errors, or installed by Verint in the Hosted Environment as bug fixes or workarounds, each to resolve Errors.

**Feedback.** Any suggestions, comments or other feedback provided to Verint concerning Verint's products and services, including, but not limited to, the design, features, functionality, operation and release strategies of Verint's products and services.

**Fees.** Any and all fees as specified in this Agreement, which, unless otherwise specified on an Order, shall be in the following currencies for a Trading Region: (i) Americas, Australian and Pacific Regions, US Dollars, and (ii) EMEA Region, Pounds Sterling.

**Hosted Environment.** Verint or its third party's technical environment required to operate and provide access to the relevant Verint service.

**Intellectual Property Rights.** Any and all tangible and intangible rights, title and interest in and to: **(i)** works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, **(ii)** trademarks and trade names, **(iii)** Confidential Information, trade secrets and know-how, **(iv)** patents, designs, algorithms and other industrial property, **(v)** all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and **(vi)** all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

**Order.** The details of an order by Customer for products and services provided by or through Verint **(i)** on an order form or schedule provided by Verint and signed by Customer, or **(ii)** on Customer's purchase order provided to and accepted by Verint, or **(iii)** placed on Customer's behalf by an authorized Verint reseller on and accepted by Verint. For the purposes of (iii), all terms and conditions of this Agreement shall apply as between Customer and Verint, except with respect to invoicing and payment terms.

**Personal Data.** Any information relating to a Data Subject, and in the context of Verint's obligations under this Agreement, shall mean the Personal Data that remains in Verint's possession and control for further Processing in accordance with, and as further described in, this Agreement.

**Personnel.** With respect to Customer, each of Customer's and/or Customer's affiliates employees and independent contractors (in each case, not a competitor of Verint), under obligations of confidentiality and nondisclosure, and other individuals with access to components of the products and services provided by Verint designated for external use, which use the products and services procured by Customer hereunder; with respect to Verint, each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder.

**Privacy Laws.** Laws, as applicable to Personal Data in the context and jurisdiction of the Processing, concerning the regulation of the collection, processing, data security, and trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

**Process(ing)(ed).** Any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction, as described in this Agreement.

**Professional Services.** Installation, configuration, training, consulting and/or, except with respect to Support and SaaS Services, other services provided to Customer hereunder.

**Professional Service Fee.** The fees identified at the time of and on each Order on a fixed fee or time and material basis for Professional Services to be performed.

**Support.** The maintenance and/or support provided for a Licensed Product(s) and any on-premise component(s) at the support level specified on an Order ("Maintenance and Support Plan"), as further described in the document found at https://www.verint.com/wp-content/uploads/VGS-Plan-all-regions.pdf.

**Trading Region.** With respect to specific provisions in this Agreement identified as applicable to a specific "Region", such Region shall be determined based on the jurisdiction where Customer's purchasing entity is registered, or if not applicable, that purchasing entity's principle place of business, as follows:

(i)     "**Americas Region**" means Canada, United States, all countries in Central and Latin America, and any countries not covered in another Region below;

(ii)    "**Australian Region**" means Australia and New Zealand;

(iii)   "**EMEA Region**" means the United Kingdom, British Isles, any British Overseas Territory, members countries of the European Union,  member countries of the European Economic Area, Switzerland, principalities of Andorra and Monaco, countries forming the United Arab Emirates, Saudi Arabia, Oman and Republic of South Africa;

(iv)    "**Pacific Region**" means China, including Hong Kong, India, Singapore, Malaysia, Vietnam, the Philippines, Taiwan, Korea, Japan, Indonesia, Israel, Turkey, Russia and other member countries of the Commonwealth of Independent States, Ukraine, Georgia.

**Updates.** Periodic improvements or additions to the products and services provided by Verint, including Error Corrections and other changes to those products and services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for those products and services, which, in Verint's sole discretion, is subject to additional fees.

**Verint Intellectual Property.** All Intellectual Property Rights in the products and services provided by Verint, and all other Confidential Information provided by Verint hereunder.

**2 PROFESSIONAL SERVICES.** Customer may order Professional Services from Verint or its authorized reseller or integrator by submitting a request for such Professional Services. Any Professional Services provided hereunder are subject to **(i)** Customer's performance of any obligations herein, and **(ii)** the terms of a mutually agreeable implementation plan. With respect to any installation, configuration, and integration and other services by and between a Customer Environment and the products and services provided by Verint hereunder, Verint agrees to perform those services to the extent specified on an Order. Customer must provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Verint to perform its duties in a timely manner. All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Professional Services scheduling is dependent upon the allocation and availability of Verint resources. In the event Customer reschedule or cancel scheduled Professional Services, Verint may, to the extent Verint cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.

**3 CUSTOMER DATA.** Verint acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Verint shall not, and shall not permit its Personnel to disclose Customer Data, unless authorized by the terms and conditions of this Agreement, or by Customer in writing, or if Verint is required to do so by law or court order. Customer agrees that Verint may: **(a)** use and disclose in aggregate, anonymous and de-identified form, information derived from Customer Data where the resulting information does not in any way identify or allow

the identification of Customer or any Personal Data, and/or **(b)** access, use in accordance with the terms and conditions of this Agreement, but not otherwise use or disclose, Customer Data for Verint's internal business purposes, including for purposes of planning, support, administration and invoicing related to Customer's use of such products and services, and improving and/or creating enhancements to or new offerings related to the SaaS Services. Additionally, Customer acknowledges that in connection with the processing of Customer Data pursuant to this Agreement, Verint may share Customer Data with its affiliates for the purposes of performing its obligations under this Agreement. Customer agrees that Customer is solely responsible for: **(i)** obtaining any Customer Data and other information Customer provides while using Verint's products and services, **(ii)** obtaining all rights and consents necessary to collect, retain, use and/or disclose the Customer Data, **(iii)** ensuring the Processing, collection, retention and other processing of Personal Data in connection with the use and delivery of the products and services does not violate the rights of Data Subjects or the Privacy Laws, and **(iv)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer represents and warrants that such information does not **(x)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; **(y)** violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject, or **(z)** violate in any way Customer's obligations in this Agreement. Customer acknowledges and agrees that Verint is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information contained in Customer's Customer Data, or content, or information or content contained in Customer Data that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of Customer's obligations in this <u>Section 3</u>, and shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

## 4 INTELLECTUAL PROPERTY; CONFIDENTIALITY.

**4.1 Ownership.** Customer acknowledges Verint owns or has the right to license the products provided by Verint hereunder, and that all Intellectual Property Rights in and to the Verint Intellectual Property, and derivatives thereto, are and shall remain vested in Verint or its licensor(s). Except for the limited license and use rights granted hereunder, Customer shall not assert any right, title, or interest in or to the products or services provided by Verint hereunder, or any other Verint Intellectual Property.

**4.2 Verint Intellectual Property Protection.** In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Customer under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; however, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns. Customer shall comply with all applicable (including, all U.S. and applicable foreign) laws and administrative regulations relating to the control of exports of commodities and technical and/or personal data, and all laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, the license or use of any product, and the delivery of any services. Except as otherwise specified in this Agreement, expressly permitted in writing by Verint, or otherwise cannot be precluded under mandatory applicable law, Customer shall not, and shall not permit any other party to:

**a.** Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the products or services; adapt, modify, or prepare derivative works based on any of the Verint Intellectual Property; or use any of the Verint Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the products and services provided hereunder;

**b.** Disclose the products or services or its operation to third parties, or use the products or services in a service bureau or time-sharing environment;

**c.** Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Verint Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of Verint Intellectual Property or any related material;

**d.** Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Verint Intellectual Property or any of the rights or obligations granted to or imposed on Customer hereunder.

**4.3 Confidentiality.** The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third-party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, Customer and Verint each agree that it: **(i)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(ii)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and **(iii)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this <u>Section</u>, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided, to the extent legally permitted, prior written notice

is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

**4.4 Feedback.** Customer may from time to time provide Feedback to Verint. Customer acknowledges and agrees that any such Feedback is provided on a voluntary basis only and Customer will not seek or be entitled to receive any compensation in any form for such Feedback. Verint has no obligation to respond to Feedback or to incorporate Feedback into its products and services. Customer agrees that all Feedback, even if designated as confidential by the Customer, shall not create any confidentiality obligation for Verint, and agrees that Verint is free to disclose and use such Feedback, and any derivatives thereto, without restriction. By submitting Feedback to Verint, Customer agrees to assign and hereby does assign to Verint all right, title and interest in and to such Feedback, and agrees to perform all acts reasonably requested by Verint, at Verint's cost, to perfect and enforce such rights.

**4.5 Security.** Verint shall in accordance with Annex 2, either directly, or through its third-party service provider(s), implement and maintain commercially reasonable security precautions designed to prevent unauthorized access to the Customer Data while it is retained by Verint. Verint reviews its security precautions on a regular basis and modifies them as required by legal, regulatory, and other requirements.

## 5 WARRANTY.

### 5.1 Limited Performance Warranty.

**For SaaS Services:** Verint warrants to Customer that during any Access Term, the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy for a breach of the foregoing shall be for Verint to use commercially reasonable efforts to correct any Errors; provided, in the event Verint is unable to correct that nonconformity, Customer shall have the right to terminate the remaining Access Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees paid to Verint, applicable to those SaaS Services.

**For Licensed Product:** Verint warrants to Customer that for a period of ninety (90) days after its initial delivery, the Software shall operate in a Customer Environment substantially in accordance with the Documentation. Customer's exclusive remedy for a breach of the foregoing shall be for Verint to use commercially reasonable efforts to either correct any verifiable material nonconformity or to replace the materially nonconforming Software; provided, however, if Verint cannot provide either remedy, upon receipt of the materially nonconforming Software, Verint shall refund Customer the License Fee paid to Verint for same.

**For Professional Services:** Verint warrants to Customer that for a period of thirty (30) days after performance, the Professional Services provided hereunder were performed in a timely and professional manner by qualified Personnel. Customer's exclusive remedy for a breach of the foregoing shall be for Verint to re-perform the affected Professional Services, or waive or refund (as appropriate) the Professional Service Fee paid to Verint for such Professional Services.

Notwithstanding the foregoing, Verint shall have no obligations under this <u>Section</u> unless Verint receives Customer's notice during the applicable warranty period.

**5.2 Warranty Disclaimer. THE LIMITED WARRANTIES AND EXCLUSIVE REMEDIES SET FORTH IN <u>SECTION 5.1</u> ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY, AND ARE EXPRESSLY SUBJECT TO: (I) SATISFACTION OF ANY PAYMENT OBLIGATIONS TO VERINT, AND (II) <u>SECTION 4.3</u> IN THE "LICENSED PRODUCT TERMS". EXCEPT AS EXPRESSLY SET FORTH IN <u>SECTION 5.1</u>, VERINT MAKES NO AND DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, STATUTORY, COLLATERAL OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES AND TERMS OF MERCHANTABILITY, QUALITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, VERINT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF ANY PRODUCTS OR SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. FOR THE AVOIDANCE OF DOUBT, <u>SECTION 5.1</u> SHALL NOT APPLY TO ANY BETA, PILOT OR OTHER TRIAL SUBSCRIPTIONS, NON-PRODUCTION ENVIRONMENTS, MOBILE APPS OR PORTAL SERVICES, EACH OF WHICH ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY OF ANY KIND.**

## 6 PAYMENT.

**6.1 Orders, Invoicing and Payment.** All Orders placed hereunder are subject to Verint's acceptance of that Order. Prior to accepting an Order, Verint shall have the right to perform any credit and other checks required by Verint. Verint shall invoice Customer for all Fees in accordance with the applicable annex terms and conditions. Time is of the essence with respect to payment terms. All payments shall be due within thirty (30) days after the applicable invoice date, without deduction, except with respect to any amount disputed in good faith where prior notice is provided to Verint detailing the amount and reason for the dispute. The parties will immediately negotiate in good faith to resolve any dispute. All amounts due Verint hereunder are net amounts, exclusive of, and Customer is responsible for paying all taxes, duties and tariffs of any kind (except with respect to Verint's income) whether payable directly by or indirectly through Verint in compliance with applicable law, and all costs of shipment. Customer agree to pay Verint all costs of collection resulting from Customer's failure to pay any amounts due Verint hereunder, and Verint shall have the right to charge

Customer interest at the maximum legal rate allowable under applicable law for any amount not paid to Verint when due and payable until payment is received. Verint shall have the right to withhold performance under this Agreement **(i)** to the extent it has knowledge that any governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), or **(ii)** if Customer is in delinquent on any payments or are otherwise in breach of this Agreement.

**6.2 Accurate Records; Audit.** Customer shall keep complete and accurate records of all its obligations hereunder. Customer shall allow Verint or its agent reasonable access to audit Customer's records and systems solely to verify general compliance with the terms and conditions of this Agreement, including, without limitation, Customer and/or Verint running Verint provided utilities to determine actual usage. Verint shall conduct such audits during Customer's normal business hours with reasonable notice, or as otherwise reasonably requested by Customer.

## 7 VERINT INDEMNITY.

Verint, at its sole expense, shall defend, indemnify and hold harmless Customer from any action based upon a claim that the products or services provided by Verint, used as permitted, infringes any valid third-party patent, copyright, trade secret, or other proprietary right arising under the laws of the United States, United Kingdom, Hong Kong, Australia or other countries applicable to Customer as specified on an Order, and shall reimburse Customer for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against Customer pursuant to any such actions. If the products or services become, or in Verint's opinion is likely to become, subject of such a claim of infringement, Verint shall be entitled, at Verint's sole option, to either procure the right for Customer to continue to use the product or service, or replace or modify it so that it becomes non-infringing. If neither of the foregoing is commercially and reasonably available to Verint, Verint may terminate the product licenses or services and refund to Customer a pro rata refund of **(a)** product Fees paid to Verint for the infringing product, amortized over five (5) year depreciation schedule, and **(b)** any remaining prepaid Fees for the infringing services. Verint shall have no obligation or liability hereunder for any claim resulting from: **(i)** modification of the product or service **(a)** by any party other than Verint, or **(b)** by Verint in accordance with Customer's designs, specifications, or instructions; **(ii)** use of the product or service other than as granted in this Agreement; or **(iii)** use of the product or service in conjunction with other products or services not provided by Verint or necessary for the operation of the SaaS Service, where such infringement would not have occurred but for such use; or **(iv)** use of a version of the product or service other than the then-current version.

## 8 LIMITATION AND CAP ON LIABILITY.

THIS <u>SECTION</u> SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY.

<u>AMERICAS REGION</u>: EXCEPT WITH RESPECT TO A PARTY'S INDEMNITY OBLIGATIONS PROVIDED FOR IN THIS AGREEMENT, OR A BREACH OF OBLIGATIONS WITH RESPECT TO VERINT INTELLECTUAL PROPERTY, THE FOLLOWING LIMITATIONS SHALL APPLY TO EACH PARTY'S LIABILITY UNDER THIS AGREEMENT. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO THE OTHER PARTY'S DIRECT ACTUAL DAMAGES NOT TO EXCEED GREATER OF (A) THE ACTUAL FEES PAID AND DUE AND PAYABLE TO VERINT HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM OR SERIES OF CLAIMS AROSE, OR (B) USD$10,000. IN NO EVENT SHALL A PARTY, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR OF THAT PARTY, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE ANY PRODUCTS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL VERINT BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

<u>AUSTRALIAN, EMEA AND PACIFIC REGIONS</u>: EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, SHALL BE EXPRESSLY LIMITED AS FOLLOWS:

(A) IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR EMPLOYEES OR AGENTS HAVE ANY LIABILITY FOR ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGE WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE): (I) LOSS OF REVENUE; (II) LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING FOR LOSS OF PROFITS ON CONTRACTS); (III) LOSS OF THE USE OF MONEY; (IV) LOSS OF ANTICIPATED SAVINGS; (V) LOSS OF BUSINESS; (VI) LOSS OF OPPORTUNITY; (VII) LOSS OF GOODWILL; (VIII) LOSS OF REPUTATION; (IX) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, PROVIDED THE FOREGOING DOES NOT AFFECT A PARTY'S EXPRESSLY SPECIFIED PERFORMANCE OBLIGATIONS CONCERNING BACKUP AND RESTORATION OF DATA; (X) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (XI) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE

HOWSOEVER CAUSED (INCLUDING, FOR THE AVOIDANCE OF DOUBT, WHERE SUCH LOSS OR DAMAGE IS OF THE TYPE SPECIFIED IN (I) - (X) ABOVE).

(B) VERINT SHALL NOT BE LIABLE FOR ANY OTHER LOSSES IN AN AMOUNT EXCEEDING THE GREATER OF: (I) THE FEES PAID HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE UPON WHICH THE LIABILITY AROSE, OR (II) USD$10,000.

(C) VERINT SHALL NOT BE LIABLE FOR TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, WHETHER STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY ACTS, DIRECTIVES, RULES OR REGULATIONS RELATING TO THE PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION), COMMON LAW, OR OTHERWISE, AND WITH RESPECT TO THE EMEA REGION, THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.

(D) IN NO EVENT SHALL ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR OF VERINT, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES THERETO (COLLECTIVELY "OTHER PARTIES"), BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER; PROVIDED IF SUCH LIABILITY ARISES AND IS NON-EXCLUDABLE AS A MATTER OF LAW, SUCH OTHER PARTIES SHALL HAVE THE BENEFIT OF THE OTHER LIMITATIONS ON LIABILITY SPECIFIED IN THIS SECTION.

(E) NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR: (I) ANY EXPRESSED INDEMNITY OBLIGATIONS PROVIDED FOR HEREIN, (II) A BREACH OF OBLIGATIONS WITH RESPECT TO VERINT INTELLECTUAL PROPERTY, (III) PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE, OR (IV) FRAUD.

(F) EMEA REGION: NOTHING IN THIS AGREEMENT SHALL LIMIT VERINT'S LIABILITY FOR PRODUCT LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT.

**9 TERM; TERMINATION.** This Agreement shall be effective upon the earlier of the date Customer indicates assent to the terms and conditions of this Agreement through a digital signature process, the date that Verint accepts the initial Order hereunder (as may be evidenced by Verint's performance), or the date of Customer's first installation or use of an applicable product or service contemplated hereunder, and shall continue so long as Customer continues to abide by the terms and conditions of this Agreement. This Agreement may be terminated by either party **(a)** for material breach hereof which has not been cured within thirty (30) days after written notice of such breach, or **(b)** at any time if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy or insolvency. Upon termination of this Agreement, and except to the extent specified herein, **(i)** all Fees due to Verint shall be immediately paid, and **(ii)** all of Customer's rights to access and use any of the services provided hereunder shall immediately terminate without right of refund. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1, 3, 4, 5.2, and 6 to 16 in these "General Terms and Conditions", Sections 1 and 5 in the "SaaS Services Terms", Sections 1 and 2 in the "Licensed Product Terms", Sections 1 and 3 in the "SDK License Terms", Sections 1 and 3 in the "Portal Services Terms", and Annexes 2 and 3.

**For SaaS Services**: Upon termination of this Agreement or non-renewal of a relevant SaaS Service, Customer shall immediately delete all copies of any on-premise components licensed hereunder, return to Verint all other Verint Intellectual Property. Within thirty (30) days of termination of this Agreement or non-renewal of a relevant SaaS Service ("**Return Period**"), Customer may request in writing that Verint either delete or return to Customer available Customer Data with respect to the terminated SaaS Services. At the expiry of the Return Period, if Customer has not elected either of the foregoing, Verint may delete and destroy all such Customer Data without notice or liability to Customer. Where Customer requests Verint return available Customer Data, Verint may fulfil this request by making available functionality that enables Customer to retrieve available Customer Data without additional Processing by Verint. If Customer declines to use this functionality, Customer may, within the Return Period, request that Verint return the available Customer Data under an Order for the applicable Professional Services. Verint agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach, Verint shall have the right to require that Customer prepay for such Professional Services. Verint shall provide written confirmation to Customer that it has fully complied with the foregoing within thirty (30) days of Customer's request for such confirmation.

**For Licensed Product**: Upon termination of this Agreement, Customer's license rights granted in any Licensed Product licensed hereunder shall survive such termination for the remainder of the applicable license term; provided, **(i)** this Agreement has not terminated by Verint for Customer's breach, **(ii)** Customer continues to comply with all terms and conditions surviving termination of this Agreement, and **(iii)** Customer's use of the Licensed Product does not exceed the license rights granted hereunder. In the event of any failure of (i), (ii) or (iii) at the time of, or subsequent to termination of this Agreement, **(a)** all rights and licenses granted hereunder shall immediately terminate and any uses by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of any Licensed Product licensed hereunder, return to Verint all other Verint Intellectual Property.

**For SDK Licenses:** Upon termination of this Agreement, **(a)** all rights and licenses granted in an SDK shall immediately terminate and any use of that SDK by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of the SDK licensed hereunder.

**For Mobile Apps:** Upon termination of a Mobile App license in accordance with Section 2 of "Mobile App Terms", or termination of this Agreement, **(a)** all rights and licenses granted in the Mobile App(s) shall immediately terminate and any use of that Mobile App(s) by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of the Mobile App(s) licensed hereunder from any Mobile Device.

On request by Verint, Customer shall provide to Verint certification of the foregoing, as applicable to Customer.

**10 GOVERNING LAW; FORUM.** In the event Customer is an entity or agency of any government, to the extent the application of laws stated in this Section would be in contravention with the laws of that government, and without opportunity to contract otherwise, then notwithstanding the remaining terms in this Section, the laws and jurisdiction applicable to that government shall instead apply, but solely to the extent and with effect mandated by such laws.

In respect of each Trading Region, the following provisions apply:

**Americas Region**: This Agreement is governed exclusively by the laws of the U.S. and the state of New York, without giving effect to its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. The parties further agree that the place of contract and performance of this Agreement is New York, New York.

**Australian Region**: The laws of New South Wales and the Commonwealth of Australia apply to this Agreement to the exclusion of any other law. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the New South Wales registry of the Federal Court of Australia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

**EMEA Region**: This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the jurisdiction of the English courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

**Pacific Region**: This Agreement shall be governed by and construed in accordance with the substantive laws of Hong Kong, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of the courts in Hong Kong. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

**11 REMEDIES.** Customer acknowledges that remedies at law may be inadequate to provide Verint with full compensation in the event of Customer's material breach of this Agreement, and that Verint shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in the event of any such material breach. Customer agrees to cooperate with Verint, and to obtain all required consents, in the event a third party seeks to compel Verint to disclose Customer Data through any legal process. Verint shall be entitled to charge Customer for all costs and expenses (including reasonable attorney fees) incurred complying with or defending against such legal process, and on a time and material basis for any work performed to produce such Customer Data. To the extent legally permitted, Verint shall provide Customer with advanced notice to allow Customer to take reasonable and lawful action to minimize the degree of such disclosure or to seek appropriate protective orders. Notwithstanding any other terms in this Agreement, Verint shall not be liable to any party for damages resulting from disclosure of Customer Data under such legal process.

**12 WAIVER / SEVERABILITY.** The failure of Verint to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.

**13 FORCE MAJEURE.** Except for obligations of confidentiality, payment, and compliance with laws, neither party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the party, including force of nature, war, riot, civil action, terrorism, labor dispute, malicious acts or denial of service by a third party, or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is removed, provided that the delayed party promptly notified the other party after having actual knowledge of any such occurrence.

**14 ASSIGNMENT.** Except to the extent such rights cannot be restricted by applicable law, Customer cannot assign, sublicense, or transfer this Agreement without the prior written consent of Verint, and any such attempt by Customer to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void, and subject to Verint's right to immediately terminate this Agreement.

**15 NOTICES.** All notices or other communications required hereunder shall be made in writing and shall be deemed to be effectively given: **(i)** when made available to Customer's Personnel by Verint posting such notice to a SaaS Service or Support portal, and if emailed, the first business day after sending the notice (provided email shall not be sufficient for legal notices, including notices of termination, alleged breach or an indemnifiable claim); or **(ii)** if hand delivered, when received, and if mailed for overnight delivery,

when delivery by the overnight carrier is made, in each instance at the applicable address set forth on the applicable Order (or if an Order is not applicable, with respect to Verint, to the relevant Verint office address found at https://www.verint.com/our-company/global-locations/), and with respect to legal notices, to Attn: Legal Department.

**16 ENTIRE AGREEMENT / MODIFICATIONS.** Except as otherwise specified in this <u>Section</u>, this Agreement, plus the terms on any Order signed by an authorized representative of both Customer and Verint, comprises the entire agreement between Customer and Verint, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written agreement signed by an authorized representative of each party. Preprinted, additional or conflicting provisions on Customer's purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein, shall not apply unless agreed to by both parties in writing signed by an authorized representative of each party. Customer agrees that Customer's use of the products and services provided by Verint signifies Customer's agreement to all terms and conditions of this Agreement. In the event the parties to this Agreement have executed, in hardcopy form, a separate agreement, or other electronically signed agreement covering a different subject matter than the subject matter of the Order to which this Agreement is attached, that separate agreement shall remain in effect, govern and control for that subject matter, and this Agreement shall govern and control for all other subject matters contemplated herein. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof.

## SAAS SERVICES TERMS

**1 DEFINITIONS.**

**Access Term.** The term, as further described in <u>Section 3</u> below, for which Verint has contractually agreed to provide Customer with access to the SaaS Services in accordance with the Order.

**Billing Period.** The billing period for which the SaaS Access Fees shall be calculated and invoiced to Customer in advance on a pro rata basis as follows: **(i)** annual billing period(s) for an Access Term for a SaaS Service, and **(ii)** for any add-on Order(s) for that SaaS Service, a proportionate period for the initial billing cycle to enable annual co-billing thereafter.

**Overage.** Measured on a monthly basis, any actual usage of the SaaS Service which exceeds the SaaS Access Rights subscribed to by Customer under any Order(s) applicable to the SaaS Service.

**SaaS Services.** The Software, operating in the online services offered by Verint, as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order, but expressly excluding any Portal Services.

**SaaS Access Fees.** The fees due to Verint, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights, and fees for any Overage calculated at a monthly pro rata amount plus a twenty-five percent (25%) uplift; provided, within thirty (30) days of Verint reporting such Overage to Customer, Customer may instead place an add-on Order for additional SaaS Access Rights equal to at least the highest monthly Overage quantity reported, where the Access Term for that Order starts on the first day of the first Overage month, and continues for the remainder of the Access Term.

**SaaS Access Rights.** The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.

**Scheduled Downtime.** Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment, and any other downtime incurred as a result of a Customer request.

**Service Levels.** The service level commitments from Verint with respect to the maintenance and support of the Hosted Environment and SaaS Services.

**Total Time.** The total number of minutes in the applicable month.

**Unscheduled Downtime**. Any time outside of the Scheduled Downtime when the Hosted Environment is not available to perform operations. Unscheduled Downtime is measured in minutes.

**Uptime Percentage**. Total Time minus Unscheduled Downtime divided by Total Time.

**2 ACCESS RIGHTS.** During the Access Term, and solely for Customer's internal business use (which may include external use of designated components by Customer's customers), Verint grants to Customer a nonexclusive, nontransferable, nonassignable, personal right to use the SaaS Services specified in the Order through internet access, up to the extent of the SaaS Access Rights specified in the Order. With regards to the on-premise components and related Documentation, Verint grants to Customer, and Customer accepts, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term, to use the on-premise components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement. With respect to the Documentation, Customer may make a reasonable number of copies of

the Documentation applicable to the SaaS Services solely as reasonably needed for Customer's internal business use in accordance with the express use rights specified herein. Without limiting the terms and conditions in Section 4 of the "General Terms and Conditions", Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: **(i)** rights in or to the Hosted Environment or SaaS Services beyond those rights specified in the Order, **(ii)** rights to provide access to or use of the Hosted Environment, SaaS Services and on-premise components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, **(iii)** rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, except with respect to on-premise component(s) and then only as expressly provided for in this Section, or **(iv)** representations, warranties or other third party beneficiary rights from any Verint third party vendor.

**3 ACCESS TERM.** Unless otherwise specified on the Order, an Access Term shall commence upon the date Verint accepts the applicable Order and shall continue for twelve (12) months thereafter. In the event Customer places additional Orders for the same SaaS Service, Verint may adjust the duration of the additional Access Terms to co-terminate with the Access Terms for that SaaS Service. Each Access Term is non-cancelable, and upon expiration shall automatically renew for additional annual terms at Verint's then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew. In the event Customer (i) fails to pay Verint any undisputed amounts past due, or (ii) is in breach of Section 5.1, Verint shall have the right to immediately suspend without notice any or all related SaaS Services provided to Customer hereunder.

**4 VERINT RESPONSIBILITIES.**

**4.1 Support.** As part of the SaaS Services, during any Access Term and subject to payment of all fees, Verint shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section.

**4.2 Updates.** In addition to establishing and maintaining the Hosted Environment, Verint shall maintain the components of the Hosted Environment with all current Updates that Verint deems necessary for the SaaS Services. Verint shall use commercially reasonable efforts to implement any required Error Corrections. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Service Levels specified in this Section 4. Customer's Designated Employees shall have access to Verint technical support Personnel through Verint's standard telephone, email and/or web support services during the support hours applicable to the specific SaaS Services subscribed to by Customer. The contact information for Verint technical support personnel, support hours applicable to the SaaS Services, and Error type classifications and response times can be found at https://www.verint.com/wp-content/uploads/VGS-Plan-all-regions.pdf.

**4.3 On-Premise Components.** With respect to any on-premise components, Customer shall be responsible for the installation and configuration of the on-premise components in the Customer Environment. Verint shall provide technical support for on-premise components through Verint's standard telephone, email and/or web support services during the support hours specified in the Maintenance and Support Plan under the Premium Plan.

**4.4 Uptime.** Verint will use commercially reasonable efforts to ensure that the Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. Daily system logs will be used to track Scheduled Downtime and any other Hosted Environment outages. Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime, and post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime that will exceed two (2) hours. The duration of any downtime is measured, in minutes, as the amount of elapsed time from when the Hosted Environment is not accessible or does not permit Customer to log on, to when the SaaS Services permits Customer to log on and access the Hosted Environment.

**4.4.1 Service Level Credits.** If Verint does not meet the Uptime Percentage levels specified below, Customer will be entitled, upon written request, to a service level credit ("**Service Level Credit**") to be calculated, with respect to the applicable Hosted Environment, as follows:

- If Uptime Percentage is at least 99.95% of the month's minutes, no Service Level Credits are provided; or

- If Uptime Percentage is 99.75% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or

- If Uptime Percentage is 99.50% to 99.74% (inclusive) of the month's minutes, Customer will be eligible for a credit of 7.5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or

- If Uptime Percentage is less than 99.50% of the month's minutes, Customer will be eligible for a credit of 10.0% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint.

Customer shall only be eligible to request Service Level Credits if Customer notifies Verint in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Verint's system records. In the event after such notification Verint determines that Service Level Credits are not due, or that different Service Level Credits are due, Verint

shall notify Customer in writing on that finding. With respect to any Services Level credits due under Orders placed directly by Customer on Verint, Service Level Credits will be applied to the next invoice following Customer's request and Verint's confirmation of available credits; with respect to any Service Level Credits due for SaaS Services under Orders placed on Verint by a Verint authorized reseller on Customer's behalf, Service Level Credits will be issued by such reseller following Customer's request and Verint's confirmation of available credits and such Services Level Credits may only be used by Customer with respect to subsequent purchases of Verint offerings through that reseller. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Verint will only provide records of system availability in response to Customer's good faith claims.

**4.4.2 Exceptions.** Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: **(i)** prompt payment by Customer of all fees, **(ii)** Customer's performing all of Customer's obligations (including, without limitation, establishing and maintaining the Customer Environment), **(iii)** Customer's continued compliance with Section 5, **(iv)** Customer agreeing to use of the most current version of the SaaS Service, and/or **(v)** the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event, Customer's use of the SaaS Services in excess of Customer's SaaS Access Rights, or issues caused by the Customer Environment or Customer specific configurations not expressly contemplated in the Documentation.

**4.5 Backup and Recovery of Data.** As a part of the SaaS Services, Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the SaaS Services. In the event the Customer Data becomes destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup, and remediate and recover such corrupt data.

# 5 CUSTOMER RESPONSIBILITIES.

**5.1 Use of SaaS Services.** Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees to: **(i)** abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy Laws and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Agreement and the use and delivery of the SaaS Services; **(iii)** not use the SaaS Services for illegal purposes; **(iv)** not knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(v)** not knowingly interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(vi)** not knowingly engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; **(vii)** not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(viii)** not to post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; and **(ix)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability. Verint may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer.

**5.2 Passwords.** All access codes and passwords are personal to the individual to which it is issued. Customer and Customer's Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent Verint assigned Customer with administrative rights to create access codes and passwords for Customer's Personnel, Customer shall be responsible for issuing such access codes and passwords.

**5.3 Indemnity.** Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of Sections 5.1 by Customer, Customer's affiliates or Personnel of either, and shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

**5.4 Customer Environment.** Customer is responsible for the establishment of the Customer Environment necessary for Customer's use of the SaaS Services, and for the installation and configuration of the on-premise components in that Customer Environment, each as Verint may specify in the Documentation. Additionally, Customer acknowledges and agrees that Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment, or backing up such Customer Environment.

**6 INVOICING.** For any Orders placed on Verint directly by Customer, Verint shall invoice Customer for the SaaS Access Fee for the initial Access Term Billing Period, and any fixed fee Professional Service Fees applicable to such Order upon Verint's receipt and acceptance of the Order. As applicable, Verint may invoice Customer **(a)** in advance for each subsequent Billing Period, including with respect to any renewal Access Terms, **(b)** for Overages in arrears on a quarterly basis, and **(c)** for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred.

## LICENSED PRODUCT TERMS

## 1 DEFINITIONS.

**License Fee.** The fees identified at the time of and on each Order for licensing Licensed Product as specified on that Order.

**Licensed Product.** Collectively, the Software and Documentation licensed to Customer as identified in an Order or Orders hereunder, and all permissible copies of the foregoing.

**Software.** Computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed hereunder, but expressly excluding any Mobile Apps.

**Support Fee.** The amount identified at the time of and on each Order for Customer's right to receive Support for a Licensed Product identified in such Order during the initial Support Term, and at Verint's then-current rate for any renewal Support Term.

**Support Term.** The initial one (1) year period commencing on the execution of each Order for Licensed Product, and each one (1) year renewal period thereafter for which Customer subscribes to Support.

**Version.** The Software configuration identified by a numeric representation, whether left or right of decimal place.

**2 LICENSE.** Verint grants to Customer, and Customer accepts, a perpetual (subject to Section 9 of the "General Terms and Conditions") or term-based (if specified on the Order), nonexclusive, nonassignable (subject to Section 14 of the "General Terms and Conditions"), and nontransferable limited license with respect to the Software and Documentation as specified in an applicable Order solely by Customer's Personnel for Customer's internal business operations, and subject to the terms and conditions of this Agreement. Use of the Software by Customer, Customer's Personnel or any other party authorized hereunder shall at no time exceed the total use rights granted in applicable Orders. With respect to any third-party applications provided by Verint with the Licensed Products, use of those third party applications is expressly limited to use in conjunction with the Licensed Products, and may not be used independent of those Licensed Products. Customer may change the location of a site designated in an Order; provided Customer complies with all applicable laws, and provides Verint with notice, including information regarding the current site, new site and Licensed Product and quantity of licenses. Customer may make a reasonable number of copies of the Software solely as needed for back-up and archival purposes, and of the Documentation solely as needed for Customer's internal business purposes as set forth herein.

**3 CUSTOMER ENVIRONMENT.** Prior to the installation of a Licensed Product, Customer shall ensure the establishment of a Customer Environment at each site for use and operation of the Licensed Product. Customer acknowledges and agrees that, except as otherwise expressly specified on an Order, Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment. Customer is responsible for backing up Customer's systems and data prior to providing Verint with access to the Customer Environment.

## 4 SUPPORT.

**4.1 Support.** Subject to payment of all Support Fees, during any Support Term, Verint's Support includes the following:

**a. Support Access.** Customer's Designated Employees shall have direct access via telephone to Verint's support center during hours specified in the applicable Maintenance and Support Plan. Verint shall use commercially reasonable efforts to provide Error Corrections.

**b. Updates; Versions.** In addition to Error Corrections, Verint shall provide Customer with other Updates that Verint generally offers to customers subscribing to the same Maintenance and Support Plan. All such Updates become part of the Licensed Product for all purposes hereof.

**4.2 Version Support.** Verint will provide Support hereunder for each Version of the Software for three (3) years after Verint discontinues the sales of licenses for that Version ("**EOS**") (not including add-on license sales for existing installations of that Version). The EOS period commences when Verint announces that the next Version of the Software is now generally available.

**4.3 Exclusions.** Notwithstanding Verint's support obligations hereunder, Verint shall have no responsibility or liability of any kind arising or resulting from:

**a.** Customer's failure to: **(i)** correctly install Updates or other modifications to the Licensed Product provided by Verint, **(ii)** prepare a computing environment that meets the specified Customer Environment prior to Licensed Product installation or to maintain such Customer Environment and Licensed Product thereafter, **(iii)** grant access and security authorization, or **(iv)** provide necessary communications mechanisms;

**b.** Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Licensed Product; or problems to or caused by products or services not provided by Verint;

**c.** Product modification, amendment, revision, or change by any party other than Verint or Verint's authorized representatives; or

**d.** Electrical failure, Internet connection problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under Customer's exclusive control, and Customer's sole responsibility.

**4.4 Additional Services.** If Customer desires Verint to install and configure any Updates, or Verint provides Services as a result of any conditions specified in Section 4.2 or 4.3, or otherwise provides support services to Customer outside the scope of services specified for Customer's applicable Maintenance and Support Plan, Verint may charge Customer for such services at Verint's then current Professional Service Fee rate.

**5 INVOICING.** All Software is considered delivered when made available to Customer for download. For any Orders placed on Verint directly by Customer, Verint shall invoice Customer one hundred percent (100%) of (as applicable to an Order) License Fees, Support Fees for the initial Support Term, and any fixed fee Professional Service Fees applicable to such Order upon Verint's receipt and acceptance of the Order. As applicable, Verint may invoice Customer **(a)** in advance for any renewal Support Term, and **(b)** for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred.

## SDK LICENSE TERMS

### 1 DEFINITIONS.

**Interface Application.** The computer software developed by Customer, using the SDK licensed hereunder, for the purpose of integrating Verint product(s) or service(s) with a product provided by Customer or Customer's third-party licensors.

**Open Source Code.** Any technology from the open source community, including, but not limited to, any software that requires, as a condition of use, modification and/or distribution of such software, that other software incorporated into, derived from or distributed with such software be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge.

**Run-Time Software.** Any software included with the SDK licensed to Customer hereunder, where such software is provided in object code form and required for use of an Interface Application with a Verint product or service.

**SDK.** The software development kit licensed by Customer from Verint, and includes all Documentation and other information related thereto (including, without limitation, all manuals, program listings, data models, sample code, Run-Time Software, flow charts, logic diagrams, input and output forms, specifications, application programming interfaces and other schematics), but does not include any Interface Application(s). For the purposes of this Agreement, the SDK shall be considered a Verint "Licensed Product" for all purposes.

### 2 LICENSE.
Verint grants to Customer, and Customer accepts a nonexclusive, nonassignable, and nontransferable limited license to use the SDK specified on an Order solely by Customer's Personnel for Customer's internal business operations to create Interface Applications for use in accordance with and subject to the terms and conditions of this Agreement. Use of the SDK by Customer, Customer's Personnel or any other party authorized hereunder shall at no time: **(i)** exceed the total use rights granted in an Order, or **(ii)** be used for any purpose other than the integration of a Verint product or service to a product provided by Customer or its third party licensors.

### 3 INTELLECTUAL PROPERTY.

**3.1 Ownership.** The parties acknowledge and agree that **(i)** Verint owns or has rights to license the SDK, and that all Intellectual Property Rights in and to the Verint Intellectual Property, and derivatives thereto are and shall remain vested in Verint or its licensor(s), and **(ii)** except to the extent the Interface Application contains any Verint Intellectual Property, Customer owns all other Intellectual Property Rights in and to the Interface Application. Notwithstanding the foregoing, nothing in this Agreement shall prevent Verint and/or other Verint partners and customers from using an SDK to independently develop interface applications, including interface applications that are the same or similar to any Interface Applications developed hereunder. To the extent such independently developed interface applications would infringe any Intellectual Property Rights arising from Interface Applications developed hereunder, Customer grants to Verint an unlimited, worldwide perpetual license in and to the Intellectual Property Rights necessary for Verint and its other partners and customers to develop and use the same and/or similar interface applications.

**3.2 Open Source.** Customer represents and warrants that **(i)** any Customer products (including any if its third party licensor products) applicable to this Agreement, and any Interface Application developed by or on behalf of Customer under this Agreement, will not contain any Open Source Code which would **(a)** create obligations, or purport to create obligations for Verint with respect to any Verint product or service or Verint Intellectual Property, or **(b)** grant, or purport to grant, to any third party any rights or immunities in, to or under Verint product, service or any other Verint Intellectual Property, and **(ii)** to the extent of any Open Source Code

contained in any Customer products or any Interface Applications, Customer has complied with all requirements of those Open Source Code license(s) pursuant to which it obtained source code which may have been used to develop, and/or is contained in, such products and the Interface Application and that each shall be compliant with all such Open Source Code license requirements.

**3.3 Third Party Licenses.** Customer acknowledges and agrees it is solely responsible for procuring or otherwise obtaining any third-party software, interface licenses, or other licenses in any Intellectual Property Rights necessary for the use of any Interface Application developed hereunder.

**4 INTERFACE APPLICATION DEVELOPMENT.** Customer shall be responsible for developing and supporting any Interface Applications. Customer's responsibilities shall include, but not be limited to: **(i)** developing, testing and deploying the Interface Application, **(ii)** configuring the Interface Application to interface and communicate properly with Verint product(s) and service(s), and **(iii)** updating and maintaining the Interface Applications as necessary for continued use with the same or different versions of Customer and/or third party licensor products, and Verint product or service.

## MOBILE APP TERMS

**1 DEFINITIONS.**

**Mobile App.** The application provided by Verint either through an online application store, a Verint website, or other method of download, where such application is intended to be loaded onto a Mobile Device for use in conjunction with a Verint product or service.

**Mobile Device.** A mobile telephone, tablet device or other handheld device.

**2 LICENSE.** By downloading or using a Mobile App, Customer is granted a nonexclusive, revocable, nontransferrable, nonassignable limited right to install and use the Mobile App on a Mobile Device, and to access and use the functionality on such Mobile Device strictly in accordance with the terms of this Agreement and solely for the Verint product or services intended purpose. The license granted hereunder to use the Mobile App is contingent upon Customer's purchase (either directly, or indirectly through the relevant Verint product or service licensee) of connectivity licenses from Verint for the right to connect the Mobile App to the Verint product and/or service, and then that Mobile App license is only valid for so long as Customer continues to have a valid license or right to the other Verint product or service.

**3 RESTRICTIONS.** Customer shall not install, use or permit the Mobile App to exist on more than one Mobile Device at a time or on any other mobile device or computer, other than by means of separate downloads of the Mobile App, each of which is subject to a separate license (this restriction however does not limit Customer's right to reinstall the Mobile App on the specific Mobile Device for which it was downloaded).

**4 SUPPORT AND RESPONSIBILITIES.** Verint has no obligation to maintain or support any Mobile App. Verint may, without further notice to Customer, discontinue the availability of the Mobile App, and may periodically access Customer's Mobile Device remotely to update, modify, add to or upgrade the Mobile App. Such updates, modifications, additions or upgrades may cause data loss or other issues. Customer is solely responsible for regularly backing Customer's data to prevent this from occurring. Customer acknowledges and understands that certain services or aspects of the Mobile App require and utilize phone service, data access or text messaging capability. Carrier rates for phone, data and text messaging may apply and Customer is responsible for any such charges.

## PORTAL SERVICES TERMS

**1 DEFINITIONS.**

**Content.** Any materials provided to Customer through a Portal Service, including, without limitation, any Documentation, release notes, knowledgebase entries, documents, training and training materials, announcements, schedules, and other information and materials accessed and otherwise provided thereunder.

**Portal Services.** Except with respect to SaaS Services, all online access to information, services, support, training, or other informational sites or portals provided by Verint.

**Submissions.** Any materials Customer provides, posts, inputs or submits through the Portal Services, but expressly excluding any Feedback.

**Support Services.** The maintenance and/or support provided for a Licensed Product or SaaS Services at the support level specified on an Order, as further described in this Agreement, and in the support level plan information provided to Customer by Verint.

**2 LICENSE.** By accessing Portal Services, Customer is granted a nonexclusive, revocable, nontransferable, nonassignable right to access general and technical product information, Support Services information, and/or training courses and materials, and use any Content therein solely for Customer's internal business purpose, and solely in relation to Verint's products and services. In addition to the foregoing, if Customer is accessing a Portal Service:

**a.** For Verint partner program materials or other information made available by Verint to partners and resellers of Verint, Customer represents and warrants that it is a party to a valid and active partner or reseller agreement with Verint, and Customer acknowledges and agrees to cease and desist all access to the Portal Services and delete or destroy all Content obtained from the Portal Services upon termination of that agreement.

**b.** For Support Services, Customer represents and warrants that Customer is a party to a valid and active Order with Verint for such services, and Customer acknowledges and agrees to cease and desist all access to the Portal Services upon termination or expiration of such Order.

**c.** For training courses and training materials, Customer represents and warrants that Customer has paid for or otherwise ordered the rights to receive such training courses and materials. Customer acknowledges and agrees that access to that training course and materials are personal to the individual, and except to the extent expressly granted by Verint, not available for access or use by any other person, including other Personnel applicable to Customer.

**3 USE OF PORTAL SERVICES.**

**3.1 Customer Responsibilities.** Customer shall be solely responsible for the actions of its Personnel while using the Portal Services and the contents of its transmissions through the Portal Services (including, without limitation, Submissions), and any resulting charges. Customer agrees to: **(i)** abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Portal Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, and shall not allow any of its Personnel or Data Subjects to access or use the Portal Services in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy Laws and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Agreement and the use and delivery of the Portal Services; **(iii)** not use the Portal Services for illegal purposes; **(iv)** not knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, Portal Services or another's computer; **(v)** not knowingly interfere with another customer's use and enjoyment of the Portal Services or another entity's use and enjoyment of similar services; **(vi)** not knowingly engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the Portal Services; **(vii)** not to interfere or disrupt networks connected to the Hosted Environment or Portal Services; **(viii)** not to post, promote or transmit through the Portal Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; and **(ix)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability. Verint may remove any violating content posted on the Portal Services or transmitted through the Portal Services, without notice to Customer.

**3.2 Submissions.** Should Customer provide any Submissions through its use of the Portal Service, such Submissions shall be entirely voluntary. Any Submissions provided shall be deemed to be non-confidential. With respect to such Submissions, Customer hereby grants to Verint a nonexclusive, irrevocable, perpetual, worldwide, royalty-free license, including the right to grant sublicenses to Verint licensees, resellers and customers, under all Intellectual Property Rights, the rights to use and disclose the Submissions and to display, perform, copy, have copied, modify, create derivative works, make, have made, use, sell, offer to sell, import and otherwise directly or indirectly distribute Submissions. By providing a Submission, Customer represents and warrants that Customer owns or otherwise controls all of the rights necessary in the Submission for Customer to comply with this Section 3.2.

**3.3 Passwords.** All access codes and passwords are personal to the individual to which it is issued. Customer and Customer's Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized.

**3.4 Indemnity.** Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from any breach of this Section 3 by Customer, Customer's affiliates or Personnel of either, and shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Verint pursuant to any such actions.

**3.5 Customer Environment.** Customer is responsible for the establishment of the Customer Environment necessary for Customer's use of the Portal Services as Verint may specify to Customer from time to time. Additionally, Customer acknowledges and agrees that Verint is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment, or backing up such Customer Environment.

**ANNEX 1 – VERINT CONTRACTING ENTITIES**

| Americas Region: | Verint Americas Inc., a Delaware corporation with its principal place of business at 800 North Point Parkway, Alpharetta, Georgia 30005 |
|---|---|
| Australian Region: | Verint Systems (Australia) Pty Ltd. (ABN 092 740 577), a company registered in Australia with offices at Level 5, 76 Berry Street, North Sydney NSW 2060, Australia |
| EMEA Region: | Verint Systems UK Limited, a company registered in England with company registration number 02602824, whose registered address and principal place of business is 241 Brooklands Road, Weybridge, Surrey KT13 0RH |
| Pacific Region: | Verint Systems (Asia Pacific) Ltd., a company registered in Hong Kong with offices at Suite 715-6, Level 7, Core F, Cyberport 3, 100 Cyberport Road, Hong Kong |

## ANNEX 2 – INFORMATION SECURITY

**1 DEFINITIONS.** In addition to the capitalized terms in the General Terms and Conditions, all capitalized terms shall have the meaning ascribed to them herein this Annex, and for the purposes of this Annex, shall govern and control in the event of any conflict, including the following:

**Encryption Standards.** Encryption algorithms that are publicly or commercially available, with key lengths sufficient to prevent commercially reasonable attempts to decrypt through brute force the encrypted information.

**Hosted Subscription Services.** Any SaaS or hosting services subscribed to by Customer from Verint.

**Industry Standard(s).** Generally accepted standards applicable to the performance obligations of a party with respect to a product or service. Industry Standards can include in part or in whole frameworks published by the National Institutes for Standards and Technology (NIST), International Organization for Standardization, ISACA, Payment Card Industry Security Standards Council and other internationally recognized standards organizations.

**2 GENERAL SECURITY TERMS.** Verint is committed to helping protect the security of Customer Data, and has implemented, and will maintain and follow appropriate technical and organizational measures that conform to Industry Standards intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Verint may modify any of its policies, process or procedures at any time and without obligation to notify or update this Annex, provided such modifications provide substantially similar or greater protections than those provided for herein. Except as otherwise specified in Section 3, the following terms and conditions in this Section 2 apply to all performance obligations under the Agreement.

**2.1 Access Controls.** Verint implements Industry Standard access control methodologies, which rely on policy, process, and logical controls to help prevent unauthorized access to systems and data under Verint's control. These access controls include no less than the following:

• Verint uses the "Principle of Least Privilege" model for restricting access to systems and data, and regularly reviews access rights granted to Verint Personnel.

• Verint Personnel each have a unique user ID and personal secret password for accessing internal networks, equipment and data. Verint shall maintain policies concerning the maintenance of password secrecy. Verint Personnel access rights must be suspended within twenty-four (24) hours of employment termination, and modified within forty-eight (48) hours when Verint Personnel roles and/or responsibilities are changed.

• Verint maintains a password policy which, at a minimum, complies with the following standards: **(i)** passwords must not employ any structure or characteristic that results in a password that is predictable or easily guessed; **(ii)** passwords must include at least three (3) of the following character sets, in accordance with password policy settings: **(a)** an English uppercase character (A – Z); **(b)** an English lowercase character (a – z); **(c)** a westernized Arabic numeral; and **(d)** a non-alphanumeric special character from the following character set: !, $, #, %; **(iii)** passwords must be changed at least every one hundred and eighty (180) days; and **(iv)** account lockout must occur after a maximum of five (5) failed password entry attempts. Re-enabling of locked accounts must require extended time-based delay, or interaction with a security administrator or help desk function. All password changes must be accomplished through secure procedures.

• Multi-factor authentication processes must be utilized for any access to systems containing Customer Data. All passwords must be stored and transmitted using Encryption Standards.

• User sessions must expire and require the re-entry of a password if idle by more than **(i)** twenty (20) minutes for administrator consoles, and **(ii)** sixty (60) minutes for all other systems and session types.

• For any facilities hosting Customer Data, such facilities shall have implemented electronic access controls to enter such facilities, and further access controls for entering specific areas where such Customer Data is physically resident. Verint shall maintain processes to validate the identify of individuals prior to issuing identification and access badges, and shall maintain processes for issuing visitor badges, logging such issuance, and escort requirements for such visitors. Such logs shall be maintained by Verint for no less than six (6) months from issuance.

**2.2 Data Controls.** In its performance obligations, Verint does not require access to Customer systems or data, and Customer shall take commercially reasonable efforts to prevent Verint from accessing Customer systems and data. Where Customer provides Customer Data to Verint for professional services or support purposes, Customer shall take commercially reasonable efforts to redact or remove Personal Data prior to providing that Customer Data to Verint. Where possible, such services shall be delivered via screen share or telephone with no data transferred to Verint. If it is necessary to transfer Customer Data to Verint, the following shall apply:

• Customer shall only use Verint approved communication channels for providing Customer Data to Verint. With respect to the storage of such Customer Data by Verint and any further transmission of that Customer Data by Verint, Verint shall ensure such Customer Data is protected using Encryption Standards.

• In the event Verint makes backups of such Customer Data, all backups of Customer Data shall be encrypted on backup media using Encryption Standards.

• Customer Data may only be stored on portable media, including laptops, DVD, CD, magnetic tape media, removable hard drives, USB drives or similar portable storage, if Encryption Standards are used on that portable media.

• Except as specified otherwise in the Agreement, or applicable Order or SOW, Customer Data may be transferred by Verint to, and stored and Processed in, the United States or any other country in which Verint or its affiliates or subcontractors maintain facilities. Customer appoints Verint to perform any such transfer of Customer Data to any such country and to store and Process Customer Data in order to provide services to Customer.

• Verint shall: **(1)** Process such Customer Data only in accordance with the reasonable instructions of Customer, **(2)** treat such Customer Data as the Confidential Information of Customer, **(3)** promptly notify Customer of any unauthorized or unlawful Processing of that Customer Data of which it becomes aware, and **(4)** not knowingly place Customer in breach of any Privacy Laws.

**2.3 Operational Controls.** Verint shall maintain operational controls sufficient to enable Verint's satisfaction of its performance obligations in this Section 2, including, without limitation, the following:

• Maintain a dedicated information security function to design, maintain and operate security in line with Industry Standards. This function shall focus on system integrity, risk acceptance, risk analysis and assessment, risk evaluation, and risk management.

• Maintain a written information security policy that is approved by the Verint management team and published and communicated to all Verint Personnel and relevant third parties.

• Provide security awareness training at least annually to its employees, and maintain records of training attendance for no less than one (1) year.

• Conduct vulnerability assessments and/or penetration tests of networks, systems, applications and databases where Customer Data is located at rest, in transit and in use. Verint shall triage identified vulnerabilities and remediate or mitigate vulnerabilities in accordance with Industry Standards.

• Maintain appropriate authentication system(s) to authenticate and restrict access to Verint systems and networks to valid users.

• Install and maintain antivirus software on all servers and computing devices involved with Processing activities, and use other malware detection techniques where reasonably required. Such antivirus software shall be updated on a daily basis, or as otherwise provided by the antivirus software manufacturer.

• Maintain physical security measures with respect to Verint facilities to help prevent and detect physical compromise, including, without limitation, use of identification badges, smart card or other electronic or physical identity verification systems, alarms on external doors, and CCTV on all entrances / exits to such facilities. Verint shall periodically review access records and CCTV video to ensure access controls are being enforced effectively, with any discrepancies or unauthorized access investigated immediately.

• With respect to Verint internal networks, ensure perimeter networks are physically or logically separated from internal networks containing Customer Data, establish and configure firewalls in accordance with Industry Standards, use network intrusion detection systems as a part of network security, and restrict and control remote network access.

• Complete diligent review of any Verint subcontractors that will have access to Customer Data, and require such subcontractors contractually commit to substantially similar terms and conditions as those specified in this Annex, or terms and conditions that Verint reasonably determines as providing substantially similar protection. With respect to any performance subcontracted by Verint, Verint remains responsible for its subcontractors' compliance with Verint's performance obligations in the Agreement.

**2.4 Availability Controls.** Verint will maintain contingency planning policies and procedures defining roles and responsibilities on proper handling of contingency events. This shall include a business continuity and disaster recovery plan intended to facilitate the restoration of critical operations and processes which would allow for Verint's continued performance of its obligations hereunder. Such plan shall be periodically reviewed, updated and tested by Verint.

**2.5 Application Controls.** Verint shall implement and conform its software development practices to applicable Industry Standards relative to the functionality to be performed by the specific Verint product offering. Verint shall maintain software development practices which satisfy the following:

• Use commercially reasonable measures to detect product vulnerabilities prior to release. These measures may include manual test scripts, test automation, dynamic code analysis, static code analysis, penetration testing, or other measures chosen by Verint. Verint shall update procedures and processes from time to time to improve detection of vulnerabilities within its products.

• Verint's developers shall not intentionally write, generate, compile, copy, collect, propagate, execute or attempt to introduce any computer code designed to self-replicate, damage or otherwise hinder the performance of any systems or network.

• Verint's developers shall receive regular training on coding and design with respect to application security.

**3 SAAS AND HOSTING SECURITY TERMS.** In addition to the terms and conditions in Section 2, the following terms and conditions shall apply to Verint's performance obligations with respect to any Hosted Subscription Services procured by Customer under this Agreement. To the extent of any conflict between the terms and conditions in this Section 3 and in Section 2, the terms and conditions in this Section 3 shall control solely with respect to Hosted Subscription Services.

**3.1 Access Controls.** Customer shall have access to Customer Data maintained within their applicable production instance. Customer shall be responsible for maintaining user access and security controls for users accessing the Hosted Subscription Services. Verint shall be responsible for restricting all other access to Customer Data residing within the production instance. For the avoidance of doubt, Verint has no obligation to verify that any user using Customer's account and password has Customer's authorization. Verint shall provide access on a need to know basis and shall review access rights of Verint Personnel at least annually. Verint's access controls shall include no less than the following:

• Verint shall enforce complex passwords using built in system settings of at least 8 characters. Verint shall require password changes at least every ninety (90) days. Verint administrators shall use multi-factor authentication for access to the production environment(s).

• Access to Verint's production environment(s) is controlled at four distinct hierarchical levels: the hosting partner level, the SaaS operations team level, the Verint network security level, and the application level. Access control is required for each of these levels to provide the optimal level of security for the solution.

• A Verint hosting partner's role is to design, deploy, secure, make available, and support the systems upon which Verint's SaaS solutions are installed and delivered to Verint's customers (end users). The hosting partners have primary control over the data centers, systems, and networks upon which Verint's SaaS solutions operate. The hosting partner provides Verint's SaaS operations team with the initial credentials required to access the hosted systems and support portals.

**3.2 Data Controls.** In its performance obligations with respect to Hosted Subscription Services, Verint does require access to Customer Data, and the following additional terms and conditions shall apply:

• Verint's security procedures shall require that any Customer Data stored by Verint only be stored using secure data encryption algorithms and key strengths of 128-bit symmetric and 1024-bit asymmetric or greater. Verint shall monitor Industry Standards and implement an action plan if key lengths in use can be compromised through commercially reasonable means.

• Verint will maintain a key management process that includes appropriate controls to limit access to private keys and a key revocation process. Private keys, and passwords shall not be stored on the same media as the data they protect.

• Verint will prohibit Verint Personnel from the download, extraction, storage or transmission of Customer Data through personally owned computers, laptops, tablet computers, cell phones, or similar personal electronic devices except where enrolled in Verint's Mobile Device Management (MDM), Information Rights Management (IRM), or other security programs. If personal computers or mobile devices are used to perform any part of the Hosted Subscription Services, Verint will encrypt all Customer Data on such mobile devices.

• Verint agrees that any and all Verint initiated electronic transmission or exchange of Customer Data stored as part of the Hosted Subscription Services shall be protected by a secure and encrypted means (e.g. HTTPS, PGP, S/MIME, SSH, SMTP encryption using TLS on gateway while sending emails).

• Customer Data stored as a part of the Hosted Subscription Services shall reside only on Verint production systems housed in Verint hosting partner data centers, unless noted in a SOW or required with respect to professional service engagements or performance of support services. Any storage of Customer Data on Verint premises is temporary and is used strictly for support and services

engagements. Once Customer Data on Verint premise has served its purpose, it shall be promptly destroyed in accordance with Verint's confidential data destruction procedures.

**3.3 Operational Controls.** In its performance of Hosted Subscription Services, Verint shall maintain operational controls sufficient to enable Verint's satisfaction of its performance obligations in this <u>Section 3</u>, including, without limitation, the following:

• Verint will utilize up-to-date and comprehensive virus and malware protection capabilities, and commercially reasonable practices, including detection, scanning and removal of known viruses, worms and other malware on the Verint's hosting systems. These virus protection capabilities will be in force on all computers and/or devices utilized in connection with the technology services, as well as on all data files or other transfers that have access or are connected to Verint's hosting system.

• If a virus, worm or other malware causes a loss of operational efficiency or loss of data, Verint will mitigate losses and restore data from the last virus free backup to the extent practicable.

• Verint shall obligate its hosting partners to provide a multiple layered security approach. This shall include perimeter firewalls, DMZ, one or more internal network segments, and network intrusion detection monitors for attempted intrusion to the production environment. Network vulnerability scans shall be conducted regularly and issues addressed according to Industry Standard change control processes.

• Verint shall mitigate security vulnerabilities through the use of perimeter and host countermeasures such as intrusion prevention, web application firewall, IP address shunning, and other measures designed to prevent successful exploitation of vulnerabilities.

• Verint and its hosting partners shall proactively address security risks by applying released security patches, including, as example, Windows security patching and updates to patch known vulnerabilities in an applicable operating system. Patches shall be deployed to production via Verint's change management process. Verint shall test all patches in its test environment prior to release to production. If a patch degrades or disables the production environment, Verint shall continue to mitigate vulnerabilities until a patch is provided by the software or operating system manufacturer that does not degrade or disable production. Such mitigation efforts may include intrusion prevention, web application firewall, and other measures chosen by Verint to reduce likelihood or prevent successful access to Customer Data by an unauthorized party.

• Each month, Verint and its hosting partners shall schedule maintenance windows to perform data center, system, and application maintenance activities. Verint shall notify Customer in advance of any scheduled maintenance activity that is expected to disrupt the Hosted Subscription Services functionality.

• Verint shall retain security logs for a minimum of thirty (30) days online and ninety (90) days archived. Verint may retain logs for a longer period at its sole discretion.

**3.4 Availability Controls.** With respect to Hosted Subscription Services:

• Verint shall maintain business continuity and disaster recovery plans specific to its Hosted Subscription Services, and shall include data center failover configurations.

• Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the Hosted Subscription Services. In the event the Customer Data becomes corrupt, Verint shall use commercially reasonable efforts to remediate and recover such corrupt data.

**4 ATTESTATIONS OF COMPLIANCE.** Upon Customer's reasonable request, **(i)** Verint shall provide an attestation of compliance to the terms in this Annex, and/or **(ii)** Verint shall provide its Industry Standard security assessment questionnaire responses applicable to the services provided to Customer. Requests shall be made in writing through the Account Executive assigned to Customer unless otherwise specified by Verint.

**ANNEX 3 – GLOBAL DATA PROCESSING**

**1 DEFINITIONS.** In addition to the capitalized terms in the General Terms and Conditions, all capitalized terms shall have the meaning ascribed to them herein this Annex, and for the purposes of this Annex, shall govern and control in the event of any conflict, including the following:

<u>**Adequacy Decision.**</u> For a jurisdiction with Privacy Laws that have data transfer restrictions, a country that the Supervisory Authority or other body in such jurisdiction recognizes as providing an adequate level of data protection as required by such jurisdiction's Privacy Laws such that transfer to that country shall be permitted without additional requirements.

<u>**Data Controller.**</u> The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, and in the context of this Annex shall mean the Customer.

**Data Processing Instructions.** The Processing instructions set out at https://www.verint.com/our-company/legal-documents/dpa/data-processing-schedule/.

**Data Processor.** A natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller, and in the context of this Annex shall mean Verint and references in this Annex to Verint include references to Verint Affiliates where such Verint Affiliates are Subprocessors.

**Personal Data Breach.** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

**Restricted Transfer. (i)** A transfer of Personal Data from Customer to Verint; or **(ii)** an onward transfer of Personal Data from Verint to a Subprocessor, in each case, where such transfer outside of jurisdiction of Customer would be prohibited by Privacy Laws in the absence of an approved method of transfer, including through **(a)** an Adequacy Decision, **(b)** Standard Contractual Clauses, or **(c)** by the terms of other recognized forms of data transfer agreements or processes.

**Standard Contractual Clauses.** The contractual clauses approved by a Supervisory Authority pursuant to Privacy Laws which provides for multi-jurisdictional transfer of Personal Data from one jurisdiction to another where such transfer would otherwise be a Restricted Transfer.

**Subprocessor.** Any third party (including any third party and any Verint Affiliate) appointed by or on behalf of Verint to undertake Processing in connection with the services.

**Supervisory Authority.** An independent public authority which is established in a jurisdiction under Privacy Laws with competence in matters pertaining to data protection.

## 2 PROCESSING OF PERSONAL DATA.

**2.1** Verint will not **(a)** Process Personal Data other than on Customer's documented instructions (set out in this Annex or as otherwise set forth in the Agreement or an Order) unless Processing is required by a Supervisory Authority; or **(b)** sell Personal Data received from Customer or obtained in connection with the provision of the services to Customer.

**2.2** Customer on behalf of itself and each Customer Affiliate instructs Verint: **(a)** to Process Personal Data; and **(b)** in particular, transfer Personal Data to any country or territory; in each case as reasonably necessary for the provision of the services and consistent with this Annex.

**2.3** The Data Processing Instructions set out the subject matter and other details regarding the Processing of the Personal Data contemplated as part of the services, including Data Subjects, categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing.

**3 VERINT PERSONNEL.** Verint shall ensure that persons authorized to undertake Processing of the Personal Data have **(a)** committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data; and **(b)** undertaken appropriate training in relation to protection of Personal Data.

## 4 SECURITY.

**4.1** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Verint shall in relation to the Personal Data implement appropriate technical and organizational measures designed to provide a level of security appropriate to that risk in the provision of the services, such technical and organizational measures are set out in Annex 2.

**4.2** In assessing the appropriate level of security, Verint shall take account in particular of the risks that are presented by Processing.

## 5 SUBPROCESSING.

**5.1** Verint shall only appoint Subprocessors which enable Verint to comply with Privacy Laws. Customer authorizes Verint to appoint Subprocessors in accordance with this Section 5 subject to any restrictions or conditions expressly set out in this Agreement. Subprocessors appointed as at the effective date of this Annex are set out in the Data Processing Instructions or as otherwise specified in an Order. Verint shall remain liable to Customer for the performance of that Subprocessor's obligations subject to this Agreement.

**5.2** Notwithstanding the notice requirements set out in this Agreement, before Verint engages any new Subprocessor, Verint shall give Customer notice of such appointment, including details of the Processing to be undertaken by the proposed Subprocessor. In addition to any other notifications, Verint may provide such notice by updating the list of Subprocessors in the Data Processing Instructions. Customer may notify Verint of any objections (on reasonable grounds related to Privacy Laws) to the proposed Subprocessor or Data Processing Instructions ("Objection"), then Verint and Customer shall negotiate in good faith to agree to further measures including contractual or operational adjustments relevant to the appointment of the proposed Subprocessor or operation of the services to address Customer's Objection. Where such further measures cannot be agreed between the parties within forty-five (45) days from Verint's

receipt of the Objection (or such greater period agreed by Customer in writing), Customer may by written notice to Verint with immediate effect terminate that part of the services which require the use of the proposed Subprocessor.

**5.2.1** With respect to each Subprocessor which is the subject of Section 5.2 above, Verint or the relevant Verint Affiliate shall: (a) carry out adequate due diligence before the Subprocessor first Processes Personal Data, to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Agreement;(b) ensure that the Subprocessor is subject to a written agreement with Verint that includes appropriate data protection provisions; and (c) if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses or other appropriate method of transfer are at all relevant times incorporated into the agreement executed between Verint and the Subprocessor.

**5.3** Verint shall ensure that each Subprocessor performs the obligations under this Annex as they apply to Processing of Personal Data carried out by that Subprocessor, as if such Subprocessor were party to this Annex in place of Verint.

## 6 DATA SUBJECT RIGHTS.

**6.1** Verint shall (a) upon becoming aware, promptly notify Customer if Verint receives a request from a Data Subject relating to an actionable Data Subject right under any Privacy Law in respect of Personal Data; (b) not respond to that request except on the documented instructions of Customer or as required by a Supervisory Authority; and (c) upon request from Customer where required by Privacy Laws and in the context of the services, reasonably assist Customer in dealing with an actionable Data Subject rights request to the extent Customer cannot fulfil this request without Verint's assistance. Verint may fulfil this request by making available functionality that enables Customer to address such Data Subject rights request without additional Processing by Verint. To the extent such functionality is not available, in order for Verint to provide such reasonable assistance, Customer must communicate such request in writing to Verint providing sufficient information to enable Verint to pinpoint and subsequently amend, export or delete the applicable record.

## 7 PERSONAL DATA BREACH.

**7.1** Verint shall without undue delay notify Customer by email and/or telephone, at the contact information provided by Customer, upon Verint or any Subprocessor becoming aware of a Personal Data Breach. Verint shall provide Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Privacy Laws. Subject to Section 7.4 below, such notification shall as a minimum: (a) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned; (b) communicate the name and contact details of Verint's data protection officer or other relevant contact from whom more information may be obtained; (c) describe the likely consequences of the Personal Data Breach in so far as Verint is able to ascertain having regard to the nature of the services and the Personal Data Breach; and (d) describe the measures taken or proposed to be taken to address the Personal Data Breach.

**7.2** Should Customer have reason to believe that there has been a Personal Data Breach, Customer agrees to contact Verint immediately via email at privacy@verint.com.

**7.3** Verint shall co-operate with Customer and take such reasonable commercial steps as are necessary to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

**7.4** Where and in so far as, it is not possible to provide the information referred to in Section 7.1 at the same time, the information may be provided in phases without undue further delay.

**7.5** Customer shall have sole responsibility for informing third parties, where warranted, of potential impact of any Personal Data Breach.

## 8 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION.

**8.1** To the extent necessary, Verint shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Privacy Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Verint. To the extent that such impact assessment and/or prior consultation requires assistance beyond Verint providing the applicable Verint processing record(s) and Documentation, Verint shall reserve the right to charge Customer such engagement at Verint's then current daily rates.

## 9 DELETION OR RETURN OF PERSONAL DATA.

**9.1** Following Verint's receipt of Customer's written request during the Return Period, Verint will either delete or return available Customer Data in accordance with the applicable terms and conditions in this Agreement.

**9.2** Verint may retain Personal Data to the extent required by Privacy Laws or any other statutory requirement to which Verint is subject and only to the extent and for such period as required by Privacy Laws or any other statutory requirement to which Verint is

subject and always provided that (a) during such retention period the provisions of this Annex will continue to apply, (b) Verint shall ensure the confidentiality of all such Personal Data, and (c) Verint shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the Privacy Laws requiring its storage or any other statutory requirement to which Verint is subject and for no other purpose.

## 10 REVIEW, AUDIT AND INSPECTION RIGHTS.

**10.1** Upon Customer's reasonable request, Verint shall provide all relevant and necessary material, documentation and information in relation to Verint's technical and organizational security measures used to protect the Personal Data in relation to the services provided in order to demonstrate Verint's compliance with Privacy Laws.

**10.2** Verint shall ensure a security audit of its technical and organizational security measures is carried out at least annually in compliance with Privacy Laws. Such security audit will be performed in accordance ISO 27001 standards by an internal qualified auditor within Verint. The results of such security audit will be documented in a summary report. Verint shall promptly provide Customer upon request with (i) a confidential summary of such report; and (ii) evidences of appropriate remediation of any critical issues within four (4) weeks from date of issuance of the audit report.

**10.3** If, following the completion of the steps set out in Sections 10.1 and 10.2 Customer reasonably believes that Verint is non-compliant with Privacy Laws, Customer may request that Verint make available, either by webinar or in a face-to-face review, extracts of all relevant information necessary to further demonstrate compliance with Privacy Laws. Customer undertaking such review shall give Verint reasonable notice, by contacting Verint's Information Security Director (in the Americas and APAC regions to privacy@verint.com or in EMEA to EMEA.Privacy@Verint.com), of any review to be conducted under this Section 10.3.

**10.4** In the event that Customer reasonably believes that its findings following the steps set out in Section 10.3 do not enable Customer to comply materially with Customer's obligations mandated under the Privacy Laws in relation to its appointment of Verint, then Customer may give Verint not less than thirty (30) days prior written notice of its intention, undertake an audit which may include inspections of Verint to be conducted by Customer or an auditor mandated by Customer (not being a competitor of Verint). Such audit and/or inspection shall (i) be subject to confidentiality obligations agreed between Customer (or its mandated auditor) and Verint, (ii) be undertaken solely to the extent mandated by, and may not be further restricted under applicable Privacy Laws, (iii) not require Verint to compromise the confidentiality of security aspects of its systems and/or data processing facilities (including that of its Subprocessors), and (iv) not be undertaken where it would place Verint in breach of Verint's confidentiality obligations to other Verint customers vendors and/or partners generally or otherwise cause Verint to breach laws applicable to Verint. Customer (or auditor mandated by Customer) undertaking such audit or inspection shall avoid causing any damage, injury or disruption to Verint's premises, equipment, personnel and business in the course of such a review. To the extent that such audit performed in accordance with this Section 10.4 exceeds one (1) business day, Verint shall reserve the right to charge Customer for each additional day at its then current daily rates.

**10.5** If following such an audit or inspection under Section 10.4, Customer, acting reasonably, determines that Verint is non-compliant with Privacy Laws then Customer will provide details thereof to Verint upon receipt of which Verint shall provide its response and to the extent required, a draft remediation plan for the mutual agreement of the parties (such agreement not to be unreasonably withheld or delayed; the mutually agreed plan being the "Remediation Plan"). Where the parties are unable to reach agreement on the Remediation Plan or, in the event of agreement, Verint materially fails to implement the Remediation Plan by the agreed dates which in either case is not cured within forty-five (45) days following Customer's notice or another period as mutually agreed between the Parties, Customer may terminate the services in part or in whole which relates to the non-compliant Processing and the remaining services shall otherwise continue unaffected by such termination.

**10.6** The rights of Customer under this Section 10 shall only be exercised once per calendar year unless Customer reasonably believes Verint to be in material breach of its obligations under either this Annex or Privacy Laws.

## 11 RESTRICTED TRANSFERS.

**11.1** Customer (as "data exporter") and Verint, as appropriate, (as "data importer") hereby agree that the Standard Contractual Clauses shall apply in respect of any Restricted Transfer from Customer to Verint.  Each Party agrees to execute the Standard Contractual Clauses upon request of the other Party and further agrees that absent of execution the terms and conditions of the Standard Contractual Clauses shall in any event apply to any Restricted Transfer. Where such Standard Contractual Clauses must be fully executed to take effect and Customer has not executed such Standard Contractual Clauses as set out in this Section 11, Customer authorizes Verint to enter into the Standard Contractual Clauses for and on behalf of Customer as data exporter with each applicable data importer.

**11.2** For the purposes of appendix 1 to the Standard Contractual Clauses or other relevant part of the Standard Contractual Clauses, the Data Processing Instructions sets out the Data Subjects, categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing (processing operations).

**11.3** For the purposes of appendix 2 to the Standard Contractual Clauses or other relevant part of the Standard Contractual Clauses, Annex 2 sets out the description of the technical and organizational security measures implemented by Verint (the data importer) in accordance with clauses 4(d) and 5(c) of the Standard Contractual Clauses.

**12 OTHER PRIVACY LAWS.**

**12.1** To the extent that Processing relates to Personal Data originating from a jurisdiction which has any mandatory requirements in addition to those in this Annex, both Parties may agree to any additional measures required to ensure compliance with applicable Privacy Laws and any such additional measures agreed to by the Parties will be documented as an addendum to this Annex or in an Order.

**12.2** If any variation is required to this Annex as a result of a change in Privacy Laws, including any variation which is required to the Standard Contractual Clauses, then either party may provide written notice to the other party of that change in law. The parties will discuss and negotiate in good faith any necessary variations to this Annex, including the Standard Contractual Clauses, to address such changes.

**13 GENERAL TERMS.** The applicable law provisions of this Agreement are without prejudice to clauses 7 (Mediation and Jurisdiction) and 10 (Governing Law) of the Standard Contractual Clauses where applicable to Restricted Transfers of Personal Data from the European Union (including the United Kingdom) to a third country.