



## ANNEX FOR VERINT CONNECT COMMUNITY

The terms and conditions that follow apply to all Portal Services procured or otherwise received from Verint (“**Verint Connect Community Annex**”). In addition, the terms and conditions in the Master Agreement at the following link (except with respect to SaaS Services) are hereby incorporated by reference: <https://www.verint.com/our-company/legal-documents/master-agreement/> (“**Agreement**”). In the event of any conflict between the terms and conditions in this Verint Connect Community Annex and the Agreement, the Verint Connect Community Annex terms and conditions shall govern and control, but solely with respect to the products and/or services applicable to this Verint Connect Community Annex.

This Verint Connect Community Annex was last updated on December 3, 2024, and is effective between Customer and as of the date of Customer acceptance of the Agreement.

**1 DEFINITIONS.** In addition to the terms and conditions in the Agreement, following capitalized terms shall have the meaning ascribed to them below. References to a particular section herein, the Agreement, any annex, or any document found at a hyperlink listed herein, shall serve to reference the applicable section therein, unless otherwise expressly specified.

**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, marketplace, developer and 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 and other related information made available via the Portal Services, **(1)** where Customer has a valid and active partner or reseller agreement with Verint or one of its authorized partners or resellers, Customer 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, and **(2)** where Customer is not party to a valid and active partner or reseller agreement with Verint or one of its authorized partners or resellers, Customer agrees to delete or destroy all Content obtained from the Portal Services upon termination by Verint of Customer’s access rights to the Portal Services.

**b.** For Support Services, **(1)** where Customer is an end customer of Verint offerings, Customer represents and warrants that it 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, and **(2)** where Customer is a Verint partner or reseller or is party to a partner or reseller agreement with one of Verint’s authorized partners or resellers, Customer represents and warrants that it will **(a)** only provide Support Services information and any other Content obtained from the Portal Services to end customers of the applicable Verint offering that have a then-current Support subscription subscribed to with Verint for that Verint offering, and **(b)** delete or destroy all Content obtained from the Portal Services upon termination by Verint of Customer’s access rights to the Portal Services.

**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.

**d.** For use of the Verint Marketplace and terms and conditions applicable to Marketplace Content, see also the Marketplace Annex.

### **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.

**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 and Verint Beneficiary Parties for all damages, liabilities, awards, costs, and expenses (including reasonable professional and attorneys' fees) Verint and Verint Beneficiary Parties incur as a result of 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.

**4 TERMINATION.** In addition to the surviving terms and conditions in [Section 10](#) of the Agreement, [Sections 1](#) and [3](#) herein shall also survive.