



ANNEX FOR LICENSED PRODUCT

The terms and conditions that follow apply to all Licensed Products procured or otherwise received from Verint (“**License 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 License Annex and the Agreement, the License Annex terms and conditions shall govern and control, but solely with respect to the products and/or services applicable to this License Annex.

This License 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.

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 7](#)) or term-based (if specified on the Order), nonexclusive, nonassignable (subject to [Section 15](#) of the Agreement), 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 WARRANTY. The following is added to Section 6.1 of the Agreement:

For Licensed Products: 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.

6 INVOICING. The following is added to Section 7.1 of the Agreement:

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.

7 TERMINATION. In addition to the surviving terms and conditions in Section 10 of the Agreement, Sections 1 and 2 herein shall also survive. Additionally, the following is added to Section 10 of the Agreement:

For Licensed Products: 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.