



ANNEX FOR VERINT MARKETPLACE

The terms and conditions that follow apply to Customer's use of the Verint Marketplace ("**Marketplace 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 Marketplace Annex and the Agreement, the Marketplace Annex terms and conditions shall govern and control, but solely with respect to the products and/or services applicable to this Marketplace Annex.

This Marketplace 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.

Marketplace Consumer. A Customer who accesses the Verint Marketplace and/or procures one or more Marketplace offerings through use of the Verint Marketplace.

Marketplace Content. Collectively, all information, materials and other content made available on the Verint Marketplace, including Provider Content and Verint Content.

Marketplace Provider. A Customer who submits or posts Provider Content on the Verint Marketplace.

Marketplace Provider Agreement. A Marketplace Provider's terms and conditions applicable to its Provider Content, Provider App(s) and/or other Marketplace Provider products or services provided to a Marketplace Consumer, which may include fees charged to Marketplace Consumer by Marketplace Provider.

Provider App(s). Marketplace Provider software applications or other offering(s) advertised or otherwise made available by a Marketplace Provider on the Verint Marketplace.

Provider Content. Information and materials posted on the Verint Marketplace by a Marketplace Provider, which may include Provider App(s) and/or a link to the Marketplace Provider's website to enable a Marketplace Consumer to obtain Marketplace Provider offerings from a Marketplace Provider.

Verint Content. Verint proprietary software applications and other Verint confidential and/or proprietary materials accessed or downloaded by Marketplace Consumers from the Verint Marketplace, where such applications and materials are intended to be used in conjunction with a Verint offering.

Verint Marketplace. The online platform owned or operated by Verint as a part of its available Portal Services where Marketplace Consumers can access, and Marketplace Providers can advertise and provide access to, Marketplace Content.

2 TERMS APPLICABLE TO MARKETPLACE CONSUMERS.

2.1 VERINT MARKETPLACE AND VERINT CONTENT. By providing access to the Verint Marketplace, Marketplace Consumer is granted a nonexclusive, revocable, nontransferable, nonassignable right to **(a)** access the Verint Marketplace for its internal business purposes, and **(b)** download and use Verint Content, provided such use of Verint Content is solely in conjunction with other Verint offerings. The license set forth in (b) is contingent upon the Marketplace Consumer procuring sufficient use rights in the relevant Verint offering as would otherwise be required for the Marketplace Consumer's use, and is only valid for so long as the Marketplace Consumer continues to have a valid license or right to use the other Verint offering(s).

2.2 PROVIDER CONTENT. The availability of any Provider Content through the Verint Marketplace is not an endorsement by Verint of such Marketplace Provider or the Provider Content. Marketplace Consumer acknowledges and agrees that nothing in this Agreement or on the Verint Marketplace will be deemed to be a representation or warranty by Verint with respect to any Provider Content or any Provider App, even if identified as "certified" for use with any Verint offering. Provider Content may include links to a Marketplace Provider's website as a convenience to Marketplace Consumers interested in procuring or learning more about Provider Content or Provider Apps. Marketplace Consumer acknowledges and agrees that Verint is not responsible or liable for **(a)** the acts or omissions of a Marketplace Provider; **(b)** the accuracy, completeness, quality, integrity, legality, reliability, interoperability, or appropriateness of any Provider Content, Provider App(s) or information or other offerings contained on a Marketplace Provider's website; or **(c)** any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information contained in Provider Content, or on a Marketplace Provider's website, including any information that infringes or may infringe any Intellectual Property Right or any other right of a

third party. Marketplace Consumer is responsible for procuring sufficient use rights in the relevant Verint and Marketplace Provider's offering(s) as would otherwise be required for the Marketplace Consumer's use.

2.3 MARKETPLACE PROVIDER AGREEMENT; INDEMNITY. Marketplace Consumer acknowledges and agrees that the purchase, download and/or use of any Provider Content, Provider App or any other Marketplace Provider materials is at Marketplace Consumer's own risk and subject to the applicable Marketplace Provider Agreement governing use by Marketplace Consumer. For the avoidance of doubt, in no event shall (a) any Marketplace Provider Agreement or other agreement between Marketplace Provider and Marketplace Consumer amend, supplement or in any way supersede the terms and conditions of this Agreement with Verint, or (b) Verint be deemed a party to, or have any liability under, a Marketplace Provider Agreement or with respect to any Provider Content or Provider App. Marketplace Consumer at Marketplace Consumer's sole expense, shall defend, indemnify and hold harmless Verint and Verint Beneficiary Parties from any third party action based upon an actual or alleged claim resulting from any disputes between Marketplace Consumer and a Marketplace Provider, including with respect to any breach of a Marketplace Provider Agreement by Marketplace Consumer, Marketplace Consumer'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) incurred by Verint and Verint Beneficiary Parties pursuant to any such actions.

2.4 SUPPORT AND RESPONSIBILITIES. Verint shall provide support for Verint Content in accordance with the terms and conditions in effect with Verint for the relevant Verint offerings licensed or subscribed to by Marketplace Consumer on an Order. Marketplace Consumer acknowledges and agrees that (a) except with respect to the foregoing, Verint has no obligation to update any Verint Content, (b) Verint has no obligation to maintain or provide support for any Provider Content, (c) service level commitments set forth in this Agreement or any other agreement between Verint and Marketplace Consumer do not apply to the Verint Marketplace or any Marketplace Content, even when used in conjunction with a Verint offering, and (d) in the event any Marketplace Content requires Professional Services for the use of that Marketplace Content, Marketplace Consumer is responsible for procuring such Professional Services from Verint or a Verint authorized reseller. Verint may, without further notice to Marketplace Consumer, discontinue the listing and/or availability of any Marketplace Content at any time, and without notice.

3 TERMS APPLICABLE TO MARKETPLACE PROVIDERS.

3.1 MARKETPLACE PROVIDER CONTENT LICENSE. Marketplace Provider hereby grants to Verint a fully paid up, non-exclusive, world-wide, royalty-free license to reproduce, publicly display and use in connection with the Verint Marketplace (a) Provider Content, and (b) Marketplace Provider's trademarks, service marks, trade names, logos and symbols owned by Marketplace Provider or its licensors.

3.2 POSTING CONTENT. Marketplace Providers may submit a request through the Verint Marketplace, or through other processes as instructed by Verint, to post Provider Content on the Verint Marketplace. Marketplace Provider shall include with, or subsequent to, such submissions all information requested by Verint. Verint may, in its sole discretion, reject Marketplace Provider's request for any reason or no reason at all. Additionally, Verint may remove any Provider Content at any time for any or no reason without notice to Marketplace Provider. For the avoidance of doubt, Marketplace Provider will not be entitled to any referral fees, royalties or any other fees from Verint related to Marketplace Provider's or any Marketplace Consumer's use of the Verint Marketplace or Marketplace Content. Verint is not responsible for any obligations of confidentiality with respect to Provider Content. Marketplace Provider is responsible for all content posted under Marketplace Provider's account.

3.3 MARKETPLACE PROVIDER REPRESENTATIONS. Prior to or contemporaneous with the provision to a Marketplace Consumer of any Provider Content, any separately provided Provider App(s), or any other Marketplace Provider materials, Marketplace Provider shall ensure a Marketplace Provider Agreement is effective and binding between Marketplace Provider and the relevant Marketplace Consumer. Marketplace Provider represents and warrants that (a) it will not make any statements, warranties, or representations that purport to bind Verint to any undertaking or performance or create any liabilities on behalf of Verint, (b) the Provider Content, Provider App(s) and any other Provider products or services will not cause, result in or give rise to Verint's breach of any Marketplace Consumer contract, (c) it will only provide content whose export classification does not require a license, permit or any other government approval necessary for the exportation or importation of such content to countries, end-users and/or end-users that are not sanctioned, embargoed, denied or otherwise restricted, (d) it is solely responsible for the accuracy, completeness, quality, integrity, legality, reliability, interoperability, and appropriateness of all Provider Content and Provider Apps, and (e) the Marketplace Provider Agreement will not: (i) include any representations or warranties regarding Verint offerings, (ii) grant any rights in any Verint offerings, or (iii) impose any obligations on Verint in any way. By providing any Provider Content, Marketplace Provider represents and warrants that such information does not (x) violate any Intellectual Property Rights, or any other legal or equitable rights; (y) violate any law, rule, order, judgment or regulation to which the Marketplace Provider, the Verint Marketplace or the Provider Content may be subject, or (z) violate in any way Marketplace Provider's obligations in this Agreement.

3.4 INDEMNITY. Marketplace Provider, at Marketplace Provider's sole expense, shall defend, indemnify and hold harmless Verint Beneficiary Parties from any third party action based upon an actual or alleged claim resulting from: (i) a Marketplace Consumer's use of, or inability to use any Provider Content or Provider App, including claims of product liability or fraudulent or misleading advertising on the Verint Marketplace or otherwise, (ii) Marketplace Provider's breach of [Section 3.3](#), (iii) disputes between Marketplace Consumer and a Marketplace Provider, including with respect to any breach of a Marketplace Provider Agreement or failure to put in place a Marketplace Provider Agreement, (iv) the disruption or adverse impact on the security, integrity or operation

of a Verint offering arising from Provider Content or Provider Apps, or (v) infringement of any Intellectual Property Rights by Provider Content or Provider Apps, and with respect to (i) – (v). Marketplace Provider shall reimburse Verint and Verint Beneficiary Parties for all damages, liabilities, awards, costs, and expenses (including reasonable professional and attorneys' fees) incurred by Verint and Verint Beneficiary Parties pursuant to any such actions.

4 GENERAL TERMS APPLICABLE TO THE VERINT MARKETPLACE.

4.1 The terms and conditions in this Marketplace Annex are in addition to and supplement the terms and conditions in the Verint Connect Community Annex, and as applicable, the Mobile App Annex. Additionally, depending on a Customer's activities within the Verint Marketplace, a Customer may be acting in the capacity of both a Marketplace Consumer and Marketplace Provider, and the terms applicable to each shall apply to Customer as applicable to such activities.

4.2 EXCEPT WITH RESPECT TO SECTION 2.4, THE VERINT MARKETPLACE AND ALL MARKETPLACE CONTENT IS PROVIDED "AS IS" AND AS AVAILABLE AND VERINT MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, AND/OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE VERINT MARKETPLACE AND/OR ANY MARKETPLACE CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. VERINT IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF ANY MARKETPLACE CONSUMER OR ANY MARKETPLACE PROVIDER OR FOR ANY ADVERSE OR OTHER IMPACT OF PROVIDER CONTENT OR PROVIDER APP ON VERINT OFFERINGS. VERINT, IN ITS SOLE DISCRETION, MAY CEASE TO OPERATE THE VERINT MARKETPLACE AT ANY TIME WITHOUT NOTICE TO MARKETPLACE CONSUMERS OR MARKETPLACE PROVIDERS.

5 TERMINATION. In addition to the surviving terms and conditions in Section 10 of the Agreement, Sections 1, 2.2, 2.3, 3.3, 3.4 and 4 herein shall also survive. Upon termination of this Agreement, all Marketplace Content obtained by Customer shall be subject to the surviving terms and conditions applicable to that Marketplace Content.