



## ANNEX FOR VERINT SDK LICENSES

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

This SDK 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.

**End User.** An entity licensing or subscribing to one (1) or more Verint offering.

**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.

**Partner Agreement.** An active and valid written agreement signed between Customer and Verint that includes express terms authorizing such Customer to resell or market Verint offerings to End Users or some other form of definitive business arrangement contemplating the use of Verint Intellectual Property for the benefit of End Users.

**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.

**2.1 SDK License.** Verint grants to Customer, and Customer accepts a nonexclusive, nonassignable, and nontransferable limited license to use the SDKs made available to Customer through the Portal Services 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 be used for any purpose other than the integration of a Verint offering to a product provided by Customer or its third party licensors.

**2.2 License of Interface Application.** Subject to Customer's compliance with the terms and conditions of this Agreement and (where applicable) a Partner Agreement, Customer shall also have the limited right to license Interface Applications to End Users for the limited purpose of integrating a third party product with a Verint offering licensed or subscribed to by that End User. In the event the SDK licensed hereunder includes, as delivered by Verint, any Run-Time Software, then Verint grants to Customer and Customer accepts a nonexclusive, nonassignable, and nontransferable limited license to copy, distribute and license to End Users the use of that Run-Time Software; provided, Customer has entered into a legally binding agreement with such End User(s) with terms that, in addition to any other requirements set forth in a Partner Agreement, (1) limit use of the Run-Time Software solely to internal use by that End User and solely with respect to use in conjunction with an Interface Application and a Verint offering, (2) provide no less protection for Verint Intellectual Property than provided herein this Agreement, and (3) do not expand in any way Verint's liability hereunder this Agreement. Any such copies must include all Verint and Verint licensor copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on the delivered Run-Time Software. For the avoidance of doubt, nothing in this Agreement provides Customer with the right to provide a copy of or license the use of the SDK to any End User.

## 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.

**5 INDEMNITY.** Customer, at Customer's sole expense, shall defend, indemnify and hold harmless Verint from any third party action based upon an actual or alleged claim resulting from the creation, integration, reproduction, distribution, licensing, use, inability to use, or third-party proprietary right infringement by Customer's Interface Applications, or other products, marks, and/or services of Customer or any of its suppliers, 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.

**6 TERMINATION.** 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. Additionally, in addition to the surviving terms and conditions in Section 10 of the Agreement, Sections 1 and 3 herein shall also survive, and all Marketplace Content obtained by Customer shall be subject to the surviving terms and conditions applicable to that Marketplace Content.