

EU Standard Contractual Clauses – Modules 2 & 3 and Annexes

In accordance with Section 12 of the Verint Global Data Processing Addendum – Vendor (“DPA”), this document (i.e., “**EU Standard Contractual Clauses - Modules 2 & 3 and Annexes**”) forms integral part of the DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the DPA.

In accordance with Appendix 1 of the DPA, the parties to the DPA agree that the EU Standard Contractual Clauses, UK Addendum and EU Standard Contractual Clauses as approved by the Swiss Data Protection and UK Information Commissioner, are incorporated into the DPA where applicable and shall apply as follows:

1. In respect of Verint Data, module two (Controller to Processor) shall apply.
2. In respect of Customer Data, module three (Processor to Processor) shall apply.

In respect of each of modules two and three, the optional clauses and information shall be completed as follows:

Provision of the EU Standard Contractual Clauses	Text applicable to Restricted Transfers from within the European Economic Area and/or Brazil	Text applicable to Restricted Transfers from within the United Kingdom Restricted Transfers	Text applicable to Restricted Transfers from within Switzerland
7 Docking clause	The optional docking clause applies	The optional docking clause applies	The docking clause applies
9 Use of sub-processors	Option 2 GENERAL WRITTEN AUTHORISATION shall apply. The time period set forth in Clause 9 (a), Option 2 shall be thirty (30) days.	Option 2 GENERAL WRITTEN AUTHORISATION shall apply. The time period set forth in Clause 9 (a), Option 2 shall be thirty (30) days.	Option 2 GENERAL WRITTEN AUTHORISATION Option 2 GENERAL WRITTEN AUTHORISATION shall apply. The time period set forth in Clause 9 (a), Option 2 shall be thirty (30) days.
Clause 11 Redress	additional redress mechanism shall not apply	The additional redress mechanism shall not apply	The additional redress mechanism shall not apply
Clause 17 Governing law	The Standard Contractual Clauses to which this module relates shall be governed by the laws of the Netherlands	The Standard Contractual Clauses to which this module relates shall be governed by the laws of England and Wales	The Standard Contractual Clauses to which this module relates shall be governed by the laws of the Netherlands
Clause 18 b Choice of forum and jurisdiction	The choice of forum and jurisdiction of the Standard Contractual Clauses to which this module relates shall be the courts of the Netherlands	The choice of forum and jurisdiction of the Standard Contractual Clauses to which this module relates shall be the courts of England and Wales	Any dispute arising from the Standard Contractual Clauses shall be resolved by the courts of the Hague, Netherlands. The term "Member State" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of pursuing their

			rights at their place of habitual residence (Switzerland) in accordance with Clause 18 (c). Accordingly, data subjects with their place of habitual residence in Switzerland may also bring legal proceedings before the competent courts in Switzerland
Annex I A List of parties	Data exporter: Verint Data importer: Vendor Please refer to <u>Appendix 1</u> of the DPA for additional information on the identity and contact details of the data exporter and data importer and, where applicable, of their data protection officer and/or representative in the European Union.	Data exporter: Verint Data importer: Vendor Please refer to <u>Appendix 1</u> of the DPA for additional information on the identity and contact details of the data exporter and data importer and, where applicable, of their data protection officer and/or representative in the European Union	Data exporter: Verint Data importer: Vendor Please refer to <u>Appendix 1</u> of the DPA for additional information on the identity and contact details of the data exporter and data importer and, where applicable, of their data protection officer and/or representative in the European Union
Annex I B Description of Transfer	The instructions and description of transfer will be as set out in the DPA and the Cover Page.	The instructions and description of transfer will be as set out in the DPA	The instructions and description of transfer will be as set out in the DPA
Annex I C Competent Supervisory Authority	If the data exporter is established in an EEA country: the supervisory authority with responsibility for ensuring compliance by the data exporter with GDPR will act as competent supervisory authority; If the data exporter is not established in an EEA country, but falls within the territorial scope of application of GDPR (i.e., Article 3(2) GDPR) and has appointed a representative in the EU (i.e., Article 27(1) GDPR): the supervisory authority of the Member State in which	UK Information Commissioner or such replacement body appointed under the Data Protection Act 2018	The Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority

	<p>the representative is established will act as competent supervisory authority;</p> <p>If the data exporter is not established in an EEA country, but falls within the territorial scope of application of GDPR without however having to appoint a representative in the EU: the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under the Standard Contractual Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, will act as competent supervisory authority</p>		
Annex II TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA	As determined by Clause 5 of the DPA	As determined by Clause 5 of the DPA	As determined by Clause 5 of the DPA
Annex III List of sub-processors	As documented in the Cover Page of the DPA	As documented in the Cover Page of the DPA	As documented in the Cover Page of the DPA

3. **Text applicable to Restricted Transfers from within the United Kingdom**

In respect of United Kingdom Restricted Transfers only, the EU Standard Contractual Clauses are supplemented and amended by the UK Addendum with the Part 1 Tables to the UK Addendum completed as follows:

1. Table 1 shall be deemed completed with the information included in Section 1 above and information from the DPA;
2. In Table 2, the first option shall be selected and the relevant version of the “Approved EU SCCs”, as defined in the UK Addendum, shall be those referred to in the DPA incorporating the amendments to them set out in in the table above;
3. Table 3 shall be deemed completed as set out in Section 1 above and the table above; and
4. Table 4 shall be deemed completed such that the exporter has the right to terminate the UK Addendum.

4. **Text applicable to Restricted Transfers from within Switzerland**

In respect of Switzerland Restricted Transfers only, the Standard Contractual Clauses are further amended as follows: In addition to personal data pertaining to natural persons, the Standard Contractual Clauses shall be applicable to and protect personal data pertaining to legal persons as well, if and to the extent such personal data pertaining to legal persons is within the scope of the Swiss Federal Act on Data Protection, as amended from time to time.