

EU Standard Contractual Clauses - Module Two and Annexes

In accordance with Section 14.3 of the Verint Global Data Processing Addendum – Verint as a Customer's Processor ("DPA"), this document (i.e., "**EU Standard Contractual Clauses - Module 2 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. Module Two – Transfer Controller to Processor

Data exporter: Customer

Data importer: Verint entity which is party to the DPA

Provision of the EU Standard Contractual Clauses	Applicable text ex-European Economic Area and ex- Brazilian Restricted Transfers	Applicable text ex-united Kingdom Restricted Transfers	Applicable text ex-Switzerland Restricted Transfers
7 Docking clause	The data exporter and data importer agree that the optional docking clause applies	The data exporter and data importer agree that the optional docking clause applies	The data exporter and data importer agree that the optional docking clause applies
9 Use of sub-processors	<p>The data exporter and data importer agree that Option 2 GENERAL WRITTEN AUTHORISATION shall apply to the data importer's processing of personal data, in accordance with the list of sub-processors set out in the Data Processing Instructions.</p> <p>The list of agreed sub-processors shall apply for the duration of the Services provision by the data importer which may be updated in accordance with the written procedure agreed between the data exporter and data importer, and Clause 9 (a), Option 2, of EU Standard Contractual Clauses. The parties agree that the time period set forth in Clause 9 (a), Option 2 shall be thirty (30) days.</p>	<p>The data exporter and data importer agree that Option 2 GENERAL WRITTEN AUTHORISATION shall apply to the data importer's processing of personal data, in accordance with the list of sub-processors set out in the Data Processing Instructions.</p> <p>The list of agreed sub-processors shall apply for the duration of the Services provision by the data importer which may be updated in accordance with the written procedure agreed between the data exporter and data importer, and in accordance with Clause 9 (a), Option 2, of the Standard Contractual Clauses. The parties agree that the time period set forth in Clause 9 (a), Option 2 shall be thirty (30) days.</p>	<p>The data exporter and data importer agree that Option 2 GENERAL WRITTEN AUTHORISATION shall apply to the data importer's processing of personal data in accordance with the list of sub-processors set out in the Data Processing instructions.</p> <p>The list of agreed sub-processors shall apply for the duration of the Services provision by the data importer which may be updated in accordance with the written procedure agreed between the data exporter and data importer, and Clause 9 (a), Option 2, of the Standard Contractual Clauses. The parties agree that the time period set forth in Clause 9 (a),</p>

			Option 2 shall be thirty (30) days.
Clause 11 Redress	The data importer does not agree to submit to an independent dispute resolution body	The data importer does not agree to submit to an independent dispute resolution body	The data importer does not agree to submit to an independent dispute resolution body
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 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: Customer entity which is party to the Standard Contractual Clauses (controller) Data importer: Verint entity which is party to the Standard Contractual Clauses (processor) 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: Customer entity which is party to the Standard Contractual Clauses (controller) Data importer: Verint entity which is party to the Standard Contractual Clauses (processor) 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: Customer entity which is party to the Standard Contractual Clauses (controller) Data importer: Verint entity which is party to the Standard Contractual Clauses (processor) 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

	Data importer may be contacted here	Data importer may be contacted here	representative in the European Union Processor may be contacted here
Annex I B Description of Transfer	As set out in the Data Processing Instructions . The data exporter expressly instructs the data importer to process the personal data to enable the data importer to provide the Services contracted by the data exporter including the purposes set out in the Data Processing Instructions	As set out in the Data Processing Instructions . The data exporter expressly instructs the data importer to process the personal data to enable the data importer to provide the Services contracted by the data exporter including the purposes set out in the Data Processing Instructions	As set out in the Data Processing Instructions . The data exporter expressly instructs the data importer to process the personal data to enable the data importer to provide the Services contracted by the data exporter including the purposes set out in the Data Processing Instructions
Annex I C Competent Supervisory Authority	<p>If the data exporter is established in an EU Member State: the supervisory authority with responsibility for ensuring compliance by the data exporter with GDPR as regards the data transfer will act as competent supervisory authority;</p> <p>If the data exporter is not established in an EU Member State, 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 the representative is established will act as competent supervisory authority;</p> <p>If the data exporter is not established in an EU Member State, 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</p>	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

	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		
Annex II TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA	As set out in the data importer's Information Security Schedule	As set out in the data importer's Information Security Schedule	As set out in the data importer's Information Security Schedule
Annex III List of sub-processors	As set out in the Data Processing Instructions	As set out in the Data Processing Instructions	As set out in the Data Processing Instructions

2. **Ex-United Kingdom Restricted Transfers**

In respect of ex-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 Data Processing Instructions](#);
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 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 and importer have the right to end the UK Addendum as set out in Section 19 of Part 2 of the UK Addendum.

3. **Applicable text ex-Switzerland Restricted Transfer**

In respect of ex-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.