Verint Global Maintenance and Support Plan

Customer Engagement Solutions
December 22, 2020

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1. About Verint Global Support

Verint® Global Support aims to provide world-class support. We provide maintenance and support for Products and SaaS Services subject to Verint’s Product Life Cycle (https://community.verint.com/workforce-optimization/p/ces_product_lifecycle).* Support is provided to Customers in accordance with the terms and conditions of this Maintenance and Support Plan (“Support Plan”), and the agreement executed between Verint and its Customer. The terms of support will depend on the specific terms of Customer’s Agreement with Verint, and the level of Support subscribed to by Customer. The terms of this Support Plan are subject to change at Verint’s discretion.

This Support Plan summarizes the terms of the maintenance and support for Products and SaaS Services provided to Customers by Verint and identifies the supported Customer’s responsibilities.

Subject to the terms below, Support includes assistance with procedural questions and error messages, troubleshooting of suspected material Product defects and Errors as well as Error Corrections (code corrections), New Releases and Service Updates as set forth herein. The method of correcting material Product defects or Errors may include program corrections, a direction as to how to avoid an Error, or the implementation of an Update, or a new Version.

If, during the troubleshooting process, the source of the issue is determined to be the result of non-Verint products or Verint software configured in accordance with customer instruction, the time spent performing analysis of the issue is billable to the Customer, and the Customer must pay for such out-of-scope service at the then-current pricing. Product Version and supported platforms information is available through Verint’s web-based customer support system.

Support is provided in local language as, and when, available with English as the default language.

⚠️ End customers who are subscribed to Support through a Verint Verified Partner must follow the Support process set forth in their agreement with the Verint Verified Partner.

* You must be registered user of Verint Connect to view this information. Click here to request access.
2. Plan Summary

Below is a list of the services included in each of the Support Plan levels and described further in this document.

<table>
<thead>
<tr>
<th>Item</th>
<th>Premium Plus¹</th>
<th>Premium</th>
<th>Standard²</th>
</tr>
</thead>
<tbody>
<tr>
<td>SaaS is Premium support except for Monet, CloudCords, Retail Financial Services (RFS), Planet and Fraud and Security Solutions (FSS) which is Standard Support</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>24 x 7 product support for Severity 1 and Severity 2 incidents³⁴</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Product support for all Severity levels during Verint business hours as set forth at [<a href="https://www.verint.com/engagement/support/%E2%81%B5">https://www.verint.com/engagement/support/⁵</a>]</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Prioritized Incident Routing</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>New Version and Updates</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Software patches, HotFixes</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>24 x 7 access to the Verint web portal including access to Product documentation, patches and feature packs downloads and web ticketing⁶</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Defined incident response</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Issue investigation and diagnosis</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Targeted Initial Response Times

<table>
<thead>
<tr>
<th>Severity</th>
<th>1 hour</th>
<th>1 hour</th>
<th>2 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>1 hour</td>
<td>1 hour</td>
<td>2 hours</td>
</tr>
<tr>
<td>Severity 2</td>
<td>2 hours</td>
<td>2 hours</td>
<td>4 hours</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
</tbody>
</table>

Replacement Parts⁷

<table>
<thead>
<tr>
<th>Assignment of Support Account Manager who will provide the following during local Business Hours:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Support Incident Reviews</td>
</tr>
<tr>
<td>• Monthly Support Metric Reporting</td>
</tr>
<tr>
<td>• Regular Support Metric Reviews Meetings</td>
</tr>
<tr>
<td>• Change/release planning</td>
</tr>
<tr>
<td>• Support Liaison for incident escalations</td>
</tr>
<tr>
<td>• Point of contact for Support needs</td>
</tr>
<tr>
<td>• Review of updates on relevant support topics</td>
</tr>
<tr>
<td>• Attend one site visit per year</td>
</tr>
</tbody>
</table>

¹ Available in select markets. Not currently available in the APAC or EMEA regions or for products including Community, NextIT/ALME, Nexxphase, Contact Solutions, SmartCare, Monet and Verba. ASPs must subscribe to Premium Plus Support where available.
² CloudCords severity 1 cases will be responded to 24 x 7.
³ Experience Management (XM), Work Manager (EG), KM Pro (Transversal) can only obtain after hours support on Severity 1 issues.
⁴ Outside of business hours as described at [https://www.verint.com/engagement/support/⁵] severity 1 and severity 2 issues need to call into the Verint Support team.
⁵ Excluding Verint observed holidays as defined at [http://www.verint.com/verint-holiday-schedules/]
⁶ Excluding Foresee and Next IT (contact support for product update assistance).
⁷ Solely for Hardware provided by Verint to Customer under the Agreement subject to the Hardware Exhibit.

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### 3. Severity Level Definitions

<table>
<thead>
<tr>
<th>Incident Severity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>An issue where critical functionality is severely impacted, and business operations cannot continue without a fix or workaround; the situation is an emergency.</td>
</tr>
<tr>
<td>Severity 2</td>
<td>An issue where major functionality is significantly impacted but business operations can continue in a restricted manner.</td>
</tr>
<tr>
<td>Severity 3</td>
<td>An issue having minor impact to business operations or a general inquiry.</td>
</tr>
</tbody>
</table>

### 4. Contacting Verint Support

Customers with an active maintenance contract can obtain Support by opening a case using the contact information located at [https://www.verint.com/engagement/support/](https://www.verint.com/engagement/support/).

### 5. Fault Replication

As a part of the troubleshooting process, Verint Global Support may ask you to replicate and document the issue. Verint will also attempt to replicate the issue. While Verint will use every reasonable means to troubleshoot an issue, if the issue can’t be replicated, additional logging if available may be enabled so that in the event the issue recurs sufficient information might exist to progress the issue diagnosis. In these cases, the Support incident may be closed and re-opened when, and if, the issue recurs, and the logging is available to investigate further.

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9 Scheduled via a Verint Professional Services Director (or their designate) [the “PSD”] is the point of contact for Customer to schedule these services at no additional cost to Customer. Note: These services must be consumed at one time during the applicable Support term and any services that remain unused during a Support term are forfeited and do not carry over into the following Support term.

10 Cannot be used as a credit to an existing project.

11 Available for select products only.

12 “Credit” is one (1) day of training for one (1) person where Verint University or other training is available for applicable products.
6. Customer Feedback and Suggestions

Customer agrees that any feedback, enhancements, functionality requests and other comments provided to Verint are provided freely, and Verint shall be free to (or not to) use, disclose, reproduce, license or otherwise distribute, and exploit those comments as Verint sees fit, and entirely without obligation or restriction of any kind.

7. Workforce Optimization (WFO) Hybrid Deployments

For customers who have a hybrid deployment where part of their Workforce Optimization solution is in the Verint Cloud and the other part is Customer Hosted, then the respective support terms will prevail for each. In particular, the cloud components will be supported as described in this Cloud Support section and the Customer Hosted components as described in the Customer Hosted support section of this document with the exception that Verint is responsible for applying Verint Updates including Software Patches, Hot Fixes and Service Updates for the Customer Hosted portion of the deployment. Customer remains responsible for on-premise hardware and maintenance of operating system and other third-party software on the systems.

8. Support Plan Consistency

Customer must subscribe to the same level of Support for all licenses of any and all Products and SaaS Services that are utilized in conjunction therewith or on which a dependency exists as and if available.

9. Definitions

All definitions shall be as defined herein and if not so defined shall be as defined in Customer’s Agreement with Verint for the license and/or purchase of Product.

“Agreement” means a fully executed agreement with terms and conditions governing the license and/or purchase of Product, and the provision of support services by Verint.

“ASP” or “Application Service Provider” means a Verint Verified Partner who operates and maintains a cloud environment in which the Verint Software is implemented and to which they allow their end customers access to and use of the Verint Software subject to the terms and conditions in their ASP Agreement with Verint.

“Customer” means an entity with an Agreement executed between it and Verint, where that entity is (i) a direct customer of Verint, (II) an ASP, or (iii) a Verint Verified Partner.

“Customer Environment” means the computing environment (excluding any software and/or hardware expressly provided by Verint under the Agreement) separately procured, prepared and maintained by Customer for the use and operation of the Product, which meets Verint’s then-current minimum Product requirements.

“Customer Hosted” means the Verint Software is installed in Customer’s Environment on Customer’s locations and maintained by Customer in accordance with the applicable Agreement and this Support Plan.

“Designated Employees” means with regards to Customers, a reasonable number of Customer Personnel (including Customer’s system administrator) who have received training from Verint on the applicable Product. Designated Employees may be changed by notice to Verint.

“Documentation” means Verint’s documentation delivered with the Software and/or Hardware or made accessible at the time the Verint Cloud is made available, and which documentation describes the
specifications and use of the Software and/or Hardware or the SaaS Services in the Customer Environment, all as updated from time to time.

“Error” means a failure of the Software and/or Hardware or SaaS Services to substantially conform to the Documentation that Verint can replicate or Customer can duplicate.

“Error Correction” means revisions, modifications, alterations, and additions to the Software installed On-Premise in Customer’s Hosted environment or SaaS Services installed in the Verint Cloud, provided by Verint or a Verint Verified Partner to Customer as bug fixes or workarounds to resolve Errors.

“Hardware” means computer and related equipment provided by Verint to Customer under the Agreement and this Support Plan. The term “Hardware” shall not include any hardware that is required as part of the Customer Environment and not provided by Verint as specified on an order with Verint.

“Product” means collectively, the Hardware, Software and related Documentation provided by Verint to Customer under the Agreement.

“SaaS Services” means the online services offered by Verint as more fully described in the Documentation, and all SaaS access rights, each as specified on an order.

“SDK” means the Verint “Software Development Kit” which may be licensed by Customer to enable Customer to write application specific interfaces to licensed Verint Products.

“Software” means the 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 under the Agreement and all permissible copies thereof.

“Support Plan” means the terms and conditions contained in this document.

“Support Term” means the term identified on the applicable Order for the Products listed therein and each 12-month renewal term thereafter.

“Updates” means periodic improvements or additions to the Software or SaaS Services, including Error Corrections, Versions and other changes to the Software or SaaS Services, that may be provided hereunder, if so specified for the Support Plan level subscribed to by Customer, but excluding any new Software feature or substantial additional functionality for the Software or SaaS Services which, in Verint’s sole discretion, is subject to additional fees.

“Verint” means the specific Verint entity that has executed an Agreement with Customer.

“Verint Cloud” means the hardware and Software installed in the Verint cloud environment and maintained by Verint as set forth in the Verint Cloud Exhibit.

“VCS” means Verint Cloud Services.

“Verint Verified Partner” means an organization that has been confirmed by Verint to have completed the Verint required training accreditations and as having met all other Verint partner program criteria.

“Version” means the Software configuration identified by a numeric representation, whether left or right of the decimal place.
10. Verint Cloud Support

This section details the support for Verint Cloud customers and outlines Verint and Customer responsibilities, requirements for opening a case, exclusions to Support, Additional for a fee services and Remote diagnostic tools. Customers with Customer Hosted solutions should skip to the Customer Hosted section of this document.

Verint will bear responsibility, at its own cost and expense, for the procurement, preparation, hosting, operation and maintenance of the Hosted Environment, including all facilities, hardware, software, telecommunication services, and all other technical requirements necessary to provide access to and use of the SaaS Services; provided Customer will be responsible for procuring and/or operating the Customer Environment, including computer systems, software and telecommunications services meeting such minimum technical requirements and, unless otherwise specified on an Order, for the installation and configuration of the Customer Hosted components in that Customer Environment, each as Verint may specify in the Documentation.

10.1 Verint Responsibilities

The following terms define Verint’s roles and responsibilities.

- Assistance with the interpretation of Software Documentation and Clarification of Software Use. Verint Global Support will provide Customers with assistance in interpreting Verint Documentation as needed.

- Isolation of a Suspected Error. If a Customer suspects the Verint Software is not operating as the Documentation indicates and opens an incident, Verint Global Support will work with the Customer to diagnose the suspected Error provided the Error can be replicated.

10.2 Customer Responsibilities

The following is required to enable Verint to perform Verint’s obligations under this Support Plan. Should Customer fail to provide the required information and/or perform Customer’s obligations described in this Support Plan Verint may discontinue providing Support services for the incident involved.

- Designate resources (Designated Employees) as the Customer contacts who are appropriately qualified, English speaking, and who have successfully passed Product training provided by Verint or its authorized third party, on Product operation, administration, and system maintenance. This Customer contact will serve as the primary point of contact with Verint, or its authorized third party, for all support activities performed hereunder and work internally to oversee governance of solution across the Customer enterprise.

- Designated Employees must have the authority to connect Verint support personnel remotely to user desktops as required to troubleshoot reported issues.

- Promptly inform Verint Global Support when a change in your Designated Employees occurs.

- Use Verint supplied self-help tools if available prior to opening a support incident

- Assist Verint with Incident management, including:
  - Initial investigation and issue symptom clarification
  - Testing of issue once a workaround or correction is implemented by Verint

- Provide Verint remote access if needed to diagnose user desktop issue. Response time targets assume Customer’s timely provision of remote access.

- Permit only trained personnel to administer the Verint Products.

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13 Support is provided in local language as, and when, available with English being the default.
10.3 Requirements for Opening a Case
Only trained, Designated Employees may open a case with Verint Support. To open a case Customer must provide the following information:

- Customer name, contact name, phone number, cell/pager number and email address. This information will be auto-populated in the web incident based on customer login where web-ticketing is available.
- Detailed description of the problem including description of events leading up to the problem
- Number of users impacted
- When the problem began (date and time)
- Where in the application the symptom(s) present themselves
- Whether the issue can be reproduced on demand
- Description of any attempts that have been made to reproduce the issue. Provide documentation and data, if applicable, along with the exact steps taken to reproduce.
- Screenshot of error, or if screenshot unavailable, detail of exact error message displayed.

Cases can be opened by contacting Verint Support using the contact information located at (https://www.verint.com/engagement/support/).

10.4 Exclusions to Support
Verint Global Support will use commercially reasonable efforts to provide technical solutions for all Errors provided the Product is in good working order as of the start of the then-current Support term and has been, and continues to be, maintained by Customer in accordance with the Documentation. This Support Plan does not cover:

- Setting up, revising or creating new application configurations that are not Verint standard configurations including but not limited to:
  - Assistance with creating non-Verint standard scoring of a form
  - Campaigns
  - KPIs
  - Custom triggers
- Use of SDK to create interface applications and support of such Customer created interfaces
- Configuration of, and any issues related to, non-standard ad-hoc reports created by Customer in which the Product is functioning as per configuration, but the ad-hoc report is not producing the desired metrics. Customer may purchase professional services from Verint for assistance and/or advice in the configuration of ad-hoc reports as needed.
- Assisting Customer with database queries
- Professional services (e.g., integrations, non-standard reports)

If after investigation, Verint Global Support determines that the issue and/or Error is attributable to one or more of the above, Verint reserves the right to invoice Customer for the total amount of time spent by Verint addressing such issue and/or Error at Verint’s then-current time and materials rates.

10.5 Additional “For a Fee” Services
In addition to the exclusions set forth above, the following items are also considered outside the scope of Verint maintenance and support and may be purchased by Customer from Verint via an order for services. This is not an all-inclusive list.
• Consulting on technical configuration, “optimization services” or set up of advanced features (e.g. SNMP set up and email configuration, disaster recovery/fail-over configuration and testing, non-Verint standard tags/triggers, etc.)
• Solution audits, health checks and solution validation
• “Out of hours” standby assistance for a Customer-planned event
• Requests for scripting and reports
• Data cleanup, merging, or recovery efforts
• Phonetic boosting for Verint Speech Analytics™ Software
• Onsite support assistance

10.6 Remote Diagnostic Tools
Verint may require remote access to diagnose reported user issues. Verint Global Support utilizes industry standard tools such as WebEx to provide collaboration for application sharing and problem diagnosis. If remote access is not authorized, time to resolution may be impacted, and additional charges may apply.
11. Customer Hosted Support

This section details the support for Verint customers with Customer Hosted solutions and outlines Verint and Customer responsibilities, requirements for opening a case, exclusions to Support, Additional for a fee services and Remote diagnostic tools.

Support is provided for Software issues that are demonstrable in the currently supported Versions of a Verint licensed program and running unaltered in a computing environment that meets Verint’s minimum specifications including, but not limited to, on a certified hardware, database and operating system configuration.

In order to receive Support, Products (inclusive of all Versions and Updates) must be properly installed and configured by Verint or a Verint Verified Partner in order to receive support.

11.1 Verint Responsibilities

The following terms define Verint’s roles and responsibilities.

- **Assistance with Error messages** — Verint Global Support staff are available to help Customers interpret job logs and/or Error messages.
- **Assistance with the interpretation of Software Documentation** — Verint Global Support can provide Customers with assistance in interpreting Verint Product Documentation.
- **Clarification of Software Use** — Difficulties may be encountered if Verint Software is used in a manner contrary to the Documentation. In these instances, Verint Global Support may clarify the Verint documented use and may advise alternative options that comply with the Documentation. When training is required, Support personnel may refer Customers to the Verint Professional Services team to purchase and schedule training and/or consulting. Verint Global Support does not deliver training or consulting as part of these Support services.
- **Isolation of a suspected Error** — If a Customer suspects the Verint Software is not operating as the Documentation indicates and opens an incident, Verint Global Support will work with the Customer to diagnose the suspected Error provided the Error can be replicated.
- **Troubleshooting of issues through remote diagnosis** — When Support personnel are assigned to an incident, all commercially reasonable attempts are made to resolve the incident in a timely manner. Sometimes this includes remote diagnosis to troubleshoot the suspected issue.

11.2 Customer Responsibilities

Customer’s responsibilities as set forth in this Support Plan must be fulfilled in order Verint to perform Verint’s obligations hereunder. Should Customer fail to provide the required information and/or perform Customer’s obligations described in this Support Plan Verint may discontinue providing Support services for the incident involved.

- **Designate resources (Designated Employees) as the Customer contact who are appropriately qualified, English speaking, and who has successfully passed Product training provided by Verint or its authorized third party, on Product operation, administration, and system maintenance.** This Customer contact will serve as the primary point of contact with Verint, or its authorized third party, for all support activities performed hereunder and work internally to oversee governance of solution across the Customer enterprise.
- **Designated Employees must have the authority to connect Verint support personnel remotely to user desktops and applicable servers.**
- **Promptly inform Verint Global Support when a change in your Designated Employees occurs.**

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14 Support is provided in local language as, and when, available.

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• Use Verint supplied self-help tools on the Verint Support portal prior to opening a support incident
• Perform proactive monitoring of solution; evaluate and act on system alarms as needed
• Complete routine tasks as specified in Verint Documentation
• License, install and maintain antivirus software. Ensure antivirus software is compatible with the Microsoft operating system and is configured according to Verint configuration specifications.
• Shut down and restart systems in a controlled manner and perform subsequent testing to ensure all is in working order.
• Perform daily checks on all system components including the use of proactive monitoring tools and loggers
• Validate and maintain system configuration records (pre and post change), including moves and other changes
• Perform full system backups of data and configuration
• Installation of Software patches, Hot Fixes and Service Updates
• Create and maintain necessary backup and recovery processes for the Verint Products
• Create and maintain necessary backup copies including the log files of the Verint Software
• Install third party updates in accordance with Verint’s recommendations, certification document, and/or change management
• Maintain accurate records of all support activity during the incident lifecycle and monitor trends
• In the event Customer engages a third party to assist in the maintenance and/or running of Customer’s Environment (subject to the Customer’s Agreement), ensure such third party is Verint trained.
• Assist Verint with Incident management, including:
  o Initial investigation
  o Data collection (database files, log files, crash dumps, error messages, trace files, screen shots, etc.)
  o Troubleshooting
  o Restoration of service by implementing a known work around
  o Restarting services as required to maintain availability
  o Involvement with resolving incidents or problem root cause analysis
• Provide Verint remote access. Response time targets assume Customer’s timely provision of remote access.
• Ensure availability (on-site if necessary) of expert personnel (including any necessary third-party experts and regardless the time zone where the expert resides) to work with Verint through incident resolution during the Support hours defined by your level of Support plan.

For customers who have “hybrid” WFO deployments where part of the solution is customer-hosted and part is in the Verint cloud, Verint will assume the responsibility for installing Verint Software patches, Hot Fixes and Service Updates on the customer-hosted components in consultation and coordination with the Customer. Customer is responsible for on-premise hardware and maintenance of operating system and other third-party software on the customer-hosted systems.
• Establish and maintain a non-production Verint Product test environment that is managed and maintained to a similar standard as Customer’s production environment (e.g., same version levels for Product and third-party software). Due to the potentially unlimited combinations of environments in which Customers may be operating, Verint is not able to emulate each Customer’s environment when attempting to replicate a reported Error. Therefore, the initial tests to determine if an Error exists within a Customer Environment must be performed by the Customer prior to reporting the Error to Verint.

• Permit only trained personnel to use and administer the Verint Products.

• Permit only trained Verint or Verint Verified Partner individuals to install, upgrade, configure or troubleshoot the system.

• Maintain sufficient computing system resources to support Customer’s usage volumes and use any and all necessary system management tools to monitor and manage the Verint Products.

• Secure Verint agreement to billable assistance at least 14 days prior to Customer undertaking any planned changes in the computing environment and create all appropriate testing and reversion plans.

• Notify Verint of all site changes or license moves.

• Customer is responsible for:
  
  o All data resulting from or relating to the use of any Products, including, without limitation, all data inputs, data outputs and the quality, accuracy, and integrity of any data.

  o Preservation, maintenance, storage, and backup of all of the Customer’s Verint databases consistent with accepted database administration standards.

  o Backup of Customer data prior to providing Verint access to the Customer Environment.

Verint is not responsible for remediating any lost or corrupt data resulting from an Error in the Products or the provision of Support under this Support Plan. Additionally, Customer understands that Verint is not responsible for any data replication, manipulation, merging, or recovery efforts under this Support Plan.

### 11.3 Requirements for Opening a Case

Only trained, Designated Employees may open a case with Verint Support. To open a case, Customer must provide the following information:

• Customer name, contact name, phone number, cell/pager number and email address. This information will be auto-populated in the web incident based on customer login.

• Site location impacted

• Product name, Product version and information on all systems within the environment

• System connection details

• Detailed description of the problem including description of events leading up to the problem

• Number of users impacted

• When the problem began (date and time)

• Steps taken to troubleshoot and remedy the issue

• Where in the application the symptom(s) present themselves

• Whether the issue can be reproduced on demand with a non-modified version of the Software
• Description of any attempts that have been made to reproduce the issue. Provide documentation and data, if applicable, along with the exact steps taken to reproduce.
• Screenshot of error, or if screenshot unavailable, detail of exact error message displayed
• Summary of any and all configuration and/or process changes made to the Product and/or Customer Environment recently

Cases can be opened by contacting Verint Support using the contact information located at [https://www.verint.com/engagement/support/](https://www.verint.com/engagement/support/).

11.4 Exclusions to Support

Verint Global Support will use commercially reasonable efforts to provide technical solutions for all Errors, provided the Product is in good working order as of the start of the then-current Support term and has been, and continues to be, maintained by Customer in accordance with the Documentation. This Support Plan does not cover support for Errors in any Product where that Error is a result of:

• Customer’s failure to: (i) correctly install Updates or other modifications to the Product provided by Verint, (ii) prepare a computing environment that meets the specified Customer Environment prior to Product installation or to maintain such Customer Environment and Product thereafter, (iii) grant access and security authorization, iv) stay current on Verint recommended patches and software levels, or (v) provide necessary communications mechanisms.
• Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Product; or problems to or caused by products or services not provided by Verint. This includes:
  o Customer installing and/or updating:
    ▪ “Anti-Virus” software
    ▪ “Microsoft operating system software service packs and updates”
    ▪ Other third-party products
  o Issues relating to Customer Environment, such as network, telephony, or desktops.
• Reinstallation of software due to equipment failure or reason other than due to Error in Software
• Installation, upgrade and/or configuration of Software by any party other than Verint or a Verint Verified Partner trained resource shall automatically relieve Verint’s obligations under this Support Plan.
• Product modification, amendment, revision, or change by any party other than Verint or Verint’s authorized representatives
• Issues resulting from Moves, Adds, Changes including, but not limited to:
  o Reconfiguration of any Products related to moves, adds or changes as Customer changes the Customer Environment or to third-party products
  o Database disaster recovery (“DR”) including inquiries into DR planning and issue resolution following DR testing
  o Moving servers
  o Upgrading/Changing phone systems
  o System changes impacting application authentication including, but not limited to, issues from:
    ▪ Customer domain controller changes and decommissioning
    ▪ Customer owned system account password changes
    ▪ Other network appliances such as load balancers
• Setting up, revising or creating new application configurations or installing software including, but not limited to:
  o Assistance with configuring unique scoring of a form
  o Campaigns
  o KPIs
  o Triggers that are not Verint standard triggers
• Use of SDK to create interface applications and support of such Customer created interfaces
• Issues related to electrical failure, internet connection problems, any issue related to data including but not limited to: data input, output, integrity, storage or back-up and any and all other external and/or infrastructure problems, which shall be deemed under Customer’s exclusive control, and Customer’s sole responsibility
• Virus remediation
• Configuration of, and any issues related to, non-standard ad-hoc reports created by Customer in which the Product is functioning as per configuration, but the ad-hoc report is not producing the desired metrics. Customer may purchase professional services from Verint for assistance and/or advice in the configuration of ad-hoc reports as needed.
• Assisting Customer with database queries
• Support of Migrations or other Customer changes
• Updates to non-Standard Software integrations
• Customer server certification activities / Security certificates (SSL certificate updates)
• Professional services and the output thereof

If after investigation, Verint Global Support determines that the issue and/or Error is attributable to one or more of the above, Verint reserves the right to invoice Customer for the total amount of time spent by Verint addressing such issue and/or Error at Verint’s then-current time and materials rates.

11.5 Additional “For a Fee” Services
In addition to the exclusions set forth above, the following items are also considered outside the scope of Verint maintenance and support and may be purchased by Customer from Verint via an order for services. This is not an all-inclusive list.
• Updates to the Software integrations
• Reinstallation of the Software
• Installation of any Verint Software patches. Updates, Versions or any product upgrades
• Reconfiguration of any Products related to moves, adds or changes such as Customer changes to the Customer Environment or to third-party products
• Support of Customer server certification activities / Security certificates (SSL certificate updates)
• Consulting on technical configuration, “optimization services” or set up of advanced features (e.g. SNMP set up and email configuration, disaster recovery/fail-over configuration and testing, Desktop Process Analytics tags/triggers, etc.)
• Solution audits, health checks and solution validation
• Solution design modifications (hardware/software relocations, hardware component modifications, or services related to problems resulting from solution design modifications not performed by Verint or an authorized Verint partner)
• IP address changes
• Decommissioning of sites
• “Out of hours” standby assistance for a Customer-planned event
• Requests for scripting and reports
• Data cleanup, merging, or recovery efforts
• Phonetic boosting for Verint Speech Analytics Software
• Onsite support assistance
• Application Consulting

11.6 Remote Diagnostic Tools
Verint requires remote access to diagnose reported issues. Verint Global Support utilizes industry standard tools such as WebEx to provide collaboration for application sharing and problem diagnosis. If remote access is not authorized, time to resolution may be impacted, and additional charges may apply. If Verint determines Verint must travel to the Customer site to perform Verint’s duties hereunder, Customer is required to provide Verint with reasonable access to the applicable physical site as well as to the data relating to the operation of the Product at that site and an adequate working space and facilities. Related travel expenses are not included within this plan and are billable to Customer.

11.7 Support Terms and Fees
Except as expressly stated otherwise in the Agreement between Customer and Verint or in an applicable Order the following terms apply, without limitation:

11.7.1 Support Terms
• Are non-cancellable and non-refundable;
• Are auto-renewing unless one party provides the other written notice of non-renewal at least 60 days prior to the expiration of the then-current Support Term. Failure to provide required notice means Support renewal occurs and payment by Customer of the Support fee is due to Verint;
• Verint will not provide the Support services set forth in this document (e.g. Updates, Error Corrections, patches, fixes, telephone assistance, etc.) if Support is not renewed or if it is terminated. Additionally, if the Support Term lapses or Customer has failed to pay Verint for the Support Term, Verint is not obligated to provide the Support services described in this document and will withhold performance of Support until the applicable Support Fee is paid to Verint. Software licensed for trial use or demonstration purposes may not be used to update any unsupported Software.

11.7.2 Reactivation of Lapsed Support
• Customer may reactivate Support for Product for which Support has lapsed, (e.g. non-renewed or terminated) subject to Verint’s then-current reinstatement policy which includes, but is not limited to:
  o Payment of all Support fees that would have been paid if Support had not lapsed; and
  o Reactivation fee.
  o Support Term Fees:
• Due annually in advance of commencement of each Support Term.
• Invoicing for renewals requires receipt of purchase order/other documentation. Invoices are sent to applicable billing address.
• Failure to submit the required purchase order and/or documentation and to make payment of the billed Support fee prior to the expiration of the then-current Support term will result in suspension in provision of Support.
11.7.3 Support Plan Consistency

- Customer must subscribe to the same level of Support (e.g. Standard or Premium) for all licenses for all Products that are utilized in conjunction with each other or on which a dependency exists.

11.8 Hardware Support

This section applies solely for Hardware provided by Verint to Customer under the agreement.

11.8.1 Return Authorization

For Customers with Hardware covered by this Support Plan, Verint shall provide replacement parts to Customer on an as-needed basis to correct Errors associated with that Hardware. Replacement parts may be new or refurbished. Verint will test each replacement part and will configure any replacement parts in accordance with Customer’s instructions and specific configuration requirements. The provision of replacement parts by Verint does not include any additional hardware that may be required by Customer as a result of changes in their Customer Environment or changes in Customer’s use of the Product.

Any defective part, component or item of Hardware, whether or not as an update, shall become the property of Verint. Similarly, any part sent to Customer that is not ultimately used to correct an Error is the property of Verint. It is the responsibility of Customer to return all defective and unused part(s) to Verint, and the risk of loss for such parts remains with Customer until Verint’s actual receipt of those parts. Verint will generate an invoice to Customer in the event any parts subject of this Section are not returned within seven (7) business days.

Customer shall provide customs clearance in the country where Support is provided. Shipment of any parts must conform to Verint’s Repair Material Authorization (“RMA”) procedures.

Verint does not guarantee the timeframe for replacement hardware to arrive at a Customer site. Delivery is dependent on a variety of reasons including, but not limited to, customs inspection, equipment availability, resource availability, etc.

Upon identifying a faulty component covered by this Support Plan, Customer should open a trouble incident using the service call procedure outlined above and obtain an RMA number from the regional Verint Support Center. RMA shipments to Verint must be shipped CIP (Cost and Insurance Paid), or equivalent, as per Incoterms 2000. RMA shipments from Verint to Customer will be shipped as DDU (Delivery Duty Unpaid), or equivalent, under Incoterms 2000. The RMA number should be clearly marked on the returned item, as well as the package and shipping documents. Each RMA shipment to Verint should contain a clear “ship to” return address for the return shipment to Customer.

11.8.2 Advance Return Material Authorization (RMA)

Advance RMA of critical parts is available in certain circumstances. For the Advance RMA process, Verint will ship replacement parts to Customer in advance of receiving the Customer’s defective part. Customer must return the defective part for receipt by Verint within seven (7) days of shipment of the replacement part. All defective parts returned to Verint must be shipped CIP. In the event Verint does not receive the defective part back from Customer within 30 days of shipment of the replacement part, Verint shall invoice Customer for the full list price of that part, and Customer agrees to pay that invoice in accordance with the Agreement payment terms.

Verint. Powering Actionable Intelligence.®

Verint® is a global leader in Actionable Intelligence® solutions with a focus on customer engagement optimization and cyber intelligence. Today, more than 10,000 organizations in over 180 countries—including over 85 percent of the Fortune 100—count on Verint solutions to make more informed, effective, and timely decisions.