

Verint: In these Event Terms, Verint means Verint Systems UK Limited (2nd Floor, The Forge, 43 Church Street, Woking, GU21 6HT, United Kingdom) for itself and behalf of its affiliates connected to the organization of the Verint

By registering for the Verint event advertised or offered in relation to this registration ("Verint Event"), you agree that these term and conditions ("Event Terms") apply to your and, where applicable, any of your invitees, attendees and agents ("Guests") registration and participation in the Verint Event. Additionally, if the individual completing the Verint Event registration is registering on behalf of, or for the benefit of any Guests, then the acceptance of these Event Terms by such individual constitutes (i) a representation to Verint by such individual that they are authorised by all Guests to accept these Event Terms for and on behalf of those Guests and (ii) consent for the processing of such Guests' personal data and where relevant, Image, as further specified in these Event Terms.

The individual completing this Verint Event registration further represents that they are authorized to accept these Event Terms for and on behalf of the organization which employs the Guests or which the Guests represent at the Verint Event ("Company").

The purpose of Verint Events is solely to facilitate knowledge exchange between the attendees, and Guest attendance is optional. In connection with Verint Events, Verint has not, nor shall it, offer, promise, authorize, or give, anything of value, to any person, including Guests in order to obtain, retain, or secure an improper business advantage.

Guests must be at least 18 (eighteen) years old in order to register, attend and participate in a Verint Event. All references to "you" and "your" in these Event Terms shall mean for all purposes, the Company and its Guests and all references to "personal data" shall mean for all purposes personal data collected and processed about Guests as defined by applicable law. If you do not agree to these Event Terms, do not register for, participate in or attend the Verint Event. Once registered, you will receive a confirmation email which may include your allocated confirmation number or other identification information required for you to access an account set up to administer your attendance at the Verint Event ("Access Credentials"). PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ACCESS CREDENTIALS ONCE ISSUED AND YOU SHOULD USE YOUR ALLOCATED CONFIRMATION NUMBER WHEN COMMUNICATING WITH VERINT.

### REGISTRATION PROCESS AND PERSONAL DATA PROCESSING CONSENT

Any personal data captured by Verint will be subject to the Verint Privacy Notice and any additional data processing terms set out in these Event Terms.

You consent that any personal data provided as part of the Verint Event registration process, including but not limited to, Guest contact information and other personal data about a Guest may be (a) used by and on behalf of Verint (and its affiliates) to communicate the location, timetable and other arrangements related to the Verint Event to Guests in order to administer the Verint Event, (b) provided to one or more third-party Verint Event providers or sponsors identified on the Verint Event registration for the purposes of enrolling you in Verint Event presentations or other activities which you may have expressed a preference to attend during registration (c) where applicable to the Verint Event, making hotel bookings, travel, dietary or other arrangements in respect of Verint Event in which case such third-party providers may be an independent data controller under relevant law and Verint advises you review the applicable terms and conditions, privacy and/or cookie notice made available on the relevant third-party corporate website or booking form which will apply in addition to these Event Terms, (d) provided to such other of Verint's service providers who have entered into a written agreement to assist Verint process your personal data solely in connection with the delivery of the Verint Event or (e) provided to our appointed payment processing provider if there is an element of the Verint Event which is paid for in advance.

Personal data transmitted by you through the Verint Event online registration platform or any other Verint Event platform may be processed in countries or jurisdictions outside of where you reside, including but not limited to storage and processing of such personal data in the United States, United Kingdom and Europe, and by registering for the Verint Event, you hereby consent to such processing and storage by Verint and its third party event providers.

Where Verint has partnered with sponsors for an event, Verint will share your details so that you may attend sponsor breakout sessions and presentations where you have expressed an interest in relevant subject matter areas and you consent to Verint sharing your registration and your chosen Verint Event preferences with that sponsor and the use of your personal data to be contacted by that sponsor regarding the sponsor's products and services and their participation at the Verint Event. Additionally, by visiting a sponsor booth or break-out session at the Verint Event or providing your contact information to a sponsor or other attendee during the Verint Event, you consent to the use of your personal data to be contacted by that sponsor or other attendee for the purposes made known to you by that sponsor or other attendee either at the Verint Event or in subsequent communications by the sponsor or other attendee. Such direct communications shall be outside the control of Verint and shall be subject to that sponsor's or attendee's organization's privacy notice. Where you are registering for the Verint Event due to a referral or a relationship which you and/or your organization may have with a Verint partner, Verint may share your registration and your chosen Verint Event preferences with that partner and subsequent communications by the partner shall be subject to that organisation's privacy notice.



# ALTERATION, POSTPONEMENT OR CANCELLATION BY VERINT OF VERINT EVENT

Verint will strive to adhere to the advertised Verint Event program, but reserves the right to alter the agenda or program at any time if deemed necessary by Verint, for example due to government guidance, or in the best interests of delivering the Verint Event.

If the Verint Event is postponed or updated from in-person to virtual for any reason, including circumstances beyond the reasonable control of Verint, your registration under these Event Terms will be immediately transferred to the rescheduled Verint Event and Verint will send you an updated confirmation with the updated details to the email provided when registering for the Verint Event. Verint is not responsible for any loss or damage as a result of any alteration, postponement or cancellation of the Verint Event and shall assume no liability whatsoever for such, including but not limited to, if this is due to force majeure, unforeseen occurrence or any other cause that renders performance of the Verint Event impracticable or impossible. Force majeure shall include, but not be limited to; act of god, war, fire, pandemic, government recommendations and guidance, travel restrictions, labour strike, cancellation by the venue, extreme weather or other emergency or circumstance beyond the control of the Verint. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT VERINT CANCELS THE VERINT EVENT OUTRIGHT IN CIRCUMSTANCES OTHER THAN WHEN AN EVENT OF FORCE MAJEURE APPLIES AND CONVERTS THE VERINT EVENT FROM AN IN-PERSON EVENT TO A VIRTUAL FORUM, YOU WILL BE ISSUED A FULL REFUND OF THE ACCOMODATION CHARGES PAID BY YOU TO VERINT OR ITS ACCOMODATION PROVIDER WHEN BOOKED AT THE RATES AVAILABLE TO VERINT FOR THE VERINT EVENT.

# **PANDEMIC PROTOCOLS**

As further addressed in the <u>COVID-19 Waiver; Assumption of Risk</u> section below, you acknowledge and agree that you and your Guests will comply with any pandemic including COVID-related safety protocols and requirements ("Pandemic Protocols") applicable to the Verint Event and made available to you prior to the Verint Event. Individuals will not be able to enter the Event unless they comply with such Pandemic Protocols. Pandemic Protocols will be determined by Verint in advance of the Event and made known to you via email or another method prior to the Verint Event.

# TRAVEL ARRANGEMENTS AND EXPENSES

Unless otherwise expressly set forth during the Event registration process, all travel arrangements and expenses are your sole responsibility, including but not limited to booking, cancelling and making changes to your hotel and other travel reservations in the event Verint cancels or reschedules the Verint Event or if you cancel or transfer your registration. As a convenience, Verint may provide links to third-party sites for you to book hotel and other travel arrangements. Please remember that cancelling your Verint Event registration with Verint does not cancel your hotel and other travel arrangements made with any third party. Such arrangements are subject to the cancellation policy applicable to your reservation with such third-party, which is separate from the Verint Event cancellation policy in these Event Terms. Verint has no control over such third-party sites and resources and you acknowledge and agree that Verint is not responsible or liable for any content, advertising, pricing, products, conformity, room preferences or other availability, arrangements (e.g. hotel, travel arrangements, etc.) or other information on or available through such sites or resources or for any cancelation fees or other loss or damages caused by using or relying on any such sites. Each such third-party platform provider may be an independent data controller and you may be required by the third-party provider to accept their terms and conditions, privacy and cookie policy (which are separate from Verint's privacy policy and Event Terms) in addition to these Event Terms. Verint advises that you to read any such terms carefully prior to completing such registration.

# THIRD PARTY PLATFORMS AND THIRD PARTY LINKS

Verint may use one or more third party event providers to facilitate the Verint Event registration process, pre and post registration communications and/or to run or host the Verint Event and where applicable, and in some instances, such third party providers may process your personal data for other reasons not determined by Verint. Additionally, Verint may also use carefully selected third parties to assist in the organization of the Verint Event and with technology such as smart badges and mobile apps to assist with your preferences for registration of particular Verint Event content. Each such third-party platform provider may be an independent data controller and you may be required by the third-party provider to accept their terms and conditions, privacy and cookie policy (which are separate from Verint's privacy policy and Event Terms) in addition to these Event Terms. Verint advises that you to read any such terms carefully prior to completing such registration.

Additionally, during the registration process, at the Verint Event and/or in correspondence regarding the Verint Event, there may be links or QR codes to Internet websites and resources which are not owned or maintained by Verint. Because Verint has no control over such sites and resources, you acknowledge and agree that Verint is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, arrangements (e.g. hotel, travel arrangements, etc.) or other materials on or available through such sites or resources or for any loss or damages caused by using or relying on any such site or materials. You further acknowledge and agree that Verint shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or inability to use: (a) any third-party sites or resources,



including those to which Verint provides links; or (b) any content, goods, or services available on or through any such sites or resources. You further agree that Verint shall not be responsible or liable for any loss or damage of any sort incurred in connection with any dealings with any third-party which you may encounter as a result of navigating to a thirdparty site, or as the result of the presence of such third parties' materials on the Verint registration site or virtual event platform.

# **IMAGE RELEASE**

During the Verint Event, Guest's image, likeness, voice, statements and other identifying characteristics ("Image") may be recorded by Verint or its third party vendors photographing, recording (both audio and video), webcasting or podcasting ("Recording/ed"), and by participating in the Verint Event, you (i) agree that your Image may be Recorded by Verint and/or its third party vendors, (ii) consent to the use of your Image in connection with the use of the Recordings, (iii) irrevocably grant to Verint and its agents. Verint Event sponsors, contractors, licensees and designees and their respective successors and assigns a non-exclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and your Image therein, in whole or in part, in any and all media formats and through any and all media channels, in any manner and for any purpose in connection with the Verint Event, (iv) waive any right you may have to inspect and/or approve the use of the Recordings or any reproductions thereof, and agree that Verint is not obligated to make any use of your Image or exercise any of the rights granted to the Recordings, (v) understand that your Image may appear in Recordings made available to you, other attendees, or the public, and that third-parties may retain and distribute those Recordings, (vi) agree that Verint exclusively owns all rights (including without limitation, intellectual property rights) in the Recordings and all results and any proceeds derived from the use of the Recordings and your Image therein, and that no portion of such proceeds will be shared with you, and (vii) waive and release any and all rights of privacy and publicity, and any and all claims to compensation or damages or of violation of intellectual property rights, in connection with the use of the Recordings and your Image therein and/or any advertising or publicity relating thereto.

### ADDITIONAL TERMS AND CONSENT APPLICABLE TO ATTENDANCE AT VIRTUAL VERINT EVENT

### Use of Verint Event Platform

Verint may use a third party platform to hold the virtual Verint Event and any personal data or cookies collected by them in the provision of the platform is subject to the relevant third party's privacy and cookie policy which is separate from Verint's privacy policy. In such case, the third-party platform provider may be an independent data controller and you may be required by such third-party provider to accept their terms and conditions, privacy and cookie policy (which is separate from Verint's privacy policy) in addition to these Event Terms. Verint advises all Guests to read carefully any such terms prior to completing registration. Information collected during the Verint Event using cookies and other technologies will be used to facilitate networking, connections, data-exchange and event analytics and to assist organization and communications during the Verint Event and such other purposes as are made known to you at the Verint Event or in the relevant party's privacy and/or cookies policy.

As part of the registration or log-in process for a virtual Verint Event, you may be asked to select a username and password. Verint may refuse to grant you a username that impersonates someone else, may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in Verint's sole discretion. You will be responsible for the confidentiality and use of Access Credentials and agree not to transfer (without Verint's consent) or resell your use of or access to the Verint Event or any part of the Verint Event content to any party. If you have reason to believe that your account to access the virtual Verint Event is no longer secure, you must immediately notify us of the problem by emailing us at the email listed for the applicable Verint Event at the end of these Event Terms. "). PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ACCESS CREDENTIALS ONCE ISSUED.

You further agree that you will not (i) knowingly use the Virtual Event platform in a manner that interferes with another Guest's participation at the Verint Event; (ii) post, promote or transmit through the Verint Event platform any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature, including but not limited to any content or information which the attendee does not have the right to post and/or otherwise disclose; (iii) transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability, and/or (iv) take screen shots or use other technology to capture proprietary images or content from the Verint Event platform. Verint may remove any violating content posted on the Verint Event platform without notice to you.

# Availability of Verint Event Platform

Verint does not promise, represent, or warrant that the Verint Event platform will be available at all times or in all areas. Verint may deny certain access to you at any time for any or no reason (provided not in contravention with the law). Verint reserves the right to, at any time, modify or discontinue, temporarily or permanently, the Verint Event platform (or any part thereof). You agree that Verint shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Verint Event platform, or of any content made available through such platform. You agree that Verint, in its sole discretion, may terminate your use of the Verint Event platform or any part thereof, at any time and for any reason and without prior notice.



# **Verint Event Terms and Conditions**

### ADDITIONAL TERMS AND CONSENT APPLICABLE TO ATTENDANCE AT AN IN-PERSON EVENT

### **Smart Badge Consent**

While at the Verint Event, attendees may be allocated an ID badge or other technology which uses bar-code, RFI or other technologies ("Smart Badge") to facilitate networking, lead capture, connections, data-exchange and event analytics and to assist organization and communications during the Verint Event. Use of the Smart Badge may require that you download a third-party app to a smartphone or other device to take advantage of the functionality of the Smart Badge. In downloading such third-party app or to enable use of other Smart Badge technologies, you may be required to accept the third party's terms and conditions and privacy policy. In those circumstances that third party provider may be an independent data controller and Verint encourages all attendees to read carefully any such terms prior to downloading the app. Unless otherwise stated during the registration, using a Smart Badge is not compulsory (save as required for reasons of Verint Event security and proof of entitlement to attend) and if you do not wish to use the Smart Badge they should notify Verint prior to the Verint Event date.

During the Verint Event, you may be approached by Verint, Verint Event sponsors or other attendees who will seek to obtain your details either as indicated on the Smart Badge or by using the functionality of the Smart Badge. By permitting your Smart Badge to be scanned by Verint, you are consenting to allow Verint to contact you in connection with Verint's offerings, events, webinars, surveys about Verint, industry best practice, thought leadership and such other purposes made known to you either at the Verint Event or in other communications between you and Verint. By permitting your Smart Badge to be scanned by a Verint Event sponsor or other attendee, you are consenting to allow your personal data to be used to be contacted by that sponsor or other attendee for the purposes made known to you either at the Verint Event or in subsequent communications by the sponsor or other attendee and in accordance with that sponsor's or attendee's privacy policy. In addition, there may be "touch points" or other opportunities for you to use your Smart Badge, for example: when entering a room or attending a breakout session or sponsor booth, to register attendance, to subscribe to receive related materials by email or other means, by visiting a booth to request further information or subscribe to follow-up emails, or in some other way connected to the Verint Event which will be clearly communicated at the "touch point". IT IS IMPORTANT TO NOTE THAT SPONSOR AND ATTENDEE SCANNING OF YOUR SMART BADGE IS OPTIONAL AND YOU MAY REFUSE TO HAVE YOUR BADGES SCANNED AT SPONSOR BOOTHS AND AT THE ENTRANCE TO SPONSOR SESSIONS AND FUNCTIONS.

Where a Smart Badge is made available to the attendee, this Smart Badge may include geo-tracking functionality to provide Verint with Verint Event insights and analytics, including for example: movements within the Verint Event venue, time spent at particular exhibitions, zones or areas within the Verint Event venue. These Smart Badges are provided by a third party vendor to Verint and act as Verint's sub-processor of personal data. The geo-tracking and analytics may, in some circumstances be aggregated and shared with Verint Event sponsors but in these circumstances this geo-tracking data will not contain personal data relating to a specific attendee.

### COVID-19 Waiver; Assumption of Risk

Verint expects that all attendees will comply with COVID-19 policies and procedures made known to attendees in advance of the Verint Event, which may include but not be limited to mask mandates, completion of a pre-arrival screening survey to confirm that you are not then-currently experiencing COVID-19 symptoms and have not tested positive or knowingly been exposed to COVID-19 within a certain timeframe.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE FULLY AWARE THAT TRAVELING TO OR ATTENDING THE VERINT EVENT CARRIES WITH IT THE INHERENT RISK OF CONTRACTING COVID-19 THAT CANNOT BE ELIMINATED REGARDLESS OF THE FACT THAT VERINT IS TAKING REASONABLE STEPS TO MITIGATE THE RISK OF TRANSMISSION OF COVID-19 AT THE VERINT EVENT. VERINT FOLLOWS THE CENTER FOR DISEASE CONTROL (CDC) GUIDELINES AND WILL WORK WITH OUR VENUE PARTNERS TO IMPLEMENT THE CDC RECOMMENDED COVID-19 MEASURES AND POLICIES IN THE INTEREST OF THE HEALTH AND SAFETY OF OUR ATTENDEES. YOU UNDERSTAND THAT COVID-19 INFECTION MAY RESULT IN PERSONAL INJURY OR DEATH. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY VOLUNTARILY ACCEPT AND ASSUME (AND HOLD VERINT HARMLESS FROM) ALL RISK OF LOSS, PERSONAL INJURY, SICKNESS, DEATH, DAMAGE, AND EXPENSE ARISING FROM ANY EXPOSURE OR TRANSMISSION OF COVID-19 WHILE TRAVELING TO OR ATTENDING THE VERINT EVENT. YOU AGREE YOU WILL FOLLOW ALL COVID PROTOCOLS APPLICABLE TO THE VERINT EVENT.

# ACCEPTABLE USE AND CONDUCT POLICY

While participating at the Verint Event, including without limitation, where applicable, with respect to any use of the Verint Event platform, you agree to comply with all applicable laws, rules, and regulations. In addition, Verint expects attendees to respect the rights and dignity of others, and your attendance and participation at the Verint Event is conditioned on your compliance with the following Acceptable Use and Conduct Policy. You agree that you will not:

- Transmit or otherwise make available in connection with the Verint Event anything:
  - that is or may be (a) threatening, harassing, degrading, hateful, or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic, or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right, without the express permission of the owner of such right;



# **Verint Event Terms and Conditions**

- that would give rise to criminal or civil liability, that encourages conduct that constitutes a criminal
  offense, or that encourages or provides instructional information about illegal or potentially illegal
  activities;
- containing material, non-public information about a company without the proper authorization to do so:
- that includes any virus, worm, Trojan Horse, easter egg, time bomb, web bug, cancelbot, "spyware," or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; or
- constituting unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunity", or any other form of solicitation.
- Use the Verint Event platform for any fraudulent or unlawful purpose.
- Transmit through the Verint Event online registration platform or any other Verint Event platform any personal data from any country or jurisdiction which requires such personal data to remain on servers located in that country.
- Interfere with or violate any other Verint Event attendee's right to privacy or other rights, or harvest or collect personally identifiable information about attendees, guests or sponsors without their express consent.
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- Impersonate any person or entity, including, but not limited to, Verint, any Verint personnel, agent, or representative; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make, without our prior written consent.
- Interfere with or disrupt the operation of the Verint Event platform or the servers or networks that host or make such platforms available; or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- Restrict or inhibit any other person from using the Verint Event platform, including by means of hacking or defacing any portion of such platforms.
- Sell, license, or exploit for any commercial purposes any access to the Verint Event without Verint's expressed written authorization.
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Verint Event platform (or any other technology related to the Verint Event)
- Remove any copyright, trademark, or other proprietary rights notice contained on the Verint Event platform or
  otherwise in materials distributed or made available in relation to the Verint Event.
- Use any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, data-mine, or in any way determine, archive, reproduce, or circumvent the navigational structure or presentation of the Verint Event platform.
- Create a database by systematically downloading and storing all or any of the content from the Verint Event
  platform (or any other technology related to the Verint Event) or frame or mirror any party of the Verint Event
  without Verint's expressed written authorization.

# VERINT INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

For updated information on Verint Intellectual Property, please visit our intellectual property rights notice page at <a href="https://www.verint.com/intellectualpropertynotice">www.verint.com/intellectualpropertynotice</a>

All trademarks and service marks on the Verint Event platform or otherwise displayed at the Verint Event not owned by Verint are the property of their respective owners. The trade names, trademarks, and service marks owned by Verint, whether registered or unregistered, may not be used in connection with any product or service that is not Verint's, or in any manner that is likely to cause confusion with customers. Nothing contained on the Verint Event platform or otherwise related to the Verint Event should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Verint's trade names, trademarks, or service marks without the prior express written permission of Verint. Additionally, in the event that any confidential information of Verint is disclosed to you at the Verint Event, notwithstanding anything to the contrary in these Event Terms, you agree to maintain such confidential information in accordance with any terms of confidentiality and non-disclosure in place between you or your Company and Verint.

# **FEEDBACK**

If you provide us any information, ideas, suggestions, or other communications to us concerning Verint's offerings or future offerings that Verint may develop ("Feedback") during the Verint Event, those communications will not be confidential. Verint reserves the right to reproduce, use, disclose, and distribute such communications without restriction. By submitting Feedback for consideration, you are agreeing to assign, and hereby assign, to Verint all intellectual property rights in such Feedback without obligation of any kind to you or to any third party. You agree that Verint is free to use (or not) use such Feedback in any manner. You represent that you are authorized, and have all rights necessary, to share such Feedback and assign such intellectual property rights exclusively to Verint and that you will assist Verint in securing its rights to such Feedback upon request.



# **Verint Event Terms and Conditions**

# ATTENDEE REPRESENTATIONS; INDEMNITY

You and your Company represent and warrant that you will comply with these Event Terms and all applicable laws in connection with your use of the Verint Event platform and your participation in any activities related to the Verint Event and that the processing of your personal data in accordance with these Event Terms will not violate the laws of any country or jurisdiction. You and your Company agree that you and the Company will defend, indemnify, and hold harmless Verint and its parent, subsidiaries and affiliated companies, its and their directors, officers, shareholders, vendors, licensors, employees, agents and representatives ("Verint Parties") from and against any and all claims (including but not limited to any claims for bodily injury, death or property damage, or any infringement of any proprietary rights, patent, copyright or trademark) asserted against, imposed on or suffered by Verint Parties, losses, disputes, costs, damages, liabilities, and expenses (including attorney's fees) arising out of or resulting from any violation of applicable law or breach of these Event Terms or any acts, errors or omissions or reckless or intentional wrongful misconduct on your part or by your Guest(s) in connection with your or your Guests(s) participation in any Verint Event activities. The aforementioned indemnification shall apply to all such claims, demands and causes of action, except to the extent of Verint's gross negligence or wilful misconduct contribute to its loss.

### **GUEST SPEAKERS**

Guest speakers at the Verint Event are not employees of Verint and the views and opinions of guest speaker are entirely their own and in no way reflect the views and opinions of Verint.

# **VERINT EVENT TERMS LIABILITY; DISCLAIMER OF WARRANTIES**

NEITHER VERINT NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL COSTS, DAMAGES OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM REGISTERING FOR OR ATTENDING THE VERINT EVENT, INCLUDING BUT NOT LIMITED TO ALTERATION OF THE VERINT EVENT SCHEDULE, OR ANY ERROR OR OMISSION. ALL INFORMATION PROVIDED AT THE VERINT EVENT IS PROVIDED "AS IS" AND VERINT MAKES (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, AND/OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. VERINT'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE EVENT TERMS OR OTHERWISE ARISING OUT OF OR RESULTING FROM YOUR REGISTRATION AND/OR ATTENDANCE AT THE VERINT EVENT SHALL BE IN THE AGGREGATE AND LIMITED TO YOUR DIRECT ACTUAL DAMAGES NOT TO EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (\$100.00), OR (B) THE REGISTRATION FEES PAID BY YOU DIRECTLY TO VERINT FOR THE VERINT EVENT. NOTHING IN THESE EVENT TERMS LIMITS THE LIABLITY OF VERINT, ITS AFFILIATES, SERVANTS OR AGENTS FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

### **GOVERNING LAW**

These Event Terms are governed by the substantive laws of England and Wales, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of competent courts in England and Wales. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply in any respect to these Event Terms.

# **MISCELLANEOUS**

These Event Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. If any provision of these Event Terms are found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Event Terms will not be affected in any way. You may not assign, sublicense, or otherwise transfer any or all of your rights or obligations under these Event Terms without Verint's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Event Terms, together with all policies referred to herein, is the entire agreement between you and Verint relating to your registration and attendance at the Verint Event and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Verint with respect to such subject matter. Notwithstanding the foregoing, in the event you or your Company have signed a separate written agreement with Verint governing specific activities at the Verint Event, that separate agreement will continue to govern and control with respect to the performance of such activities. Notices to you may be made via either email or regular mail, or by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Event Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Event Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



<u>INFORMATION OR INQUIRIES</u>
If you have a questions or concerns regarding the Verint Event or these Event Terms, please email <u>Info@emea.com</u>