



# Verint Banking and Retail Solutions (BRS) Software Support Plan

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## Plan Summary

Plan Features	Gold
Technical Support (Contact Center) <ul style="list-style-type: none"><li>Americas: Hours: 9am – 5pm Local Time<sup>1</sup></li><li>EMEA: Hours: 8am – 6pm GMT</li><li>APAC: Hours: 9am – 5pm SGT</li></ul>	Tel: 1-888-585-7059, <a href="mailto:Edge_VMS_Support@verint.com">Edge_VMS_Support@verint.com</a> Tel: +44 (0) 845 843 7333, <a href="mailto:CustomerSupport.emea@verint.com">CustomerSupport.emea@verint.com</a> Singapore: Tel: +65 9722 6786, <a href="mailto:CustomerSupport.apac@verint.com">CustomerSupport.apac@verint.com</a> India: Tel: +91 98338 30135, <a href="mailto:CustomerSupport.apac@verint.com">CustomerSupport.apac@verint.com</a>
Online Resources	Included
Software Error Corrections	Included
Software Updates <sup>2</sup>	Included

- <sup>1</sup> Local Time is the time zone the call is originating from. Time zones supported under Local Time are Pacific (incl. Hawaii), Mountain, Central, and Eastern. Calls from regions outside of Canada and the United States will be routed based on Eastern Time.
- <sup>2</sup> Periodic unspecified improvements or additions to the Software, including Error Corrections, new Versions, and other changes to the Software, that may be provided, but excluding any new Software feature or substantial additional functionality, which in Verint's sole discretion, is subject to additional fees. New Versions may require the procurement by Customer of additional hardware, related third party software (including, but not limited to, Microsoft SQL), and/or installation and configuration services.
- Contact Centers are open business days only (Excluding Verint company holidays).
- The initial support term begins on either (a) the ship date of the Verint BRS Software, or, if shipment is not required, (b) on the effective date of the purchase order and runs for twelve months thereafter.
- For each renewal Support Term to which Customer subscribes, Verint may increase the annual Support Fee for Software by no more than five percent (5%) over the annual Support Fee for the previous 12-month Support Term for like Software and quantities.
- Discounts do not apply to the price of any Software Support Plan.



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## Purpose

The purpose of this document is to provide an overview of the technical support (“Support”) that is provided for the Verint BRS Software suite under this Verint BRS Software Support Plan (the “Plan”), whether Support is provided through an indirect or direct relationship. Hardware support and support for third (3rd) party software licensed with or for use on such hardware is not covered as part of the Plan.

Verint provides Support for Verint BRS Software to Customers of Verint, in accordance with the Plan, and the agreement executed between Verint and Customer (“Agreement”). Should a conflict arise between the Plan and the Agreement, the terms and conditions of the Agreement take precedence. The terms of the Plan may change from time to time, and it is the responsibility of Customer to access the link at [www.Verint.com/misc/VISsupport-Americas.pdf](http://www.Verint.com/misc/VISsupport-Americas.pdf) and choose sub-link [www.Verint.com/misc/BRSSupport-Americas.pdf](http://www.Verint.com/misc/BRSSupport-Americas.pdf) to review the Plan on an annual basis.

## 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 Verint products.

**“Agreement”** - A fully executed agreement with terms and conditions governing the license and/or purchase of Verint products and the provision of Support.

**“Customer”** – In the case of an indirect Support relationship, a Verint systems integrator or authorized distributor who has executed an integrator or distributor agreement, or any other agreement with Verint specific to the provision of direct Verint BRS Software Support. In the case of a direct Support relationship, the end user who has licensed Verint BRS Software for internal use, uses and maintains the system, and has an executed agreement with Verint specific to the provision of direct Verint BRS Software Support.

**“Customer Computing Environment”** - The computing environment (excluding any product procured from and/or provided by Verint under the Agreement), prepared and maintained by Customer and/or the applicable end user for the use and operation of the Software, which meets Verint’s then-current minimum requirements as set forth on the Verint extranet and updated from time to time.

**“Documentation”** - Verint’s documentation made available to the Customer for Verint BRS Software, describing the specifications and use of the Software in the Customer Computing Environment.

**“Error”** – A failure of the Software to substantially conform to the Documentation that Verint can replicate or Customer can duplicate.

**“Error Correction”** – Revisions, modifications, alterations, and additions to the Software, provided by Verint to Customer as bug fixes or workarounds to resolve Errors.

**“Generally Available (GA)”** – The date on which Software or a Version of the Software is available for license to Verint’s general customers.



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**“On-Site Support”** – Support services provided by Verint on-site at a Customer and/or the Customer’s applicable end user’s location.

**“Online Resources”** – Verint documentation resources such as knowledge base articles, bug fixes, etc. that are available online via the partner extranet for Customers that have a current Verint BRS Software Support Plan.

**“Software”** - Computer application programs (including, if applicable, Updates and other developments) in object code form developed and owned by Verint or its licensor(s) and licensed under the Agreement.

**“Support Plan”** - The terms and conditions contained within this Verint BRS Software Support Plan document (also referred to interchangeably as “the Plan”).

**“Technical Support (Contact Center)”** – Verint employees available to remotely troubleshoot reported issues with Customer’s Verint Certified Technician during the hours of support set forth in the Plan Summary.

**“Updates”** – Periodic unspecified improvements or additions to the Software, including Error Corrections, Versions, and other changes to the Software, that may be provided, but excluding any new Software feature or substantial additional functionality, which in Verint’s sole discretion, is subject to additional fees.

**“Verint”** - The specific Verint Systems Inc. entity that has executed an Agreement with Customer.

**“Verint Certified Technician”** - An employee or subcontractor of Customer who has been certified by Verint to provide support, in accordance with the requirements of a particular product as specified by Verint.

**“Version”** - The Software configuration identified by a numeric representation, whether left or right of decimal place.





## Support Processes

The Verint Customer Contact Center is the focal point for Customer requests relating to the use and support of the Verint BRS Software. To initiate a request, Customer's Verint Certified Technician may contact the Contact Center utilizing the phone numbers set forth in the Plan Summary, during the hours in which Support is provided under Customer's Support Plan. Upon initiation of a support request, the Verint support representative will open a service request to document the issue, and will provide Customer with a service request number for future reference.<sup>1</sup>

At a minimum, Customer is required to provide the Verint support representative with the following information when opening a service request:

- Customer name, contact name, phone number, cell/pager number, email address
- End user name and site location if Support is being provided through an indirect software support relationship
- Software Version
- Hardware information on which the Software is installed: Product model, part number, serial number and version<sup>2</sup>
- Service Contract Number (if available)
- Detailed description of the problem
- Events leading up to the issue
- Any configuration changes made to the Software and/or Customer Computing Environment

<sup>1</sup> For any support services provided outside a Customer's Support Plan coverage, Customer shall be charged for those services at Verint's then current service rates.

<sup>2</sup> Hardware support is provided under the terms of the hardware warranty which is included with the purchase of the hardware and is not covered under this Verint BRS Software Support Plan.





## Customer's Support Obligations

Customer is responsible for maintaining Verint Certified Technicians who are certified on the use and administration of Verint BRS Software in order to support Customer's and/or their end user's use of the Verint BRS Software. Customer is responsible for initial issue determination, fault analysis and Tier 1 troubleshooting, including but not limited to the following (where applicable):

- Completion of routine tasks as specified in the Documentation, including but not limited to the installation of the most current Verint BRS Software and firmware Updates provided under Customer's subscribed to Plan
- Regular as needed checks on all system components including the use of proactive monitoring tools and log assessments to ensure proper operation and system health
- Shutdown and restart of systems in a controlled manner and subsequent testing as required by Verint
- Maintenance of system configuration records
- Investigation and resolution of Customer and /or end user training issues
- Incident management, including:
  - Initial investigation
  - Data collection (Log files, crash dumps, error messages, trace files, screen shots, etc.)
  - Troubleshooting the incident using internal knowledge and Verint supplied on-line help files
  - Restoration of service by implementing a known work around
  - Restarting computer services as required to maintain system availability
  - Maintaining accurate records of all Support activity during the incident lifecycle and monitoring trends
  - Involvement with resolving major incidents or problem root cause analysis
- Providing Verint with reasonable access to the system as well as to the data relating to the operation of the Verint BRS Software and an adequate working space and facilities as required
- Providing system administration and provisioning information such as, but not limited to, recordings, printing reports, and performing backups
- Ensuring operating system and database software versions, service packs and other software fixes are in line with Verint BRS Software configuration requirements

Customer shall be responsible for procuring and providing all hardware and software required to establish and maintain the Customer Computing Environment, including, without limitation, all hardware, firmware, and software required from either Verint or a third party supplier to install Updates and new Versions of any product (including operating systems and security patches). Only Verint BRS Software provided by Verint is covered under the Plan. Additionally, in the event on-site services are required to resolve an issue where the root cause is determined by Verint to be a result of (i) third party hardware and/or software, (ii) a cause not directly related to Verint BRS Software provided by Verint, or (iii) Verint not having been given adequate time



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to remotely troubleshoot the issue, such on-site services shall be subject to additional fees at Verint's then-current services rates.

Customer is solely responsible for any and all data resulting from or relating to the use of Verint BRS Software, including, without limitation, all data inputs, data outputs, the quality, accuracy and integrity of any data, and the preservation of that data through properly maintained storage and backup systems. Prior to permitting Verint to access and support the Verint BRS system, Customer shall ensure any data related to the applicable system is backed up. Verint is not responsible for remediating any lost or corrupt data resulting from an issue in the system or the provision of support services under the Plan. Customer acknowledges and agrees that it is solely responsible for such data and that such data is under Customer's exclusive control.

## Remote Support

Verint's standard method of support is remote support. Verint remotely supports and troubleshoots each issue with the Customer's Verint Certified Technician on-site where the Verint BRS system is located. Verint requires remote access to the Verint BRS system be provided in order to perform troubleshooting. Failure of Customer to provide Verint with such remote access may result in additional fees charged to Customer at Verint's then-current rates and expenses incurred if Verint must travel on-site to perform Support obligations. This remote access will be provided to Verint and/or Verint's authorized third party service provider acting on its behalf. See On-Site Support Section (below) for additional information regarding on-site support.

## On-site Support

Provided Customer has allowed Verint adequate time to perform remote troubleshooting efforts, when Verint is unable to diagnose and/or resolve an issue through remote support, and the issue appears to be Verint related, on-site support will be provided by Verint or its authorized third party representative. When on-site support is provided hereunder, Verint's obligations are conditioned upon Customer and/or the Customer's end user as applicable (i) granting Verint reasonable access to the system to perform those services, (ii) providing Verint a secure and safe work environment and any necessary electrical and/or telecommunications connections and ancillary equipment, and (iii) providing a Verint certified technical point of contact that is on-site and available at all times while the Verint service personnel are on-site. If Customer does not meet the foregoing conditions, or Customer does not ensure that its end user (if applicable) meets the foregoing conditions, causing Verint to schedule additional services that would have otherwise been avoided, or if while on-site, Verint finds the issue to be non-Verint related, Customer shall be subject to additional fees at Verint's then-current services rates.

## Exclusions from Support

To be eligible for Support, the Verint BRS Software must (i) be in good working order as of the start of the then current Support Term and (ii) be maintained by Customer in accordance with the currently published Verint Documentation. The Plan does not cover support for issues that are a result of:

- Architecting or deploying the Verint BRS system outside the Verint specified boundaries and limitations;
- Customer's failure to: (i) correctly install Updates or other modifications made available by Verint or third party manufacturers, as certified by Verint, (ii) prepare and maintain a proper Customer Computing Environment, (iii) grant access and security authorization as reasonably necessary, or (iv) provide necessary communications mechanisms;



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- Misuse, abuse, negligence, or improper use of all or any part of the Verint BRS Software; or problems to or caused by products or services not provided by Verint;
- Modification, amendment, revision, or change to the Verint BRS Software by any party other than Verint or Verint's authorized representatives expressly authorized to make such modification, amendment, revision, or change;
- Insufficient or improperly conditioned power, electrical failure, inadequate network infrastructure and/or maintenance, data throughput, integrity, storage, back-up, and other external and/or infrastructure or environmental issues, which shall be deemed under Customer's and/or the Customer's end user's (as applicable) exclusive control and sole responsibility; or
- Force Majeure – any factor beyond reasonable control, including but not limited to, acts of God, force of nature, war, riot, civil action, terrorism, labor dispute, or failure of telecommunication systems or utilities.

If any support services are provided as a result of any of the foregoing, Customer shall be subject to additional fees at Verint's then-current services rates.

## Additional Services

The Plan does not include (i) professional services specific to installation, configuration, expansion, and training, (ii) support for any problems resulting from products not provided by Verint, (iii) correction of any issues caused by viruses, (iv) replacement of any hardware, or (v) network/system troubleshooting or optimization. Customer agrees to pay Verint, at Verint's then current service rates, all service fees and related expenses for any services provided by Verint where those services are not included as a part of Customer's Support Plan.

A complete list of available services and current rates may be found in the Verint Price Book or by contacting your Verint Sales representative.

## Lapse in Coverage

Verint recommends that Software Support Plan coverage remains in place at all times. Verint will inform Customer prior to the scheduled expiration date of any applicable Support Plan. In the event support coverage lapses, Verint shall have no obligation to provide Support to Customer, and Customer shall have no access to Updates of Software made available by Verint to those Customers currently subscribing to Support.

Customer may request that Verint reinstate coverage of the Plan. Verint will reactivate support coverage on the following conditions: (i) Verint will assess system performance, and Customer agrees to reimburse Verint for time (based on Verint's then-current service fee rate), materials and expenses (based on actual expenditures) required to restore the Verint BRS system to its normal operation; (ii) Customer will be required to prepay for a new one (1) year Support Plan; and (iii) Customer shall pay the support fees that would have been paid during the expired support period had Customer remained continuously subscribed to Support.





## Product Life Cycle and End of Support

Verint Software products are managed through a product lifecycle and are actively sold, maintained, and supported under a valid BRS Support Plan subscription while the product is Generally Available. Verint, at its sole discretion, determines the product lifecycle milestone dates and communicates to the Customer the declaration of lifecycle milestones for any Software product Version. In some instances Customer may be required to upgrade to the next appropriate release of Software that is under General Availability in order to correct a reported issue.

## Verint. Powering Actionable Intelligence.®

Verint® is a global leader in Actionable Intelligence® solutions with a focus on customer engagement optimization, security intelligence, and fraud, risk and compliance. Today, more than 10,000 organizations in 180 countries—including over 80 percent of the Fortune 100—count on Verint solutions to make more informed, effective, and timely decisions.



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