

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report: (Date of earliest event reported): November 26, 2025

Verint Systems Inc.
(Exact name of registrant as specified in its charter)

001-34807
(Commission File Number)

Delaware
(State or other jurisdiction
of incorporation)

11-3200514
(I.R.S. Employer
Identification No.)

225 Broadhollow Road
Melville, New York 11747
(Address of principal executive offices, with zip code)

(631) 962-9600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of exchange on which registered
Common Stock, \$0.001 par value per share	VRNT	The NASDAQ Stock Market, LLC (NASDAQ Global Select Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

INTRODUCTORY NOTE

On November 26, 2025 (the “**Closing Date**”), Calabrio, Inc., a Delaware corporation (“**Parent**”), completed the previously announced acquisition of Verint Systems Inc., a Delaware corporation (“**Verint**” or the “**Company**”), pursuant to the Agreement and Plan of Merger, dated as of August 24, 2025 (the “**Merger Agreement**”), by and among Verint, Parent and Viking Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“**Merger Sub**”). Pursuant to the terms of the Merger Agreement, on the Closing Date, Merger Sub merged with and into Verint (the “**Merger**”), with Verint surviving as a wholly owned subsidiary of Parent (the “**Surviving Corporation**”).

The Merger Agreement and the transactions contemplated thereby, including the Merger, were previously described in the definitive proxy statement filed by Verint with the Securities and Exchange Commission (the “**SEC**”) on October 20, 2025.

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

On the Closing Date, Verint and Wilmington Trust, National Association, as trustee (the “**Trustee**”), entered into the First Supplemental Indenture, dated as of the Closing Date (the “**First Supplemental Indenture**”), to the indenture, dated as of April 9, 2021 (the “**Base Indenture**”) and, together with the First Supplemental Indenture, the “**Indenture**”), by and between Verint and the Trustee, relating to Verint’s 0.25% Convertible Senior Notes due April 15, 2026 (the “**Convertible Notes**”).

The First Supplemental Indenture provides that, from and after the effective time of the Merger (the “**Effective Time**”), the right to convert each \$1,000 principal amount of the Convertible Notes based on a number of shares of common stock, par value \$0.001 per share, of Verint (“**Common Stock**”) equal to the Conversion Rate (as defined in the Indenture) in effect immediately prior to the Merger will be changed into a right to convert such principal amount of Convertible Notes into \$20.50 in cash in respect of each share of Common Stock into which the Convertible Notes would otherwise be convertible.

The foregoing description of the First Supplemental Indenture and the transactions contemplated thereby is subject to and qualified in its entirety by reference to the full text of the First Supplemental Indenture, which is filed as Exhibit 4.1 hereto and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 1.02.

Termination of Credit Agreement

In connection with the consummation of the Merger, on the Closing Date, Verint terminated all outstanding commitments, including commitments to issue letters of credit, under the Credit Agreement dated June 29, 2017, by and among Verint, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended through and including the Fifth Amendment, dated March 25, 2025, the “**Credit Agreement**”). In connection with the termination of the Credit Agreement, all outstanding obligations for principal, interest and fees under the Credit Agreement were paid in full, and all liens and guarantees related thereto were released and terminated.

Termination of Capped Call Transactions

On April 6, 2021 and April 8, 2021, in connection with the issuance of the Convertible Notes, Verint entered into capped call transactions (the “**Capped Call Transactions**”) with certain financial institutions (each a “**Capped Call Counterparty**”). In connection with the Merger, Verint entered into a termination agreement with each Capped Call Counterparty pursuant to which the Capped Call Transactions with such Capped Call Counterparty will terminate in exchange for a cash payment from such Capped Call Counterparty.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note and Items 3.01, 5.01, 5.02 and 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

At the Effective Time, (a) each share of Common Stock (other than (i) shares held in the treasury of Verint or any of its subsidiaries or owned by Parent or Merger Sub immediately prior to the Effective Time and (ii) shares held by stockholders who have perfected their statutory rights of appraisal under Section 262 of the Delaware General Corporation Law) that was issued and outstanding immediately prior to the Effective Time was automatically canceled and converted into the right to receive \$20.50 in cash without interest (the “**Merger Consideration**”), (b) each share of Series A convertible preferred stock, par value \$0.001 per share, of Verint (“**Series A Preferred Stock**”) and Series B convertible preferred stock, par value \$0.001 per share, of Verint (“**Series B Preferred Stock**”) and, together with Series A Preferred Stock, “**Preferred Stock**”) that was issued and outstanding immediately prior to the Effective Time was automatically redeemed for a redemption price equal to \$1,000 in cash plus unpaid accrued and accumulated dividends on such share (whether or not declared) up to, but excluding, the Closing Date, (c) each share of Common Stock (i) held in the treasury of Verint or any of its subsidiaries or (ii) owned by Parent or Merger Sub or any direct or indirect wholly owned subsidiary of Parent or Merger Sub immediately prior to the Effective Time was automatically cancelled and ceased to exist and no consideration was delivered in exchange therefor and (d) each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time was automatically converted into and became one fully paid, nonassessable share of common stock, par value \$0.001 per share, of the Surviving Corporation with the same rights, powers and privileges as the shares so converted and constitutes the only outstanding shares of capital stock of the Surviving Corporation.

At the Effective Time, each outstanding phantom share that entitled the holder thereof to a cash payment based on the fair market value of a share of Common Stock (each, a “**Company Phantom Share**”) that was vested at the Effective Time (each, a “**Vested Company Phantom Share**”) was cancelled and extinguished at the Effective Time and, in exchange therefor, each holder of any such Vested Company Phantom Share has the right to receive solely an amount in cash, without interest and subject to applicable withholding taxes, equal to the product obtained by multiplying (a) the Merger Consideration by (b) the aggregate number of shares of Common Stock underlying such Vested Company Phantom Share as of immediately prior to the Effective Time.

At the Effective Time, each outstanding Company Phantom Share that was unvested at the Effective Time (each, a “**Unvested Company Phantom Share**”) was converted into a cash-based award that includes a right to receive solely an amount in cash, without interest and subject to applicable withholding taxes, equal to the product obtained by multiplying (a) the Merger Consideration by (b) the aggregate number of shares of Common Stock underlying such Unvested Company Phantom Share as of immediately prior to the Effective Time (such product, “**Cash Replacement Phantom Share Amounts**”), which Cash Replacement Phantom Share Amounts will, subject to the holder’s continued service with Parent or its subsidiaries through the applicable vesting dates, vest and be payable at the same time as the Unvested Company Phantom Shares for which such Cash Replacement Phantom Share Amounts were exchanged would have vested and been payable pursuant to their terms.

At the Effective Time, (a) each outstanding restricted stock unit (“**RSU**”) that was unvested at the Effective Time and that was held by a non-employee director of Verint became fully vested and, as of immediately prior to the Effective Time, was treated as a vested RSU (each, an “**Accelerated Director RSU**”) and (b) each outstanding Accelerated Director RSU and each outstanding RSU that was vested at the Effective Time (each, a “**Vested Company RSU**”) was canceled and extinguished as of the Effective Time and, in exchange therefor, each such holder of any such Accelerated Director RSU or Vested Company RSU has the right to receive solely an amount in cash, without interest and subject to applicable withholding taxes, equal to the product obtained by multiplying (i) the Merger Consideration by (ii) the aggregate number of shares of Common Stock subject to such Accelerated Director RSU or Vested Company RSU, as applicable, as of immediately prior to the Effective Time.

At the Effective Time, each outstanding RSU that was unvested at the Effective Time and that was held by anyone other than a non-employee director of Verint (each, an “**Unvested Company RSU**”) ceased to represent a right to receive shares of Common Stock and was converted into a cash-based award that includes a right to receive solely an amount in cash, without interest and subject to applicable withholding taxes, equal to the product obtained by multiplying (a) the Merger Consideration by (b) the aggregate number of shares of Common Stock subject to

such Unvested Company RSU as of immediately prior to the Effective Time (such product, “*Cash Replacement RSU Amounts*”), which Cash Replacement RSU Amounts will, subject to the holder’s continued service with Parent or its subsidiaries through the applicable vesting dates, vest and be payable at the same time as the Unvested Company RSUs for which such Cash Replacement RSU Amounts were exchanged would have vested and been payable pursuant to their terms.

At the Effective Time, each outstanding RSU conditioned in full or in part on performance-vesting conditions (“*PSU*”) that was vested at the Effective Time (each, a “*Vested Company PSU*”) was canceled and extinguished as of the Effective Time and, in exchange therefor, each such holder of any such Vested Company PSU has the right to receive solely an amount in cash, without interest and subject to applicable withholding taxes, equal to the product obtained by multiplying (a) the Merger Consideration by (b) the aggregate number of shares of Common Stock subject to such Vested Company PSU as of immediately prior to the Effective Time.

At the Effective Time, each outstanding PSU that was unvested at the Effective Time (each, an “*Unvested Company PSU*”) ceased to represent a right to receive shares of Common Stock and was converted into a cash-based award that includes a right to receive solely an amount in cash, without interest and subject to applicable withholding taxes, equal to the product obtained by multiplying (a) the Merger Consideration by (b) the aggregate number of shares of Common Stock subject to such Unvested Company PSU as of immediately prior to the Effective Time (such product, the “*Cash Replacement PSU Amounts*”), which Cash Replacement PSU Amounts will, subject to the holder’s continued service with Parent or its subsidiaries through the applicable vesting dates, vest and be payable at the same time as the Unvested Company PSUs for which such Cash Replacement PSU Amounts were exchanged would have vested and been payable pursuant to their terms; provided, that to the extent any Unvested Company PSU remained outstanding and subject to such performance vesting conditions as of immediately prior to the Effective Time, the performance metrics of such Unvested Company PSU were deemed achieved at target levels of performance effective as of the Effective Time.

The foregoing summary does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Merger Agreement, which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by Verint with the SEC on August 25, 2025, which is incorporated herein by reference.

Item 2.04 Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The information set forth in the Introductory Note and Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.04.

The consummation of the Merger constitutes a Fundamental Change and a Make-Whole Fundamental Change (each as defined in the Indenture) under the Indenture. The effective date of each such Fundamental Change and Make-Whole Fundamental Change is November 26, 2025, which is the Closing Date of the Merger. Accordingly, following the Merger, each holder of Convertible Notes has the right to (a) convert its Convertible Notes into \$20.50 in cash in respect of each share of Common Stock into which the Convertible Notes would have otherwise been convertible or (b) require that Verint repurchase such holder’s Convertible Notes for cash at a repurchase price equal to the principal amount of such Convertible Notes plus accrued and unpaid interest thereon to, but excluding, December 26, 2025, which is the Fundamental Change Repurchase Date (as defined in the Indenture). In addition, in connection with the closing of the Merger, the Common Stock ceased trading on the Nasdaq Global Select Market (“*NASDAQ*”) as of November 26, 2025 (the “*Delisting*”). Accordingly, pursuant to Section 14.03 of the Indenture, the closing of the Merger and the Delisting resulted in a Make-Whole Fundamental Change that occurred on November 26, 2025. However, because the Stock Price (as defined in the Indenture) is less than \$46.85, no Additional Shares (as defined in the Indenture) will be added to the Conversion Rate.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

On the Closing Date, Verint notified NASDAQ of the consummation of the Merger and requested that NASDAQ file with the SEC a Form 25 Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934 (the “*Exchange Act*”) to delist the Common Stock from NASDAQ and deregister the Common Stock under Section 12(b) of the Exchange Act. Upon effectiveness of the Form 25, Verint intends to file with the SEC a Certification and Notice of Termination on Form 15 to deregister the Common Stock and suspend Verint’s reporting obligations under Sections 13 and 15(d) of the Exchange Act. Trading of the Common Stock on NASDAQ was halted prior to the opening of trading on the Closing Date.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note and Items 2.01, 3.01, 5.01 and 5.03 of this Current Report on Form 8-K is incorporated herein by reference into this Item 3.03.

As a result of the Merger, each share of Common Stock that was issued and outstanding immediately prior to the Effective Time (except as described in Item 2.01 of this Current Report on Form 8-K) was cancelled and converted automatically, at the Effective Time, into the right to receive the Merger Consideration. Accordingly, at the Effective Time, the holders of such shares of Common Stock ceased to have any rights as stockholders of Verint, other than the right to receive the Merger Consideration.

Item 4.01 Changes in Registrant’s Certifying Accountant.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated herein by reference into this Item 4.01.

The independent registered public accounting firm previously engaged by Verint, Deloitte & Touche LLP (“**D&T**”), has resigned because it is no longer independent as a result of the Merger.

Verint did not have any disagreements (as such term is defined in Instruction 4 to Item 304 of Regulation S-K) with D&T during the two most recent fiscal years or in the fiscal year ending January 31, 2026 on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to D&T’s satisfaction, would have caused D&T to make reference to the subject matter of the disagreements in its reports on Verint’s consolidated financial statements for such fiscal years. D&T’s reports on Verint’s financial statements for the fiscal years ended January 31, 2025 and 2024 did not contain any adverse opinion, disclaimer of opinion, qualification or modification.

Verint provided D&T with a copy of this Current Report on Form 8-K prior to its filing with the SEC and requested that D&T furnish it with a letter addressed to the SEC stating whether or not it agrees with the above statements. A copy of D&T’s letter, dated as of November 26, 2025, is filed as Exhibit 16.1 to this Current Report on Form 8-K.

Parent’s independent registered public accounting firm, BDO USA, P.C. (“**BDO**”), is expected to be appointed to audit the financial statements of Verint for the fiscal year ending January 31, 2026. As of the date of this report, BDO is in the process of its standard client evaluation procedures and has not accepted the engagement.

Item 5.01 Change in Control of Registrant.

The information set forth in the Introductory Note and Items 2.01, 3.01, 3.03 and 5.03 of this Current Report on Form 8-K is incorporated herein by reference into this Item 5.01.

As a result of the Merger, at the Effective Time, a change in control of Verint occurred and Verint became a wholly owned subsidiary of Parent. In connection with the Merger, the aggregate purchase price paid for all outstanding shares of Common Stock (except as described in Item 2.01 of this Current Report on Form 8-K) was approximately \$1.24 billion. The funds used to complete the Merger and the transactions contemplated by the Merger Agreement were provided by third-party debt financing arranged by Banco Santander SA.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 5.02.

In connection with the Merger, as of the Effective Time, Dan Bodner, Linda Crawford, Stephen Gold, William Kurtz, Andrew Miller, Richard Nottenburg, Kristen Robinson, Yvette Smith and Jason Wright each resigned from the board of directors of Verint and from any and all committees thereof on which they served and ceased to be directors of Verint. These resignations were tendered in connection with the Merger and not as a result of any disagreements between Verint and the resigning individuals on any matters related to Verint’s operations, policies or practices. At the Effective Time, in accordance with the terms of the Merger Agreement, the directors of Merger Sub immediately prior to the Effective Time, Joshua Geller and Carl Gillert, became the directors of the Surviving Corporation.

Item 5.03 Amendments to Articles of Incorporation or By-Laws; Change in Fiscal Year.

The information set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Pursuant to the Merger Agreement, at the Effective Time, Verint’s certificate of incorporation and by-laws were amended and restated in their entirety. Copies of the Amended and Restated Certificate of Incorporation of the Surviving Corporation and the By-Laws of the Surviving Corporation are filed as Exhibit 3.1 and Exhibit 3.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On November 26, 2025, Verint provided holders of the Convertible Notes with notices of Fundamental Change Repurchase Right, Conversion Rights and Execution of Supplemental Indenture with respect to the Convertible Notes and the Indenture. A copy of the notice is attached hereto as Exhibit 99.1.

The information included in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be filed for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Agreement and Plan of Merger, dated August 24, 2025, by and among Verint Systems Inc., Calabrio, Inc. and Viking Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 to Verint's Current Report on Form 8-K filed August 25, 2025).</u> *
3.1	<u>Amended and Restated Certificate of Incorporation of the Surviving Corporation.</u>
3.2	<u>By-Laws of the Surviving Corporation.</u>
4.1	<u>First Supplemental Indenture, dated as of November 26, 2025, between Verint Systems Inc. and Wilmington Trust, National Association, as trustee.</u>
16.1	<u>Letter of Deloitte & Touche LLP, dated as of November 26, 2025.</u>
99.1	<u>Notice of Fundamental Change Repurchase Right, Conversion Rights and Execution of Supplemental Indenture to Holders of 0.25% Convertible Senior Notes due April 15, 2026 of Verint Systems Inc., dated November 26, 2025.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Verint agrees to furnish supplementally to the SEC a copy of any omitted schedule or exhibit upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: November 26, 2025

VERINT SYSTEMS INC.

By: /s/ Peter Fante

Name: Peter Fante

Title: Chief Administrative Officer

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

VERINT SYSTEMS INC.

ARTICLE ONE

The name of the corporation is Verint Systems Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of capital stock that the Corporation has authority to issue is one thousand (1,000) shares of Common Stock, par value \$0.01 per share.

ARTICLE FIVE

The Corporation is to have perpetual existence.

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation.

ARTICLE SEVEN

Meetings of stockholders may be held within or outside of the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

ARTICLE EIGHT

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this ARTICLE EIGHT shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE NINE

The Corporation expressly elects not to be governed by §203 of the General Corporation Law of the State of Delaware.

ARTICLE TEN

A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not taken or omitted to be taken in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or any amendment or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither the amendment nor the repeal of this ARTICLE TEN nor the adoption of any provision of this Second Amended and Restated Certificate of Incorporation inconsistent with this ARTICLE TEN shall eliminate or reduce the effect of this ARTICLE TEN in respect of any matter occurring, or any cause of action, suit or claim that, but for this ARTICLE TEN, would accrue or arise prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE ELEVEN

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the General Corporation Law of the State of Delaware and any other applicable law, as from time to time in effect, and the Corporation may adopt bylaws or enter into agreements with any such person for the purpose of providing for such indemnification. Such right of indemnification shall not be deemed exclusive of any other rights to which such director, officer, employee or agent may be entitled apart from the foregoing provisions.

D. This Second Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, and has been duly adopted by written consent of stockholders of the Corporation in accordance with the provisions of Section 228(a) of the General Corporation Law of the State of Delaware.

SECOND AMENDED AND RESTATED BY-LAWSOFVERINT SYSTEMS INC.

A Delaware corporation
(Adopted as of November 26, 2025)

ARTICLE I
OFFICES

Section 1 Registered Office. The registered office of the corporation in the State of Delaware shall be located at 1209 Orange Street, city of Wilmington, Delaware, 19801, County of New Castle. The name of the corporation's registered agent at such address shall be The Corporation Trust Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2 Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1 Annual Meetings. An annual meeting of the stockholders shall be held each year within one hundred twenty (120) days after the close of the immediately preceding fiscal year of the corporation for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place, if any, and/or the means of remote communication, of the annual meeting shall be determined by the president of the corporation; provided, however, that if the president does not act, the board of directors shall determine the date, time and place, if any, and/or the means of remote communication, of such meeting. No annual meeting of stockholders need be held if not required by the corporation's certificate of incorporation or by the General Corporation Law of the State of Delaware.

Section 2 Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships) and may be held at such time and place, within or without the State of Delaware, and/or by means of remote communication, as shall be stated in a written notice of meeting. Such meetings may be called by the board of directors or the president only with five business days prior written notice (which notice period may not be waived) to the stockholders and shall be called by the president upon the written request of holders of shares entitled to cast not less than fifty percent (50%) of the votes at the meeting, which written request shall state the purpose or purposes of the meeting and shall be delivered to the president. The date, time and place, if any, and/or the means of remote communication, if any, of any special meeting of stockholders shall be determined by the president of the corporation; provided, however, that if the president does not act, the board of directors shall determine the date, time and place, if any, and/or the means of remote communication, of such meeting. On such written request, the president shall fix a date and time for such meeting within two (2) days after receipt of a request for such meeting in such written request.

Section 3 Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, and/or by means of remote communication, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4 Notice. Whenever stockholders are required or permitted to take any action at a meeting, written or printed notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting and to each director not less than ten (10) nor more than sixty (60) days before the date of the meeting. All such notices shall be delivered, either personally, by mail, or by a form of electronic transmission consented to by the stockholder to whom the notice is given, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. If given by electronic transmission, such notice shall be deemed to be delivered (a) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (b) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (c) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (d) if by any other form of electronic transmission, when directed to the stockholder. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5 Stockholders List. The officer who has charge of the stock ledger of the corporation shall make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, and/or (b) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 6 Quorum. The holders of a majority of the votes represented by the issued and outstanding shares of capital stock, entitled to vote thereon, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a quorum is once present to commence a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholders or their proxies.

Section 7 Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time, place and, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8 Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9 Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary, and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11 Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of issued and outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested or by reputable overnight courier service. All consents properly delivered in accordance with this Section 11 of this Article II shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days after the earliest dated consent delivered to the corporation as required by this Section 11 of this Article II, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used; provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 12 Action by Telegram, Cablegram or Other Electronic Transmission Consent. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section 12 of this Article II; provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (a) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (b) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the board of directors of the corporation.

ARTICLE III DIRECTORS

Section 1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2 Number, Election and Term of Office. The number of directors on the board of directors as of the date hereof is two (2). Thereafter, the number of directors shall be established from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this Section 3 of this Article III shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon notice given in writing or by electronic transmission to the corporation.

Section 4 Vacancies. Except as otherwise provided in the certificate of incorporation of the corporation, board vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Notwithstanding the foregoing, any such vacancy shall automatically reduce the authorized number of directors *pro tanto*, until such time as the holders of outstanding shares of capital stock who are entitled to elect the director whose office is vacant shall have exercised their right to elect a director to fill such vacancy, whereupon the authorized number of directors shall be automatically increased *pro tanto*. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5 Annual Meetings. The annual meeting of each newly elected board of directors shall be held without notice (other than notice under these by-laws) immediately after, and at the same place, if any, as the annual meeting of stockholders.

Section 6 Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place, if any, as shall from time to time be determined by resolution of the board of directors and promptly communicated to all directors then in office. Special meetings of the board of directors may be called by or at the request of the president or at least one of the directors on at least 24 hours notice to each director, either personally, by telephone, by mail, telegraph, and/or by electronic transmission. In like manner and on like notice, the president must call a special meeting on the written request of at least 2 of the directors promptly after receipt of such request.

Section 7 Quorum, Required Vote and Adjournment. A majority of the total number of authorized directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except as otherwise required by the corporation's certificate of incorporation, each director shall be entitled to one vote.

Section 8 Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation, except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9 Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of a majority of the members of the committee then in office shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10 Executive Committee. The board of directors of the corporation may, by resolution adopted by a majority of the whole board, designate two directors to constitute an executive committee. The executive committee, to the extent provided in the resolution, shall have and may exercise all of the authority of the board of directors in the management of the corporation, except that the committee shall have no authority in reference to amending the certificate of incorporation; adopting an agreement of

merger or consolidation; recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets; recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; amending the by-laws of the corporation; electing or removing directors or officers of the corporation or members of the executive committee; declaring dividends; or amending, altering, or repealing any resolution of the board of directors which, by its terms, provides that it shall not be amended, altered or repealed by the executive committee. The board of directors shall have power at any time to fill vacancies in, to change the size or membership of and to discharge the executive committee.

Section 11 Audit Committee. The audit committee shall consist of not fewer than two (2) members of the board of directors as shall from time to time be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the audit committee. The audit committee shall review and, as it shall deem appropriate, recommend to the board internal accounting and financial controls for the corporation and accounting principles and auditing practices and procedures to be employed in the preparation and review of financial statements of the corporation. The audit committee shall make recommendations to the board of directors concerning the engagement of independent public accountants to audit the annual financial statements of the corporation and the scope of the audit to be undertaken by such accountants.

Section 12 Compensation Committee. The compensation committee shall consist of not fewer than two (2) members of the board of directors as from time to time shall be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the compensation committee. The compensation committee shall review and, as it deems appropriate, recommend to the president and the board of directors policies, practices and procedures relating to the compensation of managerial and executive level employees and the establishment and administration of employee benefit plans. The compensation committee shall have and exercise all authority under any employee stock option plans of the corporation as the committee described therein (unless the board of directors by resolution appoints any other committee to exercise such authority), and shall otherwise advise and consult with the officers of the corporation as may be requested regarding managerial personnel policies.

Section 13 Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this Section 13 of this Article III shall constitute presence in person at the meeting.

Section 14 Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting, except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 15 Action by Written Consent. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE IV OFFICERS

Section 1 Number. The officers of the corporation shall be elected by the board of directors and may consist of a chairman of the board, a vice chairman of the board, a president and chief executive officer, one or more vice-presidents, a chief operating officer, a chief financial officer, an executive vice president, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2 Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4 Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5 Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6 Chairman of the Board. Subject to the powers of the board of directors, the chairman of the board shall be in the general and active charge of the entire business and affairs of the corporation, and shall be its chief policy making officer. The chairman of the board shall preside at all meetings of the board of directors and at all meetings of the stockholders and shall have such other powers and perform such other duties as may be prescribed by the board of directors or provided in these by-laws. Whenever the president is unable to serve, by reason of sickness, absence or otherwise, the chairman of the board shall perform all the duties and responsibilities and exercise all the powers of the president.

Section 7 Vice-Chairman. Whenever the chairman of the board is unable to serve, by reason of sickness, absence, or otherwise, the vice-chairman shall have the powers and perform the duties of the chairman of the board. The vice-chairman shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the board of directors or these by-laws.

Section 8 The President and Chief Executive Officer. The president and chief executive officer shall be the chief executive officer of the corporation; in the absence of the chairman of the board, shall preside at all meetings of the stockholders and board of directors at which he or she is present; subject to the powers of the board of directors, and the chairman of the board, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and shall see that all orders and resolutions of the board of directors are carried into effect. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president shall have such other powers and perform such other duties as may be prescribed by the chairman of the board or the board of directors or as may be provided in these by-laws.

Section 9 Chief Operating Officer. The chief operating officer of the corporation, subject to the powers of the board of directors, shall engage in the general and active management of the business of the corporation; and shall see that all orders and resolutions of the board of directors are carried into effect. The chief operating officer shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the president or the board of directors or as may be provided in these by-laws.

Section 10 Chief Financial Officer. The chief financial officer of the corporation shall, under the direction of the chief executive officer, be responsible for all financial and accounting matters and for the direction of the offices of treasurer and controller. The chief financial officer shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the president or the board of directors or as may be provided in these by-laws.

Section 11 Vice-presidents. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 12 Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the president's supervision, the secretary shall give, or cause to be given, all notices required to be given by these by-laws or by law, shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe, and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the president, or secretary may, from time to time, prescribe.

Section 13 Treasurer and Assistant Treasurer. The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; and shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe. If required

by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the president or treasurer may, from time to time, prescribe.

Section 14 Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 15 Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1 Nature of Indemnity. The Corporation shall indemnify any person who was or is made a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature (hereinafter a "proceeding"), by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the General Corporation Law of the State of Delaware and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such director, officer, employee or agent may be entitled apart from the foregoing provisions. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees or agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2 Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation provided for under Section 1 of this Article V or advance of expenses provided for under Section 5 of this Article V shall be made promptly, and in any event within thirty (30) days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within sixty (60) days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation wrongfully denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not properly made within thirty (30) days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such

action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. No officer or director will make any claim for indemnification against the corporation by reason of the fact that he, she, or it was a director, officer, employee, or agent of the corporation or was serving at the request of the corporation as a partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, including any advancement thereof, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the corporation against such officer or director (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to applicable law or otherwise).

Section 3 Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article V.

Section 5 Expenses. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer or other person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6 Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified, and may be advanced expenses, to the extent authorized at any time or from time to time by the board of directors.

Section 7 Contract Rights. The provisions of this Article V shall be deemed to be a vested contract right between the corporation and each director and officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect. Such contract right shall vest for each director and officer at the time such person is elected or appointed to such position, and no repeal or modification of this Article V or any such law shall affect any such vested rights or obligations of any current or former director or officer with respect to any state of facts or proceeding regardless of when occurring.

Section 8 Merger or Consolidation. For purposes of this Article V, references to “the corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 9 Obligation of the Corporation. The corporation hereby acknowledges that certain directors have certain rights to indemnification, advancement and/or reimbursement of expenses and/or insurance coverage pursuant to this Article V, in any case provided by Thoma Bravo, L.P. and/or certain of its affiliates (each, a “Fund Indemnitor” and collectively, the “Fund Indemnitors”). In all cases (i) the indemnitor and/or payor of first resort shall be the corporation (i.e., the corporation’s obligations to a director are primary, and any obligation of any Fund Indemnitor to advance or reimburse expenses or to provide indemnification or insurance for the same expenses or liabilities incurred by such director are secondary), (ii) the corporation shall be required to indemnify and/or provide insurance and/or advance and/or reimburse the full amount of expenses incurred by a director, and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement, in each case, to the extent required by this Article V, without regard to any rights such director may have against any Fund Indemnitor, and (iii) the corporation irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or other recovery with respect to amounts for which the corporation is or may be or become liable pursuant to this Article V. No payment by a Fund Indemnitor on behalf, or for the benefit, of a director with respect to any claim for which such director has sought indemnification or other recovery from the corporation shall affect the foregoing, and such Fund Indemnitor shall be subrogated to the extent thereof to all of the rights of recovery of such director against the corporation (it being understood that any indemnification, provision of insurance and/or advancement or payment made by a Fund Indemnitor is and shall be deemed voluntary by the Fund Indemnitor and shall be repaid to the Fund Indemnitor by the director from any amounts such director receives in respect thereof from the corporation, its insurer or otherwise). The Fund Indemnitors are express and intended third party beneficiaries of the terms hereof.

ARTICLE VI CERTIFICATES OF STOCK

Section 1 Form. The shares of the corporation shall be represented by certificates, provided that the board of directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the board of directors, every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the corporation by the chief executive officer, the president or vice president, and by the treasurer, an assistant treasurer, the secretary, an assistant secretary or any two (2) authorized officers of the corporation representing the number of shares registered in certificate form; provided, however, that, where any such certificate is signed (a) by a transfer agent or an assistant transfer agent, or (b) by a transfer clerk acting on behalf of the corporation and a registrar, if the board of directors

shall by resolution so authorize, the signature of such chief executive officer, president, vice president, treasurer, secretary, assistant treasurer, assistant secretary or any two (2) authorized officers may be facsimiles thereof. In case any officer or officers of the corporation who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate shall cease to be such officer or officers, whether by reason of death, resignation or otherwise, before such certificate shall have been delivered by the corporation, such certificate may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate, or whose facsimile signature or signatures shall have been affixed thereto, had not ceased to be such officer or officers.

Section 2 Stock Ledger. A record shall be kept by the secretary, transfer agent or by any other officer, employee or agent designated by the board of directors of the name of the person, firm or corporation holding the stock represented by such certificate, the number of shares represented by such certificate, and the date of issuance thereof, and in case of cancellation, the date of cancellation.

Section 3 Transfer of Stock. Transfers of shares of the capital stock of the corporation shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation or with a transfer clerk or a transfer agent appointed as provided in Section 5 of this Article VI, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes thereon. The person in whose name shares of stock stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation; provided, however, that whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact, if known to the secretary of the corporation, shall be so expressed in the entry of transfer.

Section 4 Regulations. The board of directors may make such rules and regulations as it may deem expedient, not inconsistent with the certificate of incorporation or these bylaws, concerning the issue, transfer and registration of certificates for shares of the stock of the corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer clerks or one or more transfer agents and one or more registrars, and may require all certificates of stock to bear the signature or signatures of any of them.

Section 5 Lost, Stolen, Mutilated or Destroyed Certificates. As a condition to the issue of a new certificate of stock in the place of any certificate theretofore issued and alleged to have been lost, stolen, mutilated or destroyed, the board of directors, in its discretion, may require the owner of any such certificate, or his legal representatives, to give the corporation a bond in such sum and in such form as it may direct or to otherwise indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of any such certificate or the issuance of such new certificate. Proper evidence of such loss, theft, mutilation or destruction shall be procured for the board of directors, if required. The board of directors, in its discretion, may authorize the issuance of such new certificate without any bond when in its judgment it is proper to do so.

Section 6 Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty (60) nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided that the board of directors may fix a new record date for the adjourned meeting.

Section 7 Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 8 Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 9 Registered Stockholders. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

Section 10 Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII GENERAL PROVISIONS

Section 1 Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2 Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3 Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4 Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing contained in this Section 4 of this Article VII shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6 Corporate Seal. The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7 Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8 Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9 Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10 Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII
AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

* * * * *

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE, dated as of November 26, 2025 (this “Supplemental Indenture”), between VERINT SYSTEMS INC., a Delaware corporation (the “Company”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee (the “Trustee”).

RECITALS OF THE COMPANY

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of April 9, 2021 (the “Indenture”), pursuant to which the Company issued its 0.25% Convertible Senior Notes due 2026 (the “Notes”);

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger, dated as of August 24, 2025 (the “Merger Agreement”), by and among the Company, Calabrio, Inc., a Delaware corporation (“Parent”), and Viking Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (“Merger Sub”), pursuant to which, and subject to the terms and conditions contained in the Merger Agreement, each share of common stock, par value \$0.001 per share, of the Company (a “Share”) (other than treasury shares, shares owned by Parent or Merger Sub and dissenting shares), will be converted into and shall thereafter represent only the right to receive \$20.50 in cash per Share (the “Merger Consideration”);

WHEREAS, the Merger Consideration is to be paid to each holder of Shares without interest thereon and less any applicable withholding taxes;

WHEREAS, the merger of Merger Sub with the Company, with the Company as the surviving entity (the “Merger”), has been consummated on the date hereof in accordance with the Merger Agreement, substantially concurrently with the execution and delivery of this Supplemental Indenture;

WHEREAS, the Merger constitutes a Fundamental Change and a Make-Whole Fundamental Change pursuant to the Indenture;

WHEREAS, in connection with the foregoing, Section 14.07(a) of the Indenture provides that the Company shall execute with the Trustee a supplemental indenture permitted under Section 10.01(i) of the Indenture providing that the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the Conversion Value (as defined below); and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the holders of the Notes:

**ARTICLE 1
DEFINITIONS**

Section 1.01. *General.* Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

**ARTICLE 2
AGREEMENT OF PARTIES**

Section 2.01. *Conversion of Notes.* In accordance with Sections 10.01(i) and 14.07 of the Indenture and the Officers' Certificate, dated November 26, 2025, from and after the date of this Supplemental Indenture, the right to convert each \$1,000 principal amount of Notes will be changed to a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to the Merger would have been entitled to receive upon the consummation of the Merger (the "Conversion Value"), which shall be cash equal to \$330.24 per \$1,000 principal amount of Notes based on a Conversion Rate of 16.1902. Notwithstanding the foregoing, Holders that elect to convert their Notes at any time from November 26, 2025 (being the effective date of the Merger) until the close of business on the Business Day immediately prior to the Fundamental Change Repurchase Date (the "Make-Whole Conversion Period") to be specified in a Fundamental Change Company Notice to be delivered in connection with the Merger, and such Holders shall be entitled to receive cash equal to \$330.24 per \$1,000 principal amount of converted Notes based on a Conversion Rate of 16.1902, which Conversion Rate, in accordance with Section 14.03 of the Indenture, shall not be adjusted as a result of the Merger. For the avoidance of doubt, Holders will not have the right to convert Notes into shares of Common Stock or other securities of the Company.

**ARTICLE 3
MISCELLANEOUS PROVISIONS**

Section 3.01. *Effectiveness; Construction.* This Supplemental Indenture shall become effective upon its execution and delivery by the Company and the Trustee as of the date hereof. Upon such effectiveness, the Indenture shall be supplemented in accordance herewith. Upon the execution of this Supplemental Indenture pursuant to Article 10 of the Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under the Indenture of the Trustee, the Company and the Holders shall hereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments and all the terms and conditions of the Supplemental Indenture shall be and be deemed to be part of the terms and conditions of the Indenture for any and all purposes. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 3.02. *Indenture Remains in Full Force and Effect.* Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03. *Trustee Matters.* The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording a right, privilege, protection, indemnity or benefit to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility or liability for the correctness of the same. The Trustee makes no representation as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture, the Merger, the Merger Agreement, the Merger Consideration, the determination or calculation of the Conversion Value, the Fundamental Change Company Notice or any other transaction or transaction document described or referred to herein.

Section 3.04. *Benefits of Indenture.* Nothing in this Supplemental Indenture, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Paying Agent, any Conversion Agent, any authenticating agent, any Note Registrar and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.05. *Severability.* In the event any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 3.06. *Headings, Etc.* The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.07. *Governing Law; Waiver of Jury Trial.* THIS SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF). EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.08. *Execution in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 3.09. *Electronic Signatures.* The words “execution,” “signed,” “signature,” and words of similar import in this Supplemental Indenture shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§7001-7006), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Trustee pursuant to procedures approved by the Trustee.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

VERINT SYSTEMS INC.

By: /s/ Grant Highlander
Name: Grant Highlander
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Latoya S. Elvin
Name: Latoya S. Elvin
Title: Vice President

[Signature Page to First Supplemental Indenture]

November 26, 2025

Securities and Exchange Commission

100 F Street, N.E.

Washington, D.C. 20549-7561

Dear Sirs/Madams:

We have read Item 4.01 Verint System Inc. Form 8-K dated November 26, 2025, and have the following comments:

1. We agree with the statements made in the second paragraph, the third paragraph and the fourth paragraph.
2. We have no basis on which to agree or disagree with the statements made in the fifth paragraph.

Yours truly,

/s/ Deloitte & Touche LLP

DELOITTE & TOUCHE LLP

**NOTICE OF
FUNDAMENTAL CHANGE REPURCHASE RIGHT, CONVERSION RIGHTS AND EXECUTION OF SUPPLEMENTAL INDENTURE
TO HOLDERS OF
VERINT SYSTEMS INC.**

0.25% CONVERTIBLE SENIOR NOTES DUE APRIL 15, 2026

CUSIP Number 92343X AC4*

This Notice of Fundamental Change Repurchase Right, Conversion Rights and Execution of Supplemental Indenture (this “*Notice*”) is given by Verint Systems Inc. (the “*Company*”) pursuant to the provisions of Sections 14.01(b)(iii), 14.03(b), 14.07(b) and 15.02(c) of the Indenture, dated as of April 9, 2021, between the Company and Wilmington Trust, National Association, as trustee (the “*Trustee*”) (as it may be supplemented from time to time, the “*Indenture*”), relating to the Company’s 0.25% Convertible Senior Notes due April 15, 2026 (the “*Convertible Notes*”). The Trustee also serves as Paying Agent (in such capacity, the “*Notes Paying Agent*”) and as Conversion Agent under the Indenture. Capitalized terms used in this Notice, unless otherwise defined herein, have the meanings given to such terms in the Indenture.

A Fundamental Change (as defined in the Indenture) occurred on November 26, 2025 as a result of the consummation of the merger on such date of the Company and Viking Merger Sub, Inc. (“*Merger Sub*”), with the Company continuing as the surviving entity (the “*Merger*”), as contemplated by the Agreement and Plan of Merger, dated as of August 24, 2025 (the “*Merger Agreement*”), by and among the Company, Merger Sub and Calabrio, Inc. Accordingly, pursuant to Section 15.02(a) of the Indenture, as a result of the Fundamental Change, the holder of each Convertible Note outstanding as of the time of the Fundamental Change (each, a “*Holder*”) has, subject to certain conditions, the right by giving notice or following The Depository Trust Company (“*DTC*”) procedures as stated herein to require the Company to repurchase all or any portion of such Holder’s Convertible Notes in a principal amount equal to \$1,000 or an integral multiple of \$1,000 at a repurchase price equal to 100% of the principal amount of such Convertible Notes, plus accrued and unpaid interest up to, but excluding, the Fundamental Change Repurchase Date identified below (the “*Fundamental Change Repurchase Price*”). The Fundamental Change Repurchase Price will be paid in cash.

Payment of the Fundamental Change Repurchase Price will be made in cash by the Notes Paying Agent from funds deposited with it by the Company or on the Company’s behalf on the Fundamental Change Repurchase Date upon presentation and surrender of the Convertible Notes as set forth below under “Manner of Repurchase” below. On the Fundamental Change Repurchase Date, the Fundamental Change Repurchase Price will become due and payable on the portion of the Convertible Notes submitted to the Company for repurchase, interest will cease to accrue on the portion of the principal amount of the Convertible Notes being repurchased, such Convertible Notes being repurchased will cease to be outstanding and all other rights of the Holders of such Convertible Notes will terminate (other than the right to receive payment of the Fundamental Change Repurchase Price), unless the Company defaults in making payment of the Fundamental Change Repurchase Price. If a Holder does not exercise its right to require the Company to repurchase all Convertible Notes owned by such Holder, then after the Fundamental Change Repurchase Date and upon surrender of the Convertible Notes as to which such right has been exercised, a new Convertible Note or Convertible Notes in principal amount at issuance equal to the portion of the Convertible Notes not submitted to the Company for repurchase will be issued (or transferred by book entry) upon cancellation of the original Convertible Note.

* The CUSIP number is included solely for the convenience of the Holders. Neither the Company nor the Trustee shall be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness with respect to the Convertible Notes or as indicated in this Notice.

Holders who deliver their Convertible Notes and a Fundamental Change Repurchase Notice to the Notes Paying Agent and do not properly and validly withdraw such notice prior to the Withdrawal Date identified below will not be permitted to convert their Convertible Notes. See “Conversion Rights” below.

Holders of Convertible Notes should consider the following important deadlines in connection with this Notice:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Expiration Date	Close of business (5:00 p.m. New York City time), on December 24, 2025	The last day for Holders to elect to require the repurchase of Convertible Notes by the Company and deliver Convertible Notes pursuant to this Notice.
Withdrawal Date	Close of business (5:00 p.m. New York City time), on December 24, 2025	The last day for Holders to validly withdraw their elections to require the repurchase of Convertible Notes by the Company.
Fundamental Change Repurchase Date	December 26, 2025	<p>The Company accepts all elections to require the repurchase of Convertible Notes validly delivered prior to 5:00 p.m., New York City time, on the Expiration Date and not validly withdrawn. The Company notifies the Notes Paying Agent that such elections and delivered Convertible Notes are accepted for repurchase and payment.</p> <p>The Company deposits with the Notes Paying Agent the amount of cash necessary to pay each electing and delivering Holder the Fundamental Change Repurchase Price.</p> <p>The Notes Paying Agent pays each electing Holder who has delivered the Convertible Notes prior to 5:00 p.m., New York City time, on December 24, 2025 the Fundamental Change Repurchase Price in cash for all of the Convertible Notes properly and validly delivered (and not validly withdrawn) by such Holder.</p>

Neither the Company nor the Trustee, Notes Paying Agent and Conversion Agent make any recommendation as to whether Holders should elect to require the Company to repurchase their Convertible Notes.

MANNER OF REPURCHASE

All Convertible Notes are currently Global Notes. If you are the owner of a beneficial interest in the Convertible Notes through DTC and you elect to submit your Convertible Notes for repurchase, you must, on or prior to 5:00 p.m., New York City time, on December 24, 2025:

- complete the appropriate instruction form pursuant to DTC's book-entry program;
- deliver through DTC's book-entry system your beneficial interest, together with an agent's message transmitted by DTC to the Notes Paying Agent (instead of delivering the Fundamental Change Repurchase Notice described below); and
- follow any other required directions as instructed by DTC.

The term "agent's message" means a message, transmitted by DTC to, and received by, the Notes Paying Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the participant submitting the Convertible Notes for repurchase, which acknowledgment states that such participant has received and agreed to be bound by the terms and conditions of the Fundamental Change Repurchase Notice.

Each beneficial owner of a beneficial interest in the Convertible Notes that has properly and validly delivered such beneficial interest and agent's message for repurchase through DTC, and not validly withdrawn such delivery prior to 5:00 p.m., New York City time, on December 24, 2025, will receive the Fundamental Change Repurchase Price through the facilities of DTC promptly following the later of (i) the Fundamental Change Repurchase Date and (ii) the time of the book-entry transfer or delivery of the Convertible Notes by such beneficial owner. Delivery by any owner of a beneficial interest in the Convertible Notes, together with an agent's message through the facilities of DTC prior to 5:00 p.m. New York City time on December 24, 2025, is a condition to the receipt by such beneficial owner of the Fundamental Change Repurchase Price for such Convertible Notes on the Fundamental Change Repurchase Date.

In order for any Holder of Convertible Notes that are Certificated Notes to exercise its right to require the Company to repurchase a Convertible Note at the Fundamental Change Repurchase Price, such Holder must, on or prior to 5:00 p.m., New York City time, on December 24, 2025:

- deliver to the Notes Paying Agent a duly completed and signed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth as Exhibit A, with appropriate signature guarantee hereto; and
- deliver the Certificated Notes representing the Convertible Notes to be repurchased to the Notes Paying Agent at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements for transfer) at the office of the Notes Paying Agent (as set forth below), such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor.

A Fundamental Change Repurchase Notice for Convertible Notes that are Certificated Notes may be delivered by mail, overnight courier, hand delivery, facsimile transmission or other written form.

NOTICE OF WITHDRAWAL

Any Holder of Convertible Notes that are Certificated Notes who has given a Fundamental Change Repurchase Notice may withdraw such Fundamental Change Repurchase Notice, in whole or in part, by delivery of a written notice of withdrawal in the form attached hereto as Exhibit B (the "***Withdrawal Notice***") to the office of the Notes Paying Agent at any time on or prior to 5:00 p.m., New York City time, on December 24, 2025. A Withdrawal Notice must specify:

- the certificate number, if the Certificated Notes have been issued, of the Convertible Note in respect of which such Withdrawal Notice is being submitted;
- the principal amount of the Convertible Notes with respect to which such Withdrawal Notice is being submitted, which must be in principal amounts of \$1,000 or an integral multiple in excess thereof; and
- the principal amount, if any, of such Convertible Notes that remain subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of \$1,000 or an integral multiple of \$1,000.

A Withdrawal Notice for Certificated Notes may be delivered by mail, overnight courier, hand delivery, facsimile transmission or other written form.

Beneficial owners who deliver their beneficial interest in the Convertible Notes through DTC need not submit a physical Withdrawal Notice to the Notes Paying Agent if such beneficial owners comply with the transmittal procedures of DTC for submitting a notice of withdrawal which must be received by the Notes Paying Agent prior to 5:00 p.m., New York City time, on December 24, 2025.

Any physical Withdrawal Notice delivered by beneficial owners or such transmittal through DTC must contain the information specified in the above Withdrawal Notice (including, in lieu of the certificate number, the appropriate DTC information relating to the Convertible Notes that are being withdrawn).

The Notes Paying Agent will promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or Withdrawal Notice.

CONVERSION RIGHTS

Holders who do not elect to require the Company to repurchase their Convertible Notes will retain their Convertible Notes, which will continue to be convertible subject to the terms and subject to the conditions of the Indenture.

On November 26, 2025 or after, the right to convert each \$1,000 principal amount of the Convertible Notes will change into a right to convert such principal amount of Convertible Notes into cash in an amount equal to the \$20.50 multiplied by a number of shares of Common Stock equal to the Conversion Rate immediately prior to the consummation of the Merger, subject to any adjustment for conversion in connection with a Make-Whole Fundamental Change.

Pursuant to the first supplemental indenture, dated as of November 26, 2025, entered into between the Company and the Trustee in connection with the consummation of the Merger (the “**Supplemental Indenture**”), each Holder of a Convertible Note has the right to convert the principal amount of Convertible Notes into cash equal to \$20.50 multiplied by a number of shares of Common Stock equal to the Conversion Rate immediately prior to the Merger would have been entitled to receive upon the consummation of the Merger (the “**Conversion Value**”), which will be cash equal to \$330.24 per \$1,000 principal amount of Convertible Notes based on a Conversion Rate of 16.1092.

In connection with the closing of the Merger, the Common Stock is no longer being traded on the Nasdaq Global Market as of November 26, 2025 (the “**Delisting**”). Accordingly, pursuant to Section 14.03 of the Indenture, the closing of the Merger and the Delisting resulted in a Make-Whole Fundamental Change that occurred on November 26, 2025. However, because the Stock Price is less than \$46.85, no Additional Shares will be added to the Conversion Rate.

The Conversion Value is fixed as of the date of the Merger and is not subject to further adjustment.

At the time of this Notice the Convertible Notes are eligible for conversion as provided by the terms of the Indenture. Holders may elect to convert such Convertible Notes at any time from November 26, 2025 (being the Effective Date of the Merger) but before 5:00 p.m., New York City time, on the Business Day immediately prior to the Fundamental Change Repurchase Date (the “**Make-Whole Conversion Period**”). In order to receive the Conversion Value during the Make-Whole Conversion Period, prior to 5:00 p.m., New York City time, on December 24, 2025, such Holder must:

- in the case of a Global Note, comply with the procedures of DTC in effect at that time and, if required, pay all transfer or similar taxes, if any, as set forth in Section 14.02(e) of the Indenture; and
- in the case of Certificated Notes:
 - (a) complete, manually sign and deliver, with an appropriate signature guarantee, an irrevocable notice to the Conversion Agent in the form on the reverse of such Convertible Note (or a facsimile thereof) (Exhibit C hereto) (a “**Notice of Conversion**”) at the office of the Conversion Agent (as set forth below), and state in writing therein the principal amount of Convertible Note to be converted and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock to be delivered upon settlement of the Conversion Obligation to be registered;
 - (b) surrender such Convertible Note, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Conversion Agent; and
 - (c) if required, furnish appropriate endorsements and transfer documents and pay all transfer or similar taxes, if any, as set forth in Section 14.02(e) of the Indenture.

A Convertible Note will be deemed to have been converted immediately prior to the close of business on the date (the “**Conversion Date**”) that the Holder has complied with the requirements set forth in the immediately preceding paragraph. The Company will pay the consideration due in respect of the Conversion Obligation in cash

on the second Business Day immediately following the relevant Conversion Date. If more than one Convertible Note is surrendered for conversion at one time by the same Holder, the Conversion Obligation with respect to such Convertible Notes will be computed on the basis of the aggregate principal amount of the Convertible Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

The Conversion Agent will promptly notify the Company of any conversion on the Conversion Date for such conversion.

Any Convertible Notes as to which a Fundamental Change Repurchase Notice has been given may be converted pursuant to the third preceding paragraph only if the applicable Fundamental Change Repurchase Notice has been validly withdrawn in accordance with the terms of the Indenture, which are described above.

Neither the Company nor the Trustee, Notes Paying Agent and Conversion Agent make any recommendation as to whether Holders should elect to convert their Convertible Notes.

NOTES PAYING AGENT

The name and address of the Notes Paying Agent are as follows:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attn: Workflow Management – 5th Floor

E-mail: DTC@wilmingtontrust.com

CONVERSION AGENT

The name and address of the Conversion Agent are as follows:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attn: Workflow Management – 5th Floor

E-mail: DTC@wilmingtontrust.com

Delivery of any Fundamental Change Repurchase Notice, Withdrawal Notice, Notice of Conversion and all other required documents to an address other than as set forth above does not constitute valid delivery. Delivery of documents to DTC, the Trustee or the Company does not constitute delivery to the Notes Paying Agent or the Conversion Agent. The method of delivery of all documents, including Certificated Notes, is at the risk of the Holder. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. You must sign the Fundamental Change Repurchase Notice, Withdrawal Notice and Notice of Conversion in the appropriate space provided therefore, with signature guarantee if required, and complete the Form W-9 included herein or the applicable Form W-8.

No person has been authorized to give any information or to make any representations other than those contained in this Notice and, if given or made, such information or representations must not be relied upon as having been authorized. This Notice does not constitute an offer to buy or the solicitation of an offer to sell Convertible Notes in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of this Notice shall not under any circumstances create any implication that the information contained in this Notice is current as of any time subsequent to the date of such information. Neither the Company nor any of its respective affiliates, or any of its or their respective boards of directors, employees, advisors or representatives, or Wilmington Trust, National Association, in its role as Trustee, Notes Paying Agent or Conversion Agent, is making any representation or recommendation to any Holder as to whether or not to surrender for repurchase or convert (if at all) such Holder's Convertible Notes. You should consult your own financial and tax advisors and must make your own decision as to whether or not to surrender your Convertible Notes for repurchase or to exercise your conversion rights and, if you choose to exercise either of these rights, the amount of Convertible Notes to surrender or convert.

BACKUP WITHHOLDING

U.S. federal tax law requires that 24% of your payment be withheld under backup withholding rules unless: (i) you qualify for an exemption or (ii) you provide your correct taxpayer identification number (“**TIN**”) (generally your Social Security Number or Federal Employer Identification Number) and certain other required certifications. A Holder that is a “U.S. person” (as defined in the instructions to Internal Revenue Service (“**IRS**”) Form W-9) for federal income tax purposes may provide the required information and certifications by submitting the IRS Form W-9 included herein. Certain Holders, including most corporations, are not subject to backup withholding. A Holder that is not a “U.S. person” for federal income tax purposes may qualify as an exempt person for backup withholding purposes and may also demonstrate an exemption from, or reduction of withholding rate under certain nonresident withholding rules by submitting an IRS Form W-8BEN, Form W-8BEN-E or another version of Form W-8. Form W-8BEN, Form W-8BEN-E and other versions of Form W-8 may be obtained from the IRS website at www.irs.gov.

EXECUTION OF SUPPLEMENTAL INDENTURE

In connection with the Merger and pursuant to Sections 10.01 and 14.07(a) of the Indenture, the Company and the Trustee entered into the Supplemental Indenture providing that the Convertible Notes held by each Holder are convertible into the amount of cash which such Holder would have been entitled to receive upon consummation of the Merger had such Convertible Notes been converted into Common Stock immediately prior to the effective time of the Merger. A copy of the Supplemental Indenture is attached hereto as Exhibit D.

GENERAL

A copy of this Notice of Fundamental Change Repurchase Right, Conversion Rights and Execution of Supplemental Indenture is being sent to all Holders of record of the Convertible Notes as of November 26, 2025.

November 26, 2025

VERINT SYSTEMS INC.

FUNDAMENTAL CHANGE REPURCHASE NOTICE
Verint Systems Inc.
0.25% Convertible Senior Note due 2026

To: Paying Agent
Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attention: Workflow Management – 5th Floor

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Verint Systems Inc. (the “*Company*”) as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the registered holder hereof in accordance with Section 15.02 of the Indenture referred to in this Note (1) the entire principal amount of this Note, or the portion thereof (that is \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, if any, thereon to, but excluding, such Fundamental Change Repurchase Date.

In the case of Certificated Notes, the certificate numbers of the Notes to be repurchased are as set forth below:

Dated: _____

Signature(s)

Social Security or Other Taxpayer
Identification Number

Principal amount to be
repurchased (if less than all): \$____,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Form W-9
[See attached]

A-2

GENERAL INSTRUCTIONS TO THE FUNDAMENTAL CHANGE REPURCHASE NOTICE

1. ***Please do not send Convertible Note certificates directly to the Company.***

If you hold your Certificated Notes, your Convertible Note certificates, together with your signed and completed Fundamental Change Repurchase Notice, should be mailed, or otherwise delivered, to the Notes Paying Agent, at Wilmington Trust, National Association, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Workflow Management – 5th Floor.

2. ***Signature, Assignments and Medallion Stamp Requirements.***

If this Fundamental Change Repurchase Notice is signed by the registered Holder(s) of the Convertible Notes transmitted herewith, the signature(s) must correspond exactly with the name(s) of such registered Holder(s). If this Fundamental Change Repurchase Notice is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of companies or other persons acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority so to act must be submitted, and the signature(s) must be properly guaranteed by a commercial bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer, government securities broker, credit union, national securities exchange, registered securities association, clearing agency or savings association, and in each case such guarantor must be a member of or a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchanges Medallion Program.

If Convertible Notes or assignment(s) are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of companies or other persons acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority to so act must be submitted, and the signature(s) must be properly guaranteed by a commercial bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer, government securities broker, credit union, national securities exchange, registered securities association, clearing agency or savings association, and in each case such guarantor must be a member of or a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchanges Medallion Program.

3. ***Certificate or Check to be Issued in a Different Name.***

If a check is to be issued in a name other than that of the registered Holder(s) of the Convertible Notes, the related Convertible Note certificates must be properly endorsed or be accompanied by appropriate bond powers (which may consist of this Fundamental Change Repurchase Notice), properly executed by the registered Holder(s), so that such endorsement or bond powers are signed exactly as the name(s) of the registered Holder(s) appear on the Convertible Note certificates, and the signature(s) must be properly guaranteed by a commercial bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer, government securities broker, credit union, national securities exchange, registered securities association, clearing agency or savings association, and in each case such guarantor must be a member of or a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchanges Medallion Program.

If the Fundamental Change Repurchase Notice is signed by someone other than the registered owner, who is not a person described in the preceding paragraph, the Convertible Note certificates must be properly endorsed or be accompanied by appropriate bond powers (which may consist of this Fundamental Change Repurchase Notice), properly executed by the registered Holder(s), so that such endorsement or bond powers are signed exactly as the name(s) of the registered Holder(s) appear on the Convertible Notes, and the signature(s) must be properly guaranteed by a commercial bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer, government securities broker, credit union, national securities exchange, registered securities association, clearing agency or savings association, and in each case such guarantor must be a member of or a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchanges Medallion Program.

4. ***Joint Holders and Certificated Notes Registered in Different Names.***

If Convertible Notes that are Certificated Notes are delivered by joint Holders, all such persons must sign the Fundamental Change Repurchase Notice.

5. ***Lost or Destroyed Certificates for Securities.***

If your Convertible Note certificates have been either lost or destroyed, notify the Trustee of this fact promptly by contacting the Trustee at Wilmington Trust, National Association at one of the addresses set forth on the fourth page hereof. You will then be instructed as to the steps you must take in order to have your Convertible Notes repurchased. This Fundamental Change Repurchase Notice and related documents cannot be processed until the lost certificates procedures have been completed.

6. ***Questions on How to Submit Your Certificated Notes.***

Questions and requests for assistance on how to submit your Convertible Notes that are Certificated Notes, as well as requests for additional copies of this Fundamental Change Repurchase Notice should be directed to the Trustee at one of the following addresses:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attn: Workflow Management – 5th Floor
E-mail: DTC@wilmingtontrust.com

7. ***Backup and Nonresident Withholding.***

In order to avoid backup withholding of federal income tax on the cash received upon the surrender of Convertible Notes for repurchase, the Holder must, unless an exemption applies, provide his or her correct taxpayer identification number (“**TIN**”) on the Internal Revenue Service (“**IRS**”) Form W-9 included herein and certify, under penalties of perjury, that such number is correct and that he or she is not subject to backup withholding. The TIN for an individual is generally his or her social security number. If the correct TIN is not provided, the IRS may impose a penalty and payments made with respect to the surrendered Convertible Notes may be subject to backup withholding of 24%.

Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

Exempt persons (including, among others, most corporations) are not subject to backup withholding (although foreign persons may be subject to nonresident withholding unless certain requirements are met).

A foreign person may qualify as an exempt person for backup withholding purposes and may also demonstrate an exemption from certain nonresident withholding rules by submitting an IRS Form W-8BEN, Form W-8BEN-E or another version of Form W-8, signed under penalties of perjury, certifying such person’s foreign status. Non-U.S. persons should carefully read the instructions to the applicable IRS Form W-8 and, if applicable, complete the required information, sign and date the IRS Form W-8 and return the form. In certain cases, IRS Form W-8BEN or Form W-8BEN-E may not be the proper IRS form to be completed and returned, depending on the status of the foreign person claiming exemption from withholding. Form W-8BEN, IRS Form W-8BEN-E and other versions of Form W-8 may be obtained from the IRS website at <http://www.irs.gov>. A Holder of Convertible Notes should consult his or her tax advisor as to his or her qualification for an exemption from backup and nonresident withholding and the procedure for obtaining such exemptions.

WITHDRAWAL NOTICE

If you wish to exercise your option to withdraw a Fundamental Change Repurchase Notice previously given with respect to all or any portion of your 0.25% Convertible Senior Notes due April 15, 2026 (CUSIP Number 92343X AC4) (the “*Convertible Notes*”) of Verint Systems Inc. and you hold beneficial interests in the Convertible Notes held in global form pursuant to the book-entry transfer system of The Depository Trust Company (“*DTC*”), you should complete the appropriate instruction form pursuant to DTC’s book-entry system, deliver by book-entry delivery an interest in such Convertible Notes in global form and an agent’s message and follow such other directions as instructed by DTC and you do not need to complete and return this Withdrawal Notice. See “Notice of Withdrawal” in the Notice of Fundamental Change Repurchase Right, Conversion Rights and Execution of Supplemental Indenture, dated November 26, 2025 for a description of withdrawal procedures for beneficial interests in Convertible Notes owned through DTC’s book-entry system.

If you wish to withdraw a Fundamental Change Repurchase Notice with respect to your Convertible Notes that are Certificated Notes, this Withdrawal Notice **MUST BE RECEIVED** by Wilmington Trust, National Association (the “*Notes Paying Agent*”), at the address set forth below prior to 5:00 p.m., New York City time, on December 24, 2025.

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attn: Workflow Management – 5th Floor

Delivery of this Withdrawal Notice and all other required documents to an address other than as set forth above does not constitute valid delivery to the Notes Paying Agent. Delivery of documents to DTC or the Company does not constitute delivery to the Notes Paying Agent. The method of delivery of all documents is at the risk of the Holder. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. You must sign this Withdrawal Notice in the appropriate space provided therefor, with signature guarantee if required.

Ladies and Gentlemen:

ITEM A.				
DESCRIPTION OF CONVERTIBLE NOTES BEING WITHDRAWN				
Name and Address of Registered Holder	Certificates Withdrawn (Please fill in numbers and amounts and attach sheet if the space below is inadequate.)			
	Certificate Number(s)	Principal Amount	Principal Amount being Withdrawn (if less than all) (must be in integral multiples of \$1,000.00)	Principal Amount remaining subject to repurchase by the Company (if any) (must be in integral multiples of \$1,000.00)
			Total Principal Amount	Total Principal Amount
			\$ _____	\$ _____

ITEM B.
REQUIRED SIGNATURES

The signature(s) on this Withdrawal Notice must correspond exactly with the name(s) of the: (1) registered owner(s) of the Convertible Note certificate(s) being withdrawn, or (2) person(s) to whom each such certificate has been properly assigned and transferred, in which case evidence of transfer must accompany this Withdrawal Notice.

Dated: _____
 Signature: _____
 Signature: _____
 Telephone: () _____
 Social Security Number or
 Employer I.D.
 Number: _____

—
PLEASE SIGN HERE

CONFIRMATION OF EXERCISE OF WITHDRAWAL OPTION

The signature(s) of the Holder(s) above is confirmation that the Holder(s) is/are electing that such Convertible Notes described in Item A, above, shall be withdrawn from Holder's previously delivered Fundamental Change Repurchase Notice, and shall not be repurchased on the Fundamental Change Repurchase Date, as provided for in the Convertible Notes and in the Indenture.

GENERAL INSTRUCTIONS TO THE WITHDRAWAL NOTICE

1. *Signature, Assignments and Medallion Stamp Requirements.*

If this Withdrawal Notice is signed by the registered Holder(s) of the Convertible Notes transmitted herewith, the signature(s) must correspond exactly with the name(s) of such registered Holder(s). If this Withdrawal Notice is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of companies or other persons acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority so to act must be submitted, and the signature(s) must be properly guaranteed by a commercial bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer, government securities broker, credit union, national securities exchange, registered securities association, clearing agency or savings association, and in each case such guarantor must be a member of or a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchanges Medallion Program.

If Convertible Notes or assignment(s) are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of companies or other persons acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority to so act must be submitted, and the signature(s) must be properly guaranteed by a commercial bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer, government securities broker, credit union, national securities exchange, registered securities association, clearing agency or savings association, and in each case such guarantor must be a member of or a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchanges Medallion Program.

2. *Joint Holders and Note Certificates Registered in Different Names.*

If Convertible Notes that are Certificated Notes are withdrawn by joint Holders, all such persons must sign this Withdrawal Notice in Item B.

NOTICE OF CONVERSION

**Verint Systems Inc.
0.25% Convertible Senior Note due April 15, 2026**

To: Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attn: Workflow Management – 5th Floor

The undersigned registered owner of this Note hereby exercises the option to convert this Note, or the portion hereof (that is \$1,000 principal amount or an integral multiple thereof) below designated, into cash up to the principal amount of the Note to be converted and cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the Company’s election, in respect of the remainder, if any, of the Conversion Obligation for the amount in excess of the principal amount of the Note being converted, in accordance with the terms of the Indenture referred to in this Note, and directs that any cash payable and any shares of Common Stock issuable and deliverable upon such conversion, together with any cash for any fractional share, and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. If any shares of Common Stock or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any in accordance with Section 14.02(d) and Section 14.02(e) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

In the case of Certificated Notes, the certificate numbers of the Notes to be converted are set forth below.

Dated: _____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if shares of Common Stock are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be converted (if less than all): \$ _____,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Social Security or Other Taxpayer
Identification Number

SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE, dated as of November 26, 2025 (this “Supplemental Indenture”), between VERINT SYSTEMS INC., a Delaware corporation (the “Company”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee (the “Trustee”).

RECITALS OF THE COMPANY

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of April 9, 2021 (the “Indenture”), pursuant to which the Company issued its 0.25% Convertible Senior Notes due 2026 (the “Notes”);

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger, dated as of August 24, 2025 (the “Merger Agreement”), by and among the Company, Calabrio, Inc., a Delaware corporation (“Parent”), and Viking Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (“Merger Sub”), pursuant to which, and subject to the terms and conditions contained in the Merger Agreement, each share of common stock, par value \$0.001 per share, of the Company (a “Share”) (other than treasury shares, shares owned by Parent or Merger Sub and dissenting shares), will be converted into and shall thereafter represent only the right to receive \$20.50 in cash per Share (the “Merger Consideration”);

WHEREAS, the Merger Consideration is to be paid to each holder of Shares without interest thereon and less any applicable withholding taxes;

WHEREAS, the merger of Merger Sub with the Company, with the Company as the surviving entity (the “Merger”), has been consummated on the date hereof in accordance with the Merger Agreement, substantially concurrently with the execution and delivery of this Supplemental Indenture;

WHEREAS, the Merger constitutes a Fundamental Change and a Make-Whole Fundamental Change pursuant to the Indenture;

WHEREAS, in connection with the foregoing, Section 14.07(a) of the Indenture provides that the Company shall execute with the Trustee a supplemental indenture permitted under Section 10.01(i) of the Indenture providing that the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the Conversion Value (as defined below); and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the holders of the Notes:

**ARTICLE 1
DEFINITIONS**

Section 1.01. *General.* Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

**ARTICLE 2
AGREEMENT OF PARTIES**

Section 2.01. *Conversion of Notes.* In accordance with Sections 10.01(i) and 14.07 of the Indenture and the Officers' Certificate, dated November 26, 2025, from and after the date of this Supplemental Indenture, the right to convert each \$1,000 principal amount of Notes will be changed to a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to the Merger would have been entitled to receive upon the consummation of the Merger (the "Conversion Value"), which shall be cash equal to \$330.24 per \$1,000 principal amount of Notes based on a Conversion Rate of 16.1902. Notwithstanding the foregoing, Holders that elect to convert their Notes at any time from November 26, 2025 (being the effective date of the Merger) until the close of business on the Business Day immediately prior to the Fundamental Change Repurchase Date (the "Make-Whole Conversion Period") to be specified in a Fundamental Change Company Notice to be delivered in connection with the Merger, and such Holders shall be entitled to receive cash equal to \$330.24 per \$1,000 principal amount of converted Notes based on a Conversion Rate of 16.1902, which Conversion Rate, in accordance with Section 14.03 of the Indenture, shall not be adjusted as a result of the Merger. For the avoidance of doubt, Holders will not have the right to convert Notes into shares of Common Stock or other securities of the Company.

**ARTICLE 3
MISCELLANEOUS PROVISIONS**

Section 3.01. *Effectiveness; Construction.* This Supplemental Indenture shall become effective upon its execution and delivery by the Company and the Trustee as of the date hereof. Upon such effectiveness, the Indenture shall be supplemented in accordance herewith. Upon the execution of this Supplemental Indenture pursuant to Article 10 of the Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under the Indenture of the Trustee, the Company and the Holders shall hereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments and all the terms and conditions of the Supplemental Indenture shall be and be deemed to be part of the terms and conditions of the Indenture for any and all purposes. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 3.02. *Indenture Remains in Full Force and Effect.* Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03. *Trustee Matters.* The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording a right, privilege, protection, indemnity or benefit to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility or liability for the correctness of the same. The Trustee makes no representation as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture, the Merger, the Merger Agreement, the Merger Consideration, the determination or calculation of the Conversion Value, the Fundamental Change Company Notice or any other transaction or transaction document described or referred to herein.

Section 3.04. *Benefits of Indenture.* Nothing in this Supplemental Indenture, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Paying Agent, any Conversion Agent, any authenticating agent, any Note Registrar and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.05. *Severability.* In the event any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 3.06. *Headings, Etc.* The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.07. *Governing Law; Waiver of Jury Trial.* THIS SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF). EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.08. *Execution in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 3.09. *Electronic Signatures.* The words “execution,” “signed,” “signature,” and words of similar import in this Supplemental Indenture shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§7001-7006), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Trustee pursuant to procedures approved by the Trustee.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

VERINT SYSTEMS INC.

By: /s/ Grant Highlander
Name: Grant Highlander
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS
TRUSTEE

By: /s/ Latoya S. Elvin
Name: Latoya S. Elvin
Title: Vice President

[Signature Page to First Supplemental Indenture]