

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**SCHEDULE 13D  
(Amendment No. 6)**

**Under the Securities Exchange Act of 1934**

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**VERINT SYSTEMS INC.**  
(Name of Issuer)

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**Common Stock, par value \$0.001 per share**  
(Title of class of securities)

**92343X100**  
(CUSIP number)

**Shefali A. Shah, Esq.  
Comverse Technology, Inc.  
810 Seventh Avenue  
New York, NY 10019  
(212) 739-1000**

*with a copy to:*

**David E. Zeltner, Esq.  
Milbank, Tweed, Hadley & McCloy LLP  
1 Chase Manhattan Plaza  
New York, New York 10005**

(Name, address and telephone number of person authorized to receive notices and communications)

**May 30, 2012**  
(Date of event which requires filing of this statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

1.	NAME OF REPORTING PERSON:  COMVERSE TECHNOLOGY, INC.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS :  Not applicable	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e): <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION:  NEW YORK	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER:  27,170,776*
	8.	SHARED VOTING POWER:  - 0 -
	9.	SOLE DISPOSITIVE POWER:  27,170,776*
	10.	SHARED DISPOSITIVE POWER:  - 0 -
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON:  27,170,776*	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (EXCLUDES CERTAIN SHARES) : <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  54.33%*	
14.	TYPE OF REPORTING PERSON:  CO	

\* Assumes conversion of the Series A Preferred Stock (as defined in Item 5 herein) on the date of this Amendment. The percentage of class is calculated based upon 50,011,075 shares of common stock of Verint Systems Inc. (the "Common Stock") outstanding, representing 39,129,322 shares of Common Stock outstanding as of April 30, 2012 and approximately 10.88 million shares of Common Stock issuable to the Reporting Person assuming conversion of the Series A Preferred Stock, as reported by the Issuer in its Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on May 14, 2012.

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This Amendment No. 6 (this "Amendment") amends the Schedule 13D filed by Comverse Technology, Inc., a New York corporation (the "Reporting Person"), with the Securities and Exchange Commission (the "Commission") on June 1, 2007, as amended on July 19, 2010, January 11, 2011, January 14, 2011, May 17, 2011 and March 20, 2012 (as so amended, the "Schedule 13D"), and is being filed by the Reporting Person with respect to the common stock, par value \$0.001 per share (the "Common Stock"), of Verint Systems Inc., a Delaware corporation (the "Issuer"). Capitalized terms used herein but not defined shall have the meaning attributed to them in the Schedule 13D.

**Item 4. Purpose of Transaction.**

Item 4 is supplemented as follows:

On May 30, 2012, the Board of Directors of the Reporting Person (the "CTI Board") entered into a letter agreement with Cadian Capital Management, LLC ("Cadian Capital"), Cadian Fund LP, Cadian Master Fund LP and Cadian GP LLC (Cadian Capital, together with the aforementioned entities other than the Reporting Person and the Issuer being referred to collectively as the "Cadian Group") with respect to the solicitation for the election of director nominees of the Reporting Person at the upcoming election of directors at the Annual Meeting of Shareholders of the Reporting Person currently scheduled for June 28, 2012 (the "CTI AGM") by the Cadian Group pursuant to the proxy statement filed with the Commission on March 28, 2012, as amended to date.

Pursuant to the terms and conditions of such letter agreement, the parties agreed, among other things, that three nominees designated by Cadian Capital (the "CTI-Cadian Nominees") and acceptable to the Board of Directors of the Reporting Person (the "CTI Board") will replace Augustus Oliver, Theodore Schell and Mark Terrell, three members of the CTI Board who also currently serve as members of the Board of Directors of the Issuer (the "Verint Board"). The parties intend to identify and properly vet the CTI-Cadian Verint Nominees on or before June 15, 2012, subject to the approval of each nominee by each of the CTI Board and the Verint Board under the "Applicable Standard" (as defined below), and the Reporting Person agreed to (a) use reasonable best efforts to cause (i) the upcoming annual meeting of Issuer stockholders currently scheduled to be held on June 15, 2012 (the "Verint AGM") to be postponed to a date no later than July 2, 2012, (ii) each of Augustus Oliver, Theodore Schell and Mark Terrell to agree to not stand for reelection at the Verint AGM and (iii) the Issuer's definitive proxy statement filed with the Commission in connection with the Verint AGM to be amended to include the three CTI-Cadian Verint Nominees for election as directors of the Issuer and (b) vote all of the shares of common stock and preferred stock of the Issuer owned by the Reporting Person in favor of the election of the CTI-Cadian Verint Nominees at the Verint AGM.

If for any reason any CTI-Cadian Verint Nominee is unable to stand for election at the Verint AGM or the CTI Board and/or Verint Board does not accept any CTI-Cadian Verint Nominee prior to June 15, 2012, Cadian Capital will have the opportunity to recommend one or more substitute nominees for any such CTI-Cadian Verint Nominee for approval by each of the CTI Board and the Verint Board under the Applicable Standard. In the event a substitute nominee is not approved by the CTI Board and/or the Verint Board, the Reporting Person shall promptly use reasonable best efforts to cause the Issuer to identify potential individuals to act as a CTI-Cadian Verint Nominee, with such individuals being subject to vetting and approval by the independent directors of the Verint Board (none of whom shall include any directors designated by the Reporting Person or the Cadian Group) under the Applicable Standard. The Issuer is entitled to engage a nationally recognized search firm to assist in identifying such potential individuals. Upon the approval by the independent directors of the Verint Board, the Reporting Person shall use reasonable best efforts to cause the Issuer to use reasonable best efforts to promptly cause Augustus Oliver, Theodore Schell and/or Mark Terrell, to the extent such directors have not earlier resigned, to resign from the Verint Board contemporaneously with the appointment or election of the substitute CTI-Cadian Verint Nominee(s).

In the event that the Reporting Person causes the Issuer to remove any of the CTI-Cadian Verint Nominees who were elected to the Verint Board ("New Verint Directors") without the consent of Cadian Capital, or any New Verint Director nominated by Cadian Capital resigns for any reason during the term of the Letter Agreement, then Cadian Capital will designate a replacement nominee for approval by each of the CTI Board and the Verint Board under the Applicable Standard. The Reporting Person agrees to use reasonable best efforts to cause any such mutually agreed replacements to be nominated to the Verint Board as directors.

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For purposes herein, the “Applicable Standard” means, with respect to any decision of a board of directors or any individual director with regard to whether to approve or find acceptable any nominee or designee for election or appointment as a director, such board of directors or director acting reasonably and in good faith but in no event constrained from exercising its, his or her fiduciary duties.

In connection with the foregoing, each member of the Cadian Group agrees, among other things, that if a merger between CTI and Verint is proposed on terms and conditions that, in the reasonable business judgment of Cadian Capital acting in good faith, are fair and reasonable to, and in the best interests of, both CTI shareholders and Verint stockholders, it will vote all securities of CTI and Verint over which it has beneficial ownership in favor of such merger and publicly announce its intention to vote in favor of such merger.

The Letter Agreement also contains provisions regarding the CTI Board and the board of directors of Comverse, Inc., a wholly owned subsidiary of the Reporting Person.

The rights and obligations of the Cadian Group and the Reporting Person under the Letter Agreement (a) with respect to the CTI Board will terminate and be of no further force or effect in the event that the Cadian Group at any time ceases to own, in the aggregate, at least 1,000,000 shares of the Reporting Person’s common stock, (b) with respect to the Verint Board will terminate and be of no further force and effect (i) in the event that the Cadian Group ceases to own, in the aggregate, at least 1,000,000 shares of the Issuer’s common stock or (ii) in the event that the Reporting Person ceases to be the beneficial owner of a majority of the outstanding voting securities of the Issuer. In addition, the Letter Agreement will terminate and be of no further force or effect (x) from and after June 28, 2013 or (y) earlier, in the event that any member of the Cadian Group breaches in any material respect certain of its obligations under the Letter Agreement and such breach remains uncured after receipt of notice.

Notwithstanding the foregoing, the Reporting Person disclaims being a member of a group with any member of the Cadian Group.

The Reporting Person is exploring all options to maximize the value of its equity interests in the Issuer for the benefit of the shareholders of both the Reporting Person and the Issuer. The ultimate execution of any alternative will take into account a number of considerations, including, without limitation, tax efficiency and, depending upon the circumstances, the separate recommendation of the directors of the Issuer who are not members of the Issuer’s management or directors or officers of the Reporting Person. In this regard, the Reporting Person has engaged in discussions with a Special Committee of the Verint Board that does not include directors or officers of the Reporting Person concerning the possibility of a merger of the Reporting Person and the Issuer following the planned spin-off by the Reporting Person of Comverse, Inc., a subsidiary of the Reporting Person, through a distribution of the shares of Comverse, Inc. to the Reporting Person’s shareholders. Such discussions have been exploratory in nature and the Reporting Person does not currently have a plan or proposal to effect such a transaction and there can be no assurance that any such transaction will be effected.

Except as otherwise set forth in this Item 4, the Reporting Person currently has no plans or proposals of the type that would be required to be disclosed pursuant to this Item 4, although the Reporting Person may from time to time consider pursuing or proposing any or all of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Except as otherwise described in Item 4, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Accordingly, the information disclosed in Item 4 above is incorporated herein by reference.

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**Item 7. Material to be Filed as Exhibits.**

1. Letter Agreement, dated May 30, 2012, between Converse Technology, Inc. and Cadian Capital Management, LLC, Cadian Fund LP, Cadian Master Fund LP and Cadian GP LLC.

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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 31, 2012

COMVERSE TECHNOLOGY, INC.

By: /s/ Shefali A. Shah

Name: Shefali A. Shah

Title: Senior Vice President and General Counsel

DIRECTORS AND EXECUTIVE OFFICERS  
OF COMVERSE TECHNOLOGY, INC.

The name, residence or business address, title, present principal occupation or employment of each of the directors and executive officers of Comverse Technology, Inc. are set forth below.

<u>Name</u>	<u>Residence or Business Address</u>	<u>Occupation or Employment</u>	<u>Citizenship</u>
Susan D. Bowick (Director)	c/o Comverse Technology, Inc. 810 Seventh Avenue New York, NY 10019	Former Independent Consultant; former Executive at Hewlett-Packard Company	United States
Charles J. Burdick (Chairman of the Board)	810 Seventh Avenue New York, NY 10019	Chairman of the Board and Chief Executive Officer	United States; United Kingdom
Robert Dubner (Director)	c/o Comverse Technology, Inc. 810 Seventh Avenue New York, NY 10019	Independent Consultant	United States
Augustus K. Oliver (Director)	c/o Comverse Technology, Inc. 810 Seventh Avenue New York, NY 10019	Managing Member, Oliver Press Partners, LLC	United States
Theodore H. Schell (Director)	c/o Comverse Technology, Inc. 810 Seventh Avenue New York, NY 10019	Managing Director, Liberty Associated Partners LLP	United States
Mark C. Terrell (Director)	c/o Comverse Technology, Inc. 810 Seventh Avenue New York, NY 10019	Former Partner in Charge and Executive Director of KPMG's Audit Committee Institute	United States
Joel Legon	810 Seventh Avenue New York, NY 10019	Senior Vice President and Interim Chief Financial Officer	United States
Gabriel Matsliach	1025 Briggs Road Suite 100 Mt. Laurel, NJ 08054	Senior Vice President, Chief Product Officer	United States; Israel
Shefali A. Shah	810 Seventh Avenue New York, NY 10019	Senior Vice President, General Counsel and Corporate Secretary	United States
John Bunyan	810 Seventh Avenue New York, NY 10019	Senior Vice President, Strategy, Planning & Innovation	United States
Eric Koza	810 Seventh Avenue New York, NY 10019	Senior Vice President, Corporate Development and Financial Strategy	United States
Philippe Tartavull	200 Quannapowitt Parkway Wakefield, MA 01880	President and Chief Executive Officer and Director of Comverse, Inc.	United States; France
Aharon Levy	29 Habarzel Street Tel Aviv, Israel 69710	Senior Vice President, BSS General Manager of Comverse, Inc.	Israel
Oded Golan	29 Habarzel Street Tel Aviv, Israel 69710	Senior Vice President, Chief Operating Officer of Comverse, Inc.	Israel



May 30, 2012

Cadian Capital Management, LLC  
535 Madison Avenue, 36<sup>th</sup> Floor  
New York, NY 10022

Ladies and Gentlemen:

This letter confirms the understanding and agreement between Converse Technology, Inc., a New York corporation ("CTI"), on the one hand, and Cadian Capital Management, LLC ("Cadian Capital"), Cadian Fund LP, Cadian Master Fund LP and Cadian GP LLC (Cadian Capital, together with the aforementioned entities other than CTI being referred to collectively herein as the "Cadian Group"), on the other hand, as follows:

1. It is our mutual understanding that three nominees (the "CTI-Cadian Verint Nominees") designated by Cadian Capital and acceptable to the CTI Board under the "Applicable Standard" (as defined in Section 11 below) should replace Augustus Oliver, Theodore Schell and Mark Terrell on the Board of Directors (the "Verint Board") of Verint Systems Inc. ("Verint"). In furtherance of the foregoing:

(a) On or before June 15, 2012, the CTI-Cadian Verint Nominees shall be identified by Cadian Capital, who shall qualify as "independent" pursuant to NASDAQ Stock Market ("NASDAQ") listing standards and who have relevant financial and business experience, subject to the approval of each nominee by each of the CTI Board and the Verint Board under the Applicable Standard. CTI acknowledges and agrees to (i) use reasonable best efforts (including, if and to the extent required, acting by written consent and taking all such other actions as are necessary or appropriate in consideration therewith under Delaware law, the rules and regulations of the Securities and Exchange Commission (the "SEC") and the listing standards of NASDAQ) to cause (A) the upcoming annual meeting of Verint stockholders currently scheduled to be held on June 15, 2012 (including any postponement, suspension or adjournment thereof, the "Verint AGM") to be postponed to a date no later than July 2, 2012, (B) each of Augustus Oliver, Theodore Schell and Mark Terrell to agree to not stand for reelection at the Verint AGM and (C) the Verint definitive proxy statement filed with the SEC in connection with the Verint AGM to be amended to include the three CTI-Cadian Verint Nominees for election as directors of Verint and (ii) vote all of the shares of common stock and preferred stock of Verint owned by it, which represent a majority of the voting securities



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of Verint, in favor of the election of the CTI-Cadian Verint Nominees at the Verint AGM. For purposes of clarification, if one or two (but not three) CTI-Cadian Verint Nominees are approved for nomination for election as directors at the Verint AGM, clause (a)(i)(C) above shall be deemed to refer to such one or two CTI-Verint Nominees and clause (a)(i)(B) above shall be deemed to refer to the first one or first two of the three directors listed therein.

(b) If for any reason any CTI-Cadian Verint Nominee shall be unable to stand for election at the Verint AGM or the CTI Board and/or Verint Board does not accept any CTI-Cadian Verint Nominee prior to June 15, 2012, Cadian Capital shall have the opportunity to recommend one or more substitute nominees for any such CTI-Cadian Verint Nominee, who shall qualify as “independent” pursuant to NASDAQ listing standards and have relevant financial and business experience, for approval by each of the CTI Board and the Verint Board under the Applicable Standard. In the event a substitute nominee is not approved by the CTI Board and/or the Verint Board, CTI shall promptly use reasonable best efforts to cause Verint to identify potential individuals to act as a CTI-Cadian Verint Nominee, with such individuals being subject to vetting and approval by the independent directors of the Verint Board (none of whom shall include any directors designated by CTI or Cadian) under the Applicable Standard. Verint may engage, at its own expense, a nationally recognized search firm to assist in identifying such potential individuals to act as a substitute CTI-Cadian Verint Nominee. Upon the approval by the independent directors of the Verint Board of any substitute CTI-Cadian Verint Nominee, CTI shall use reasonable best efforts to cause Verint to use reasonable best efforts (including, if and to the extent required, acting by written consent and taking all such other actions as are necessary or appropriate in consideration therewith under Delaware law, the rules and regulations of the SEC and the listing standards of NASDAQ) to promptly cause Augustus Oliver, Theodore Schell and/or Mark Terrell, to the extent such directors have not earlier resigned, to resign from the Verint Board contemporaneously with the appointment or election of the substitute CTI-Cadian Verint Nominee(s) identified pursuant to this paragraph 1(b) as their replacements (*i.e.*, one director resignation for each replacement).

2. In the event that CTI, acting in its capacity as the majority voting stockholder of Verint, causes Verint to remove any of the CTI-Cadian Verint Nominees who were elected to the Verint Board (“New Verint Directors”) without the consent of Cadian Capital, or any New Verint Director nominated by Cadian Capital resigns for any reason during the term of this letter agreement, then Cadian Capital shall designate a replacement nominee or nominees, who shall qualify as “independent” pursuant to NASDAQ listing standards and have relevant financial and business experience, for approval by each of the CTI Board and the Verint Board (*i.e.*, by action of a majority of the directors at a meeting at which a quorum is present) under the Applicable Standard. In the event Cadian Capital does not designate a replacement nominee or a replacement nominee is not approved by the CTI Board and/or the Verint Board, CTI shall promptly use reasonable best efforts to cause Verint to identify potential individuals to act as a replacement nominee, with such individuals being subject to vetting and approval by the Verint Board under the Applicable Standard. Verint may engage, at its own expense, a nationally recognized search firm to assist in identifying such potential individuals to act as a substitute

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replacement nominee. Upon the approval by the Verint Board of any replacement nominee, CTI agrees to use reasonable best efforts (including, if and to the extent required, acting by written consent and taking all such other actions as are necessary or appropriate in consideration therewith under Delaware law, the rules and regulations of the SEC and the listing standards of NASDAQ) to cause any such replacements to be nominated to the Verint Board as directors.

3. CTI agrees that, by action as the sole stockholder of Comverse, Inc., a Delaware corporation (“CNS”), immediately prior to the planned distribution of shares of CNS to its shareholders for the purpose of becoming an independent public company (the “Spin-Off”), CTI will cause the board of directors of CNS (the “CNS Board”) to be comprised of seven directors, one of whom shall be the chief executive officer of CNS, three of whom shall be designated by the CTI Board (which three shall be Charles Burdick, Susan Bowick and Mark Terrell), and three of whom shall be designated by Cadian Capital (which three shall be James Budge, Steven Andrews and Doron Inbar, each of whom as of the date hereof are reasonably acceptable to the CTI Board to serve as directors of the CNS Board; provided, however, that if any facts or circumstances arise after the date hereof which the CTI Board determines under the Applicable Standard make any Cadian Capital designee unacceptable to serve on the CNS Board, Cadian Capital shall recommend one or more substitute nominees, who shall qualify as “independent” pursuant to NASDAQ listing standards and have relevant financial and business experience, for approval by the CTI Board under the Applicable Standard. The persons designated by Cadian Capital and added to the CNS Board as described above are collectively referred to as the “New CNS Directors”).

4. In the event that either the Spin-Off has not occurred by October 31, 2012 or CTI has publicly announced that the Spin-Off is delayed beyond October 31, 2012 or announced its intent to abandon the Spin-Off at any time prior to October 31, 2012, CTI shall use reasonable best efforts (subject to New York law, the rules and regulations of the SEC and the listing standards of NASDAQ) to cause (a) the CTI Board to be immediately expanded and for each of James Budge, Steven Andrews and Doron Inbar to be promptly appointed to the CTI Board to fill such vacancies, subject to each aforementioned nominee being properly vetted and approved by the CTI Board under the Applicable Standard and (b) each of Augustus Oliver, Theodore Schell and Robert Dubner to resign from the CTI Board by the earlier of (i) the consummation of the Spin-Off and (ii) January 31, 2013. Any designee so elected to the CTI Board is referred to herein as a “New CTI Director”).

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5. Each member of the Cadian Group agrees that:

(a) in connection with the Annual Meeting of Shareholders of CTI currently scheduled for June 28, 2012 (including any postponement, suspension or adjournment thereof, the "CTI AGM"), (i) it will withdraw its letter to the Company dated March 28, 2012, (ii) notify the SEC that it shall not proceed with a solicitation of its nominees for election at the CTI AGM, (iii) will cause its affiliates and associates to, immediately abandon its solicitation for the election of its or any other person's nominees as directors of CTI other than those nominees proposed by CTI in connection with the CTI AGM, (iv) it will not, and will cause its affiliates and associates not to, solicit for or in any way participate in, directly or indirectly, the election of directors at the CTI AGM, and (v) will vote all securities of CTI over which they have beneficial ownership in favor of the slate of directors named in CTI's proxy statement filed in connection with the CTI AGM;

(b) it will vote all securities of CTI over which it has beneficial ownership in favor of the Spin-Off and publicly announce its intention to vote in favor of the Spin-Off; provided, that the terms and conditions of the Spin-Off are, in the reasonable business judgment of Cadian Capital, fair and reasonable to, and in the best interests of, CTI shareholders; and

(c) if a merger between CTI and Verint is proposed on terms and conditions that, in the reasonable business judgment of Cadian Capital acting in good faith, are fair and reasonable to, and in the best interests of, both CTI shareholders and Verint stockholders, it will vote all securities of CTI and Verint over which it has beneficial ownership in favor of such merger and publicly announce its intention to vote in favor of such merger.

6. Any person who is proposed by the Cadian Group for designation as a director for the CNS Board shall have reasonable access to (a) the chief executive officer of CTI and CNS during normal business hours and (b) material, non-public information relating to CNS provided to the CTI Board, in each case, provided that such person (x) executes and delivers a confidentiality agreement in form and substance reasonably satisfactory to CTI and (y) reasonably requests such access or information in writing and such access to the chief executive officer or information are not unreasonably burdensome to, or unreasonably disrupt, the operations of, CTI or CNS.

7. In consideration of the foregoing, CTI agrees that it will reimburse up to \$300,000 of the reasonable, out-of-pocket and documented expenses (including the Cadian Group's fees and expenses of its currently retained counsel and proxy solicitation firm) of the Cadian Group that have been actually incurred by the Cadian Group since March 2012 in connection with its solicitation for the election of its nominees as directors of CTI at the CTI AGM.

8. The rights and obligations of Cadian and CTI hereunder (a) with respect to the Comverse Board shall terminate and be of no further force or effect in the event that the Cadian Group at any time ceases to own, in the aggregate, at least 1,000,000 shares of CTI common stock, (b) with respect to the Verint Board shall terminate and be of no further force and effect (i)

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in the event that the Cadian Group ceases to own, in the aggregate, at least 1,000,000 shares of Verint common stock or (ii) in the event that CTI ceases to be the beneficial owner of a majority of the outstanding voting securities of Verint. In addition, this letter agreement shall terminate and be of no further force or effect (x) from and after June 28, 2013 or (y) earlier, in the event that any member of the Cadian Group breaches in any material respect its obligations under Section 5 hereof and fails to cure such breach within five business days after Cadian Capital receives written notice of such breach from CTI, which notice shall provide reasonable specificity as to the nature of such breach.

9. Each member of the Cadian Group hereby acknowledges that it is aware that the United States securities laws prohibit any person who has material, non public information with respect to CTI, Verint or CNS from transacting in the securities of CTI, Verint and, following the Spin-Off, CNS or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to transact in such securities. Each member of the Cadian Group agrees to comply with such laws and recognizes that CTI, Verint and CNS would be damaged by its non-compliance. In addition, as a condition to serving on the CTI Board, the Verint Board or the CNS Board, each Cadian designee will agree that for so long as such designee is a member of such board, as applicable, such designee shall be bound in the same manner as existing directors with such company's internal policies, including any policies relating to insider trading, it being understood that such policies may restrict such designee's communications with other members of the Cadian Group concerning information with respect to CTI, Verint or CNS, as applicable.

10. No later than the first business day after the execution and deliver of this letter agreement, each of CTI and the Cadian Group will issue a press release announcing the matters referred to herein, with the CTI press release being substantially in the form attached hereto as Exhibit A and the Cadian Group press release being substantially in the form attached hereto as Exhibit B, with the final version of each such press release being subject to the consent (not to be unreasonably withheld) of the non-issuing party. Furthermore, the Cadian Group acknowledges and agrees that CTI and Verint may each disclose the matters set forth in this letter agreement in a Current Report on Form 8-K or in other filings with the SEC as and to the extent required by applicable securities laws or requested by the SEC.

11. For purposes hereof, the term "Applicable Standard" shall mean, with respect to any decision of a board of directors or any individual director with regard to whether to approve or find acceptable any nominee or designee for election or appointment as a director, such board of directors or director acting reasonably and in good faith but in no event constrained from exercising its, his or her fiduciary duties.

12. This letter agreement contains the entire agreement among the parties concerning the subject matter of this letter agreement and supersedes all prior agreements and understandings with respect to such subject matter.

13. (a) Each member of the Cadian Group, for itself and for its members, officers, directors, assigns, agents and successors, past and present, hereby agrees and confirms that, effective from and after the date of this letter agreement, hereby acknowledges full and complete

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satisfaction of, and covenant not to sue, and forever fully release and discharge CTI, and each controlling person, officer, director, shareholder, agent, affiliate, employee, partner, attorney, heir, assign, executor, administrator, predecessor and successor, past and present, of CTI (CTI and each such person being an “CTI Released Person”) of, and agrees to hold each CTI Released Person harmless from, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, attorneys’ fees, expenses, suits, losses and causes of action of any nature whatsoever, whether known or unknown, suspected or unsuspected (collectively, “Claims”) that the Cadian Group may have against the CTI Released Persons, in each case with respect to events occurring prior to the date of the execution of this letter agreement in respect of solicitations for election of directors at the CTI AGM.

(b) CTI, for itself and for its affiliates, officers, directors, assigns, agents and successors, past and present, hereby agrees and confirms that, effective from and after the date of this letter agreement, hereby acknowledges full and complete satisfaction of, and covenants not to sue, and forever fully releases and discharges each member of the Cadian Group and each controlling person, officer, director, stockholder, agent, affiliate, employee, partner, attorney, heir, assign, executor, administrator, predecessor and successor, past and present, thereof, as well as each director designated by Cadian Capital hereunder (the Cadian Group and each such person being a “Shareholder Released Person”) of, and agrees to hold each Shareholder Released Person harmless from, any and all Claims of any nature whatsoever, whether known or unknown, suspected or unsuspected, that CTI may have against the Shareholder Released Persons, in each case with respect to events occurring prior to the date of the execution of this letter agreement in respect of solicitations for election of directors at the CTI AGM.

(c) The parties intend that the foregoing releases be broad with respect to the matter released, provided, however, these releases of Claims shall not include claims to enforce the terms of this letter agreement.

14. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this letter agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this letter agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the courts within the State of New York, City of New York.

15. This letter agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same letter agreement.

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If the foregoing is acceptable, kindly sign and return a duplicate copy of this letter agreement to the undersigned.

Very truly yours,

COMVERSE TECHNOLOGY, INC.

By: /s/ Charles Burdick

Name: Charles Burdick

Title: Chairman of the Board

*[Signature Page to Cadian Letter Agreement]*

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AGREED TO BY:

CADIAN CAPITAL MANAGEMENT, LLC

By: /s/ Eric Bannasch  
Name: Eric Bannasch  
Title: Managing Member

CADIAN FUND LP

By: /s/ Eric Bannasch  
Name: Eric Bannasch  
Title: Managing Member

CADIAN MASTER FUND LP

By: /s/ Eric Bannasch  
Name: Eric Bannasch  
Title: Managing Member

CADIAN GP LLC

By: /s/ Eric Bannasch  
Name: Eric Bannasch  
Title: Managing Member

*[Signature Page to Cadian Letter Agreement]*