
**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): July 27, 2010

VERINT SYSTEMS INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of
Incorporation)

001-34807

(Commission File Number)

11-3200514

(IRS Employer Identification No.)

330 South Service Road, Melville, New York

(Address of Principal Executive Offices)

11747

(Zip Code)

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

None

(Former name or former address if changed since last report.)

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:

- 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))
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Item 1.01 Entry into a Material Definitive Agreement

On July 27, 2010, Verint Systems Inc. (“Verint”) entered into Amendment No. 3 (the “Amendment”) to the Credit Agreement, dated as of May 25, 2007, as amended, among Verint, Credit Suisse AG, Cayman Islands Branch, as administrative agent, and the lenders from time to time party thereto (the “Credit Agreement”). Among other things, the Amendment (i) changes the method of calculation of the applicable interest rate margin to be based on Verint’s consolidated leverage ratio (Consolidated Total Debt to Consolidated EBITDA (each as defined in the Credit Agreement)) from time to time, (ii) adds a 1.50% LIBOR floor, (iii) increases the aggregate amount of incremental revolving commitment and term loan increases permitted under the Credit Agreement from \$50,000,000 to \$200,000,000, and (iv) makes certain changes to the negative covenants, including providing covenant relief with respect to the permitted consolidated leverage ratio.

In addition, on July 30, 2010, Verint entered into an Incremental Amendment and Joinder Agreement (the “Joinder Agreement”) to the Credit Agreement increasing the revolving credit commitments under the Credit Agreement from \$15,000,000 to \$75,000,000.

The descriptions of the Amendment and the Joinder Agreement are qualified in their entirety by reference to each of the Amendment and the Joinder Agreement, copies of which are attached as Exhibits 10.1 and 10.2 hereto, respectively, and are incorporated herein by reference.

Item 8.01 Other Events.

Dismissal of SEC Section 12(j) Proceeding

Verint previously reported that on March 3, 2010, the Securities and Exchange Commission (“SEC”) issued an Order Instituting Proceedings pursuant to Section 12(j) of the Securities Exchange Act of 1934 to suspend or revoke the registration of Verint’s common stock because of Verint’s previous failure to file certain annual and quarterly reports. On May 28, 2010, Verint entered into an agreement in principle with the SEC’s Division of Enforcement regarding the terms of a settlement of the Section 12(j) proceeding, which agreement was subject to approval by the SEC. On June 18, 2010, Verint satisfied the requirements of such agreement and subsequently submitted an Offer of Settlement to the SEC. On July 28, 2010, the SEC issued an Order accepting Verint’s Offer of Settlement and dismissing the Section 12(j) proceeding.

Termination of Interest Rate Swap

Also, on July 30, 2010 Verint terminated the interest rate swap it entered into in May 2007 in connection with entry into the Credit Agreement that had effectively fixed Verint’s interest exposure with respect to \$450,000,000 of the term loans thereunder at a 5.18% interest rate. To terminate the interest rate swap prior to its May 2011 maturity, Verint paid approximately \$21.7 million to the counterparty, representing the approximate present value of the expected remaining quarterly settlement payments that otherwise were to have been due from Verint thereafter.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
10.1	Amendment No. 3 to Credit Agreement, dated July 27, 2010, to the Credit Agreement, dated as of May 25, 2007, as amended, among Verint, Credit Suisse AG, Cayman Islands Branch, as administrative agent, and the lenders from time to time party thereto.
10.2	Incremental Amendment and Joinder Agreement, dated July 30, 2010, to the Credit Agreement, dated as of May 25, 2007, as amended, among Verint, Credit Suisse AG, Cayman Islands Branch, as administrative agent, and the lenders from time to time party thereto.

SIGNATURES

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.

Verint Systems Inc.

Date: August 2, 2010

By: /s/ Douglas E. Robinson
Name: Douglas E. Robinson
Title: Chief Financial Officer

EXHIBIT INDEX

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10.2	Incremental Amendment and Joinder Agreement, dated July 30, 2010, to the Credit Agreement, dated as of May 25, 2007, as amended, among Verint, Credit Suisse AG, Cayman Islands Branch, as administrative agent, and the lenders from time to time party thereto.

AMENDMENT NO. 3 TO CREDIT AGREEMENT

AMENDMENT dated as of July 27, 2010 (this “**Amendment**”) to the Credit Agreement dated as of May 25, 2007 (as heretofore amended or modified, the “**Credit Agreement**”) among VERINT SYSTEMS INC. (the “**Borrower**”), the LENDERS from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch), as Administrative Agent (the “**Administrative Agent**”).

WHEREAS, the parties hereto desire to amend the Credit Agreement to, among other things, (i) change the method of calculation of the Applicable Margin, (ii) increase the aggregate amount of Incremental Term Loans and Revolving Credit Commitment Increases permitted under the Credit Agreement and (iii) make certain changes to the negative covenants.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

Section 2. *Section 1.1 (Defined Terms).* Section 1.1 of the Credit Agreement is amended as follows:

(a) the following definitions are inserted in appropriate alphabetical order:

“Effective Yield”: as to any Loans, the effective all-in-yield on such Loans as determined by the Administrative Agent, taking into account the applicable interest rate margins, any interest rate floors or similar devices and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (x) the weighted average life to maturity of such Loans and (y) the four years following the date of incurrence thereof) payable generally to lenders making such Loans, but excluding any arrangement, structuring or other fees payable in connection therewith that are not generally shared with the relevant lenders and customary consent fees paid generally to consenting lenders. For the Revolving Credit Facility, calculations of effective all-in-yield shall assume that the Revolving Credit Commitments are fully drawn.

“Third Amendment Effective Date”: the “Effective Date” as defined in Amendment No. 3 to Credit Agreement, dated as of July 27, 2010.

(b) the definition of “Applicable Margin” is amended and restated in its entirety to read as follows:

“Applicable Margin”: for each Type of Loan for any day, the rate per annum based on the Consolidated Leverage Ratio as of the relevant date of determination according to the following pricing grid:

	Consolidated Leverage Ratio	Base Rate Loans	Eurodollar Loans
Category 1	Greater than 3:00:1:00	3.25%	4.25%
Category 2	Greater than 2:75:1:00 but less than or equal to 3:00:1:00	3.00%	4.00%
Category 3	Greater than 2:50:1:00 but less than or equal to 2:75:1:00	2.75%	3.75%
Category 4	Less than or equal to 2:50:1:00	2.50%	3.50%

Each change in the Applicable Margin resulting from a change in the Consolidated Leverage Ratio shall be effective with respect to all relevant Loans and Letters of Credit outstanding on and after the date of delivery to the Administrative Agent of the financial statements and certificates required by Section 6.1(a) or (b) and Section 6.2(b), respectively, indicating such change until the date immediately preceding the next date of delivery of such financial statements and certificates indicating another such change. Notwithstanding the foregoing, from the Third Amendment Effective Date until the Borrower shall have delivered the financial statements and certificates required by Section 6.1(b) and Section 6.2(b), respectively, for the period ended July 31, 2010, the Consolidated Leverage Ratio shall be deemed to be in Category 3 for purposes of determining the Applicable Margin. In addition, (a) at any time during which the Borrower has failed to deliver the financial statements and certificates required by Section 6.1(a) or (b) and Section 6.2(b), respectively, or (b) at any time after the occurrence and during the continuance of an Event of Default, the Consolidated Leverage Ratio shall be deemed to be in Category 1 for purposes of determining the Applicable Margin.

If any financial statement or Compliance Certificate delivered pursuant to Section 6.1 or 6.2, respectively, is inaccurate (regardless of whether this Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an “Applicable Period”) than the Applicable Margin applied for such Applicable Period, then (i) the Borrower shall immediately deliver to the Administrative Agent a corrected financial statement and a corrected Compliance Certificate for such Applicable Period, (ii) the Applicable Margin shall be determined based on the corrected Compliance Certificate for such Applicable Period, and (iii) the Borrower shall immediately pay to the Administrative Agent (for the account of the applicable Lenders during the Applicable Period or their successors and assigns) the accrued additional interest owing as a result of such increased Applicable Margin for such Applicable Period. This paragraph shall not limit the rights of the Administrative Agent or the Lenders with respect to Section 2.15(c) and Section 8 hereof, and shall survive the termination of this Agreement.

(c) the definition of “Base Rate” is amended and restated in its entirety to read as follows:

“Base Rate”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Eurodollar Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that, for the avoidance of doubt, the Eurodollar Rate for any day shall be based on the rate determined on such day at approximately 11:00 A.M., London time, by reference to the British Bankers’ Association Interest Settlement Rates for deposits in Dollars (as set forth by any service selected by the Administrative Agent which has been nominated by the British Bankers’ Association as an authorized vendor for the purpose of displaying such rates) (which rate on any day shall not be less than 1.5% per annum). For purposes hereof: “Prime Rate” shall mean the prime lending rate as set forth on the Reuters Telerate Page 5 (or such other comparable publicly available page as may, in the reasonable opinion of the Administrative Agent after notice to the Borrower, replace such page for the purpose of displaying such rate if such rate no longer appears on the Reuters Telerate page 5), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually available. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, respectively.

(d) the definition of “Commitment Fee Rate” is amended and restated in its entirety to read as follows:

“Commitment Fee Rate”: 3/4 of 1% per annum.

(e) the definition of “Eurodollar Rate” is amended by inserting the following sentence at the end thereof:

Notwithstanding the foregoing, the Eurodollar Rate on any day shall not be less than 1.5% per annum.

(f) the definition of “Permitted Acquisition” is amended and restated in its entirety to read as follows:

“Permitted Acquisition”: an acquisition or any series of related acquisitions by the Borrower or any of its Subsidiaries (including any merger where the Borrower or any of its Subsidiaries is the surviving entity) of (a) all or substantially all of the assets or a majority of the outstanding voting Capital Stock or economic interests of a Person or (b) any division, line of business or other business unit of a Person (such Person or such division, line of business or other business unit of such Person shall be referred to herein as the “Permitted Acquisition Target”), in each case that is a type of business (or assets used in a type of business) permitted to be engaged in pursuant to Section 7.15, so long as (i) no Default or Event of Default shall then exist or would exist after giving effect thereto, (ii) for any acquisition for an aggregate consideration greater than \$10,000,000, the Borrower shall demonstrate to the reasonable satisfaction of the Administrative Agent that, both at the time of the proposed acquisition and after giving effect to the acquisition on a pro forma basis, the Borrower is in compliance with the covenant set forth in Section 7.1, (iii) for any acquisition for an aggregate consideration greater than \$10,000,000, the Administrative Agent shall have received (A) a description of the material terms of such acquisition, (B) upon request, audited financial statements (or, if unavailable, management-prepared financial statements) of the Permitted Acquisition Target for its two most recent fiscal years and for any fiscal quarters ended within the fiscal year to date for which financial statements are readily available and (C) upon request, consolidated projected income statements of the Borrower and its Subsidiaries (giving effect to such acquisition), all in form and substance reasonably satisfactory to the Administrative Agent and (iv) such acquisition shall not be a “hostile” acquisition and shall have been approved by the Board of Directors or similar governing body and/or shareholders or other equity holders of the Permitted Acquisition Target.

(g) the definition of “Permitted Refinancing” is amended by deleting the word “and” at the end of clause (ii) thereof, replacing the period at the end of clause (iii) thereof with “; and” and inserting the following clause (iv) at the end thereof:

(iv) if such Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Obligations, such extension, refinancing, renewal, replacement, defeasance or refunding Indebtedness shall be subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders, taken as a whole, as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

(h) the definitions of “Requisite Financial Statements” and “Requisite Ratings” are deleted in their entirety.

Section 3. *Section 2.24 (Incremental Credit Extensions)*. Section 2.24 of the Credit Agreement is amended by (i) replacing the reference to “\$50,000,000” with a reference to “\$200,000,000” and (ii) inserting the following at the end of the fourth sentence thereof:

(provided that (1) if, following the incurrence of any Incremental Term Loans, the aggregate amount of Incremental Term Loans and Revolving Credit Commitment Increases would exceed \$50,000,000, then (x) if the Effective Yield for such Incremental Term Loans as of the date of incurrence of such Incremental Term Loans exceeds the Effective Yield then applicable to any tranche of outstanding Term Loans or Incremental Term Loans (the amount of such excess being referred to herein as the “Term Loan Yield Differential”), then the Applicable Margin then in effect for such Term Loans and Incremental Term Loans shall automatically be increased by the Term Loan Yield Differential at each level in the pricing grid, effective upon the making of the Incremental Term Loans and (y) the weighted average life to maturity of the Incremental Term Loans shall be no shorter than the weighted average life to maturity of the Term Loans and (2) if, following the effectiveness of any Revolving Credit Commitment Increase, the aggregate amount of Revolving Credit Commitments would exceed \$75,000,000, then if the Effective Yield for the Revolving Credit Commitments effected pursuant to such Revolving Credit Commitment Increase as of the effective date of such Revolving Credit Commitment Increase exceeds the sum of the Effective Yield then applicable to any tranche of outstanding Term Loans or Incremental Term Loans and 0.50% (the amount of such excess being referred to herein as the “Revolving Credit Yield Differential”), then the Applicable Margin then in effect for such Term Loans and Incremental Term Loans shall automatically be increased by the Revolving Credit Yield Differential at each level in the pricing grid, effective upon the effectiveness of the Revolving Credit Commitment Increase).

Section 4. *Sections 6.1 and 6.2 (Financial Statements and Certificates; Other Information)*. Each instance of the parenthetical phrase “(except, until such time as clause (ii) of the definition of “Applicable Margin” has been satisfied, with respect to the impact of matters disclosed on Schedule 4.1)” in Sections 6.1 and 6.2 of the Credit Agreement is deleted in its entirety.

Section 5. *Section 7.1 (Consolidated Leverage Ratio)*. The table appearing in Section 7.1 of the Credit Agreement is amended and restated in its entirety to read as follows:

Fiscal Quarter	Consolidated Leverage Ratio
July 31, 2007	6.00 to 1.00
October 31, 2007	6.00 to 1.00
January 31, 2008	5.50 to 1.00
April 30, 2008	5.50 to 1.00
July 31, 2008	5.50 to 1.00
October 31, 2008	5.50 to 1.00
January 31, 2009	4.50 to 1.00
April 30, 2009	4.50 to 1.00
July 31, 2009	4.50 to 1.00
October 31, 2009	4.50 to 1.00
January 31, 2010	3.50 to 1.00
April 30, 2010	3.50 to 1.00
July 31, 2010	3.50 to 1.00
October 31, 2010	3.50 to 1.00
January 31, 2011	3.50 to 1.00
April 30, 2011	3.50 to 1.00
July 31, 2011	3.50 to 1.00
October 31, 2011	3.50 to 1.00
January 31, 2012 and thereafter	3.00 to 1.00

Section 6. *Section 7.2 (Limitation on Indebtedness)*. Paragraph (j) of Section 7.2 of the Credit Agreement is amended and restated in its entirety to read as follows:

unsecured or subordinated Indebtedness of the Borrower having no scheduled principal payments or prepayments prior to the later of the Term Loan Maturity Date and the latest maturity date of any Incremental Term Loans at such time and any Permitted Refinancing thereof; provided that at the time of the incurrence of such Indebtedness (i) no Default or Event of Default exists or will exist after giving effect to incurrence of such Indebtedness or the use of proceeds thereof and (ii) the Borrower would be in compliance with the covenant set forth in Section 7.1 determined on a pro forma basis as of the last day of the most recently ended fiscal quarter for which the Borrower's consolidated financial statements have been delivered hereunder; provided further that the sum of (i) the aggregate amount of Indebtedness incurred to finance Permitted Acquisitions of entities which are not or do not become Subsidiary Guarantors, after giving effect to any such Permitted Acquisition and (ii) the aggregate amount of Permitted Acquisition Indebtedness of Subsidiaries that are not Subsidiary Guarantors, shall not exceed \$25,000,000; provided further that such aggregate limitation shall be increased to \$50,000,000 at any time when the Consolidated Leverage Ratio as at the last day of the most recent fiscal quarter for which the Borrower's consolidated financial statements have been delivered hereunder and after giving pro forma effect to any incurrence or assumption of such Indebtedness is less than 3.00 to 1.00; provided further that (A) notwithstanding anything herein to the contrary, such Indebtedness shall not at any time benefit from any guarantee other than an unsecured or subordinated guarantee by a Subsidiary Guarantor and (B) if subordinated, such Indebtedness and each such guarantee shall be subordinated in right of payment to the Obligations on terms and pursuant to documentation reasonably satisfactory to the Administrative Agent;

Section 7. *Representations of the Borrower*. The Borrower represents and warrants that:

(a) the representations and warranties of the Loan Parties set forth in Section 4 of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the date hereof, except in each case to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date;

(b) no Default or Event of Default has occurred and is continuing as of the date hereof;

(c) each Loan Party has the corporate power and authority, and the legal right, to make, deliver and perform this Agreement and the other Loan Documents as modified hereby. Each Loan Party has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except for such as have been obtained or made and are in full force and effect and filings in respect hereof required under the Exchange Act. This Amendment has been duly executed and delivered on behalf of each Loan Party. This Amendment constitutes, and each Loan Document as modified hereby constitutes, a legal, valid and binding obligation of each Loan Party that is a party hereto or thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(d) the execution, delivery and performance of this Amendment and the Loan Documents as modified hereby will not violate any Requirement of Law or any material Contractual Obligation of the Borrower or any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such material Contractual Obligation (other than the Liens created by the Security Documents); and

(e) the Borrower has previously received Corporate Ratings from each of Moody's and S&P and has previously delivered to the Administrative Agent the Requisite Financial Statements (as defined in the Credit Agreement as in effect immediately prior to giving effect to this Amendment).

Section 8. *Effectiveness*. This Amendment shall become effective on the first date on which all of the following conditions have been satisfied (such date, the "**Effective Date**"):

(a) the Administrative Agent shall have received from the Borrower, each Subsidiary Guarantor and the Required Lenders an executed counterpart hereof or other written confirmation (in form satisfactory to the Administrative Agent) that such party has signed a counterpart hereof;

(b) the Administrative Agent shall have received from Verint Video Solutions Inc. ("**Verint Video**"), as Grantor, an executed counterpart of an amendment substantially in the form attached hereto as Exhibit A (the "**Mortgage Amendment**") to that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement dated as of July 24, 2007 (the "**Existing Mortgage**");

(c) the Administrative Agent shall have received from the Borrower a fee for the account of each Lender that has executed and delivered a signature page hereto to the Administrative Agent no later than 5:00 p.m. (New York time) on July 26, 2010 (or such later deadline, if any, as may be agreed to by the Borrower and indicated by the Administrative Agent to the Lenders for receipt of signatures) in an amount equal to 10 basis points of the sum of such Lender's outstanding principal amount of Term Loans and Revolving Credit Commitment (whether used or unused) immediately prior to the effectiveness of this Amendment;

(d) any fees and expenses owing by the Borrower to the Administrative Agent (or its affiliates), as separately agreed to in writing by the Borrower and the Administrative Agent (or its affiliates) and invoiced to the Borrower in reasonable detail prior to the date hereof, shall have been paid in full;

(e) the Administrative Agent shall have received a written opinion of Jones Day, counsel to the Borrower and its Subsidiaries, dated as of the date hereof, in form and substance reasonably satisfactory to the Administrative Agent; and

(f) the Administrative Agent shall have received such certificates, resolutions or other documents of the Loan Parties as the Administrative Agent may reasonably require in connection herewith, including all documents and certificates it may reasonably request relating to (i) the organization, existence and good standing of each Loan Party, (ii) the corporate or other authority for and validity of this Amendment and each Loan Document as modified hereby and (iii) the incumbency of the officers of each Loan Party executing this Amendment, and other matters relevant hereto, all in form and substance reasonably satisfactory to the Administrative Agent.

Section 9. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Section 10. *Consent to Mortgage Amendment.* Each Loan Party and each Lender party hereto hereby consents to the Administrative Agent and Verint Video entering into the Mortgage Amendment.

Section 11. *Confirmation of Guaranties and Security Interests.* By signing this Amendment, each Loan Party hereby confirms that (i) the obligations of the Loan Parties under the Credit Agreement as modified hereby and the other Loan Documents (including the Existing Mortgage, as modified by the Mortgage Amendment) constitute Obligations, (ii) the Secured Parties are entitled to the benefits of the guaranties and the security interests set forth or created in the Guarantee and Collateral Agreement and the other Loan Documents (including the Existing Mortgage, as modified by the Mortgage Amendment) and (iii) notwithstanding the effectiveness of the terms hereof, the Guarantee and Collateral Agreement and the other Loan Documents (including the Existing Mortgage, as modified by the Mortgage Amendment) are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects.

Section 12. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 13. *Loan Document.* This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement.

Section 14. *Cover Page.* On the Effective Date, the cover page to the Credit Agreement will be replaced with the cover page attached hereto as Exhibit B, and the Persons listed as Agents on such cover page shall be assigned the titles appearing therein.

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

BORROWER

VERINT SYSTEMS INC.

By: /s/ Douglas Robinson
Name: Douglas Robinson
Title: Chief Financial Officer

SUBSIDIARY GUARANTORS

VERINT VIDEO SOLUTIONS INC.
VERINT AMERICAS INC.
(f/k/a Witness Systems, Inc.)
VERINT WITNESS SYSTEMS LLC
(f/k/a Witness Systems, LLC)
VERINT BLUE PUMPKIN SOFTWARE LLC
(f/k/a Blue Pumpkin Software, LLC)

By: /s/ Douglas Robinson
Name: Douglas Robinson
Title: Treasurer

ADMINISTRATIVE AGENT

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Administrative Agent

By: /s/ Jay Chall
Name: Jay Chall
Title: Director

By: /s/ Christopher Reo Day
Name: Christopher Reo Day
Title: Associate

LENDER

Ares Enhanced Loan Investment Strategy III, Ltd.,

Ares Enhanced Loan Investment Strategy III, Ltd.

By: Ares Enhanced Loan Management III, L.P., its
Portfolio Manager

By: Ares Enhanced Loan III GP, LLC, its General
Partner

By: /s/ Americo Casella

Name: Americo Casella

Title: Vice President

LENDER

Ares Institutional Loan Fund B.V.,

Ares Institutional Loan Fund B.V.

By: Ares Management Limited, as Manager

By: /s/ Americo Casella

Name: Americo Casella

Title: Vice President

LENDER

Ares XII CLO Ltd.,

Ares XII CLO Ltd.,

By: Ares CLO Management XIII, L.P., its Asset
Manager

By: Ares CLO GP XIII, LLC., its General Partner

By: /s/ Americo Casella

Name: Americo Casella

Title: Vice President

LENDER

ARES ENHANCED CREDIT OPPORTUNITIES FUND LTD.,
ARES ENHANCED CREDIT OPPORTUNITIES FUND LTD.

By: ARES ENHANCED CREDIT OPPORTUNITIES
FUND MANAGEMENT, L.P., ITS MANAGER

By: ARES ENHANCED CREDIT OPPORTUNITIES
FUND MANAGEMENT, GP, LLC, AS GENERAL
PARTNER

By: /s/ Seth J. Brufsky

Name: Seth J. Brufsky
Title: Vice President

LENDER

Confluent 2 Limited,
Confluent 2 Limited

By: Ares Private Account Management I, L.P., as Sub-
Manager

By: Ares Private Account Management I GP, LLC, its
General Partner

By: /s/ Americo Casella

Name: Americo Casella
Title: Vice President

LENDER

Future Fund Board of Guardians

By: Ares Enhanced Loan Investment Strategy
Advisor IV, L.P., its Investment Manager (on behalf
of the Elis IV Sub Account)

By: Ares Enhanced Loan Investment Strategy
Advisor IV GP, LLC, its General Partner

By: /s/ Americo Casella

Name: Americo Casella
Title: Vice President

LENDER

SEI Institutional Managed Trust Enhanced Income Fund,

SEI Institutional Managed Trust Enhanced Income Fund

By: Ares Management LLC, as Portfolio Manager

By: /s/ Americo Casella

Name: Americo Casella
Title: Vice President

LENDER

Sei Institutional Investments Trust Enhanced LIBOR
Opportunities Fund,

Sei Institutional Investments Trust Enhanced LIBOR
Opportunities Fund

By: Ares Management LLC, as Portfolio Manager

By: /s/ Americo Casella

Name: Americo Casella
Title: Vice President

LENDER

Barclays Bank PLC,

By: /s/ Tina Wong

Name: Tina Wong

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Essex Park CDO Ltd.

By: Blackstone Debt Advisors L.P. as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Inwood Park CDO Ltd.

By: Blackstone Debt Advisors L.P., as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Lafayette Square CDO Ltd.

By: Blackstone Debt Advisors L.P., as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Monument Park CDO Ltd.

By: Blackstone Debt Advisors L.P., as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Prospect Park CDO Ltd.

By: Blackstone Debt Advisors L.P., as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Credit Suisse Loan Funding LLC

By: /s/ Barry Zamore
Name: Barry Zamore
Title: Managing Director

By: /s/ Sathish Shanthan
Name: Sathish Shanthan
Title: Authorized Signatory

LENDER

Arizona State Retirement System
By: Credit Suisse Alternative Capital, Inc., its
Investment Adviser

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Atrium CDO

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Atrium II

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Atrium III

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Atrium IV

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Atrium V

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Atrium VI

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Bentham Wholesale Syndicated Loan Fund
By: Credit Suisse Alternative Capital, Inc., as Agent
(Sub Advisor) for Challenger Investment Services
Limited, the Responsible Entity for Bentham
Wholesale Syndicated Loan Fund

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

BA/CSCredit1 LLC
By: Credit Suisse Alternative Capital, Inc., as
Investment Manager duly appointed by Verizon
Investment Management Corp. in its capacity as
Managing Member of BA/CSCredit1 LLC

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Castle Garden Funding

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Revolving Credit Lender

By: /s/ James Moran

Name: James Moran

Title: Managing Director

By: /s/ Christopher Reo Day

Name: Christopher Reo Day

Title: Associate

LENDER

Credit Suisse Dollar Senior Loan Fund, Ltd.

By: Credit Suisse Alternative Capital Inc., as
Investment Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

CSAM Funding I

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

CSAM Funding II

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

CSAM Funding III

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

CSAM Funding IV

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Madison Park Funding I, Ltd,

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Madison Park Funding II, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Madison Park Funding III, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Madison Park Funding IV, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Madison Park Funding V, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Madison Park Funding VI, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Empyrean Investments, LLC

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Anthony Hynes

Name: Anthony Hynes

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Foothill CLO I, Ltd.

By: The Foothill Group, Inc.,
as attorney-in-fact,

By: /s/ Greg Apkarian

Name: Greg Apkarian

Title: Managing Member

If a second signature is required:

By: _____

Name:

Title:

LENDER

The Foothill Group, Inc.,

By: /s/ Greg Apkarian

Name: Greg Apkarian
Title: Vice President

If a second signature is required:

By: _____

Name:
Title:

LENDER

First Trust/Four Corners Senior Floating Rate Income
Fund

By: Four Corners Capital Management, LLC As Sub-
Adviser

By: /s/ Kapil Singh

Name: Kapil Singh, CFA
Title: Senior Vice President

LENDER

First Trust/Four Corners Senior Floating Rate Income
Fund

By: Four Corners Capital Management, LLC As Sub-
Adviser

By: /s/ Kapil Singh

Name: Kapil Singh, CFA
Title: Senior Vice President

LENDER

SFR, Ltd.

By: Four Corners Capital Management, LLC As
Collateral Manager

By: /s/ Kapil Singh

Name: Kapil Singh, CFA

Title: Senior Vice President

LENDER

General Electric Capital Corporation,

By: /s/ Jeff Skinner

Name: Jeff Skinner

Title: Duly Authorized Signatory

LENDER

Golden Gate Capital SPV, Ltd.

By: /s/ Rob Stobo

Name: Rob Stobo

Title: Manager

If a second signature is required:

By: _____

Name:

Title:

LENDER

GGC Finance Partnership, LP

By: /s/ Rob Stobo

Name: Rob Stobo
Title: Trader

If a second signature is required:

By: _____

Name:
Title:

LENDER

GoldenTree Loan Opportunities III, Limited

By: GoldenTree Asset Management, LP

By: /s/ William D. Christian

Name: William D. Christian
Title: Chief Operating Officer

LENDER

GoldenTree Loan Opportunities IV, Ltd.

By: GoldenTree Asset Management, LP

By: /s/ William D. Christian

Name: William D. Christian
Title: Chief Operating Officer

LENDER

GoldenTree Loan Opportunities V, Limited

By: GoldenTree Asset Management, LP

By: /s/ William D. Christian

Name: William D. Christian
Title: Chief Operating Officer

LENDER

GoldenTree Leverage Loan Financing I, Ltd.
By: GoldenTree Leverage Loan Manager, LLC

By: /s/ William D. Christian
Name: William D. Christian
Title: Chief Operating Officer

LENDER

GoldenTree Credit Opportunities Financing I, Limited
By: GoldenTree Asset Management, LP

By: /s/ William D. Christian
Name: William D. Christian
Title: Chief Operating Officer

LENDER

GoldenTree Capital Opportunities, LP
By: GoldenTree Asset Management, LP

By: /s/ William D. Christian
Name: William D. Christian
Title: Chief Operating Officer

LENDER

ABS Loans 2007 Limited, a subsidiary of Goldman
Sachs Institutional Funds II PLC,

By: /s/ Keith Rothwell

Name: Keith Rothwell

Title: Authorized Signatory

If a second signature is required:

By: /s/ Simon Firbank

Name: Simon Firbank

Title: Authorized Signatory

LENDER

Callidus Debt Partners CLO Fund VI, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Chief Operating Officer

LENDER

Callidus Debt Partners CLO Fund VII, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Chelsea Park CLO Ltd.
By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

FM Leveraged Capital Fund I
By: GSO/Blackstone Debt Funds Management LLC
as Subadviser to FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

FM Leveraged Capital Fund II
By: GSO/Blackstone Debt Funds Management LLC
as Subadviser to FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

FriedbergMilstein Private Capital Fund I
By: GSO/Blackstone Debt Funds Management LLC
as Subadviser to FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Gale Force 1 CLO, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Gale Force 3 CLO, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Gale Force 4 CLO, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Gale Force 2 CLO, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Hudson Straits CLO 2004, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Maps CLO Fund II, Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Riverside Park CLO Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Tribeca Park CLO Ltd.

By: GSO/Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Gulf Stream-Compass CLO 2004-1, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Gulf Stream-Compass CLO 2005-1, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Gulf Stream-Compass CLO 2005-II, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Gulf Stream-Sextant CLO 2006-1, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Gulf Stream-Rashinban CLO 2006-1, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Gulf Stream-Sextant CLO 2007-1, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Gulf Stream-Compass CLO 2007, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

Neptune Finance CCS, Ltd.
By: Gulf Stream Asset Management LLC As
Collateral Manager

By: /s/ Barry K. Love
Name: Barry K. Love
Title: Chief Credit Officer

LENDER

Bushnell Loan Fund II, Ltd.

By: /s/ Patrick M. Cook

Name: Patrick M. Cook

Title: Assistant Vice President

If a second signature is required:

By: _____

Name:

Title:

LENDER

The Hartford Mutual Funds, Inc., on behalf of The
Hartford Floating Rate Fund

By: Hartford Investment Management Company, Its
Sub-advisor

By: /s/ Michael Pineav

Name: Michael Pineav

Title: Vice President

If a second signature is required:

By: _____

Name:

Title:

LENDER

Stedman Loan Fund II, Ltd.

By: /s/ Patrick M. Cook
Name: Patrick M. Cook
Title: Assistant Vice President

If a second signature is required:

By: _____
Name:
Title:

LENDER

Armstrong Loan Funding, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post
Name: Jason Post
Title: Operations Director

If a second signature is required:

By: _____
Name:
Title:

LENDER

Brentwood CLO Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Eastland CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Gleneagles CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Grayson CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Greenbriar CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Jasper CLO Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Highland Credit Opportunities CDO Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Highland Loan Funding V Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Southfork CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Liberty CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Loan Funding IV LLC

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Loan Funding VII LLC

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Longhorn Credit Funding, LLC

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Red River CLO Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Rockwall CDO II Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Rockwall CDO Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Stratford CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Manager

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

Westchester CLO, Ltd.

By: Highland Capital Management, L.P., As
Collateral Servicer

By: Strand Advisors, Inc., Its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

If a second signature is required:

By: _____

Name:

Title:

LENDER

BLT 2009 — 1 Ltd.

By: INVESCO Senior Secured Management, Inc. As
Collateral Manager

By: /s/ John Hayes

Name: John Hayes

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

CELTS CLO 2007 — 1 LTD

By: INVESCO Senior Secured Management, Inc. As
Portfolio Manager

By: /s/ John Hayes

Name: John Hayes

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

DIVERSIFIED CREDIT PORTFOLIO LTD.

By: INVESCO Senior Secured Management, Inc. As
Investment Advisor

By: /s/ John Hayes

Name: John Hayes

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Hudson Canyon Funding II Subsidiary Holding
Company II LLC

By: INVESCO Senior Secured Management, Inc. As
Collateral Manager & Attorney In Fact

By: /s/ John Hayes

Name: John Hayes

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Invesco Floating Rate Fund
By: INVESCO Senior Secured Management, Inc.
As Sub-Adviser

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Lehman Commercial Paper Inc.,

By: /s/ Randall Braunfeld
Name: Randall Braunfeld
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Genesis CLO 2007-2 Ltd, by LLCP Advisors LLC as
Collateral Manager

By: /s/ Steven Hatman

Name: Steven Hatman

Title: Vice President

LENDER

Confluent 3 Limited

By: INVESCO Senior Secured Management, Inc.
As Investment Manager

By: /s/ John Hayes

Name: John Hayes

Title: Authorized Signatory

If a second signature is required:

By: _____

Name:

Title:

LENDER

Invesco Prime Income Trust

By: INVESCO Senior Secured Management, Inc.
As Sub-Advisor

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Invesco Van Kampen Dynamic Credit Opportunities Fund

By: INVESCO Senior Secured Management, Inc.
As Sub-Advisor

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Invesco Van Kampen Senior Loan Fund
By: INVESCO Senior Secured Management, Inc.
As Sub-Adviser

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Invesco Van Kampen Senior Loan Fund
By: INVESCO Senior Secured Management, Inc.
As Sub-Adviser

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Qualcomm Global Trading, Inc.
By: Invesco Senior Secured Management, Inc.
As Investment Adviser

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

Zodiac Fund — Morgan Stanley US Senior Loan Fund
By: Morgan Stanley Investment Management Inc.
as Investment Manager
By: Invesco Senior Secured Management, Inc.
As Sub Investment Manager

By: /s/ John Hayes
Name: John Hayes
Title: Authorized Signatory

If a second signature is required:

By: _____
Name:
Title:

LENDER

LightPoint CLO V Ltd. as a Lender

By: Neuburger Berman Fixed Income, LLC as
Collateral Manager for the Lender

By: /s/ Ann E. O'Halloran

Name: Ann E. O'Halloran

Title: Vice President

If a second signature is required:

By: _____

Name:

Title:

LENDER

LightPoint CLO II, Ltd. as a Lender

By: Neuburger Berman Fixed Income, LLC as
Collateral Manager for the Lender

By: /s/ Ann E. O'Halloran

Name: Ann E. O'Halloran

Title: Vice President

If a second signature is required:

By: _____

Name:

Title:

LENDER

LightPoint CLO IV, Ltd. as a Lender
By: Neuburger Berman Fixed Income, LLC as
Collateral Manager for the Lender

By: /s/ Ann E. O'Halloran
Name: Ann E. O'Halloran
Title: Vice President

If a second signature is required:

By: _____
Name:
Title:

LENDER

LightPoint CLO VIII, Ltd. as a Lender
By: Neuburger Berman Fixed Income, LLC as
Collateral Manager for the Lender

By: /s/ Ann E. O'Halloran
Name: Ann E. O'Halloran
Title: Vice President

If a second signature is required:

By: _____
Name:
Title:

LENDER

MainStay VP Floating Rate Portfolio, a series of MainStay VP Series Fund, Inc.

By: New York Life Investment Management LLC,
its Investment Manager

By: /s/ John P. Cibbarelli
Name: John P. Cibbarelli
Title: Managing Director

If a second signature is required:

By: _____
Name:
Title:

LENDER

MainStay VP Floating Rate Fund, a series of Eclipse Funds, Inc.

By: New York Life Investment Management LLC,
its Investment Manager

By: /s/ John P. Cibbarelli
Name: John P. Cibbarelli
Title: Managing Director

If a second signature is required:

By: _____
Name:
Title:

LENDER

New York Life Insurance and Annuity Corporation
By: New York Life Investment Management LLC,
its Investment Manager

By: /s/ John P. Cibbarelli
Name: John P. Cibbarelli
Title: Managing Director

If a second signature is required:

By: _____
Name:
Title:

LENDER

New York Life Insurance Company

By: /s/ John P. Cibbarelli
Name: John P. Cibbarelli
Title: Managing Director

If a second signature is required:

By: _____
Name:
Title:

LENDER

PIONEER FLOATING RATE TRUST

By: /s/ Jonathan Sharkey
Name: Jonathan Sharkey
Title: Portfolio Manager

If a second signature is required:

By: _____
Name:
Title:

LENDER

PPM Monarch Bay Funding LLC,

By: /s/ Stacy Lai
Name: Stacy Lai
Title: Assistant Vice President

If a second signature is required:

By: _____
Name:
Title:

LENDER

PPM Grayhawk, CLO, Ltd.

By: /s/ Chris Kappas
Name: Chris Kappas
Title: Managing Director

LENDER

Serves 2006-1, Ltd

By: /s/ Chris Kappas

Name: Chris Kappas

Title: Managing Director

LENDER

Ameriprise Certificate Company

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Assistant Vice President

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Cent CDO 10 Limited

By: Columbia Management Investment Advisers,
LLC, fka RiverSource Investments, LLC As Collateral
Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Cent CDO 12 Limited

By: Columbia Management Investment Advisers,
LLC, fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Cent CDO 14 Limited

By: Columbia Management Investment Advisers,
LLC, fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Cent CDO XI Limited

By: Columbia Management Investment Advisers, LLC,
fka RiverSource Investments, LLC As Collateral
Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Centurion CDO 8 Limited

By: Columbia Management Investment Advisers, LLC,
fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Centurion CDO VI, Ltd.

By: Columbia Management Investment Advisers, LLC,
fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Centurion CDO VII Limited

By: Columbia Management Investment Advisers, LLC,
fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Cent CDO 15 Limited

By: Columbia Management Investment Advisers, LLC,
fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Assistant Vice President

If a second signature is required:

By: N/A

Name:

Title:

LENDER

Centurion CDO 9 Limited

By: Columbia Management Investment Advisers, LLC,
fka RiverSource Investments, LLC

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

If a second signature is required:

By: N/A

Name:

Title:

LENDER

RiverSource Bond Series, Inc. — RiverSource Floating
Rate Fund

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Assistant Vice President

If a second signature is required:

By: N/A
Name:
Title:

LENDER

RiverSource Strategic Allocation Series, Inc. —
RiverSource Strategic Income Allocation Fund

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Assistant Vice President

If a second signature is required:

By: N/A
Name:
Title:

LENDER

Cortina Funding,

By: /s/ Arlene Arellano

Name: Arlene Arellano

Title: Authorized Signatory

If a second signature is required:

By: N/A

Name:

Title:

LENDER

WM Pool — Fixed Interest Trust No. 7

By: Shenkman Capital Management, Inc., as Investment
Manager

By: /s/ Richard H. Weinstein

Name: Richard H. Weinstein

Title: Executive Vice President

LENDER

BSA Commingled Endowment Fund, LP,

By: Shenkman Capital Management, Inc., as Investment
Manager

By: /s/ Richard H. Weinstein

Name: Richard H. Weinstein

Title: Executive Vice President

LENDER

BSA Retirement Plan for Employees

By: Shenkman Capital Management, Inc., as Investment
Manager

By: /s/ Richard H. Weinstein

Name: Richard H. Weinstein

Title: Executive Vice President

LENDER

GMAM Group Pension Trust I

By: State Street Bank & Trust Company as Trustee For
GMAM Group Pension Trust I

By: /s/ Michael Rex

Name: Michael Rex

Title: Client Service Officer

LENDER

VZBFI L.P.,

By: /s/ Roy Kelvin

Name: Roy Kelvin

Title: CFO

If a second signature is required:

By: _____
Name:
Title:

Each of the persons listed on Annex A, Severally but not jointly, as Lender

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Robert J. Toner
Name: Robert J. Toner
Title: Vice President and Counsel

Verint Systems Inc.
Annex A

UMC Benefit Board, Inc.

Hiscox Insurance Company (Bermuda) Ltd

Hiscox Syndicate 33

Symetra Life Insurance Company

Wellington Trust Company, National Association Multiple Common Trust Funds Trust-
Opportunistic Fixed Income Allocation Portfolio

Alterra Insurance Limited

Stellar Performer Global Series W — Global Credit

SunAmerica Senior Floating Rate Fund, Inc.

United America Indemnity, Ltd

Wellington Trust Company, National Association Multiple Common Trust Funds Trust,
Opportunistic Investment Portfolio

LENDER

WhiteHorse I, Ltd.

By: WhiteHorse Capital Partners, L.P. As collateral
manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Ethan Underwood _____

Name: Ethan Underwood

Title: Manager

If a second signature is required:

By: _____

Name:

Title:

LENDER

WhiteHorse III, Ltd.

By: WhiteHorse Capital Partners, L.P. As collateral
manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Ethan Underwood _____

Name: Ethan Underwood

Title: Manager

If a second signature is required:

By: _____

Name:

Title:

Exhibit A- Mortgage Amendment

AFTER RECORDING, PLEASE RETURN TO:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Real Estate Department

AMENDMENT NO. 1 TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND
FINANCING STATEMENT

THIS AMENDMENT NO. 1 TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND FINANCING STATEMENT (this "**Amendment**") is made as of the 27th day of July, 2010 (the "**Amendment Date**") between Verint Video Solutions Inc., a Nevada corporation, ("**Grantor**"), having an address at 330 South Service Road, Melville, New York, 11747, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch) as Administrative Agent for the Secured Parties, having an address at One Madison Avenue, New York, NY 10010 (together with any successors or assigns, the "**Beneficiary**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (the "**Credit Agreement**") among Verint Systems Inc. (the "**Borrower**"), the lenders time to time party thereto and the Beneficiary, as administrative agent, dated as of May 25, 2007 (as amended, supplemented, replaced, restated, substituted or otherwise modified), the Secured Parties agreed to make available to Borrower certain loans and other financial accommodations to Borrower and letters of credit for the account of Borrower.

WHEREAS, Grantor wished to provide further assurance and security to the Beneficiary and the Secured Parties and as a condition to the Beneficiary and the Lenders executing the Credit Agreement, the Beneficiary and the Secured Parties required that Grantor grant to the Beneficiary, on behalf of the Secured Parties, a security interest in and a mortgage upon the Trust Property, to secure all of Grantor's obligations under that certain Guarantee and Collateral Agreement made by the Borrower, certain of the Borrower's subsidiaries and Beneficiary (as successor to Lehman Commercial Paper Inc. ("**Lehman**")), dated as of May 25, 2007 (the "**Guarantee and Collateral Agreement**"), that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement (the "**Deed of Trust**") made by Grantor to The Public Trustee of the County of La Plata, Colorado, Edward J. Murray, as trustee, for the use and benefit of the Beneficiary (as successor to Lehman), dated as of July 24, 2007 and recorded with the La Plata County Clerk on August 27, 2007 as Reception No. 963266 and the other Loan Documents.

WHEREAS, pursuant to Amendment No. 3 to Credit Agreement, among the Borrower, the Lenders, and Credit Suisse AG, Cayman Islands Branch dated July 27, 2010, the parties agreed to modify the aggregate amount of the Incremental Term Loans and the Revolving Credit Commitment Increases (as each term is defined in the Credit Agreement) such that the Term Loan Commitments and Revolving Credit Commitments may be increased to an aggregate of \$865,000,000.

WHEREAS, Grantor and Beneficiary desire to modify the Deed of Trust pursuant to the terms of this Amendment, and confirm that the Deed of Trust remains in full force and effect, as modified by this Amendment;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Deed of Trust.

2. Amendments.

The final paragraph in the Granting Clauses of the Deed of Trust is hereby replaced by the following:

This Deed of Trust covers present and future advances and re-advances, in the aggregate amount of the obligations secured hereby, made by the Secured Parties for the benefit of Grantor, and the lien of such future advances and re-advances shall relate back to the date of this Deed of Trust; provided, however, that the maximum unpaid loan indebtedness secured hereby, exclusive of interest thereon, shall not exceed \$865,000,000.

3. Confirmation of Lien. The Grantor affirms the liens and security interests granted in the Deed of Trust and confirms that the Deed of Trust secures, without limitation, the obligations under the Guarantee and Collateral Agreement. The Grantor agrees that the Deed of Trust remains unchanged, except as described in Section 2 hereto, and is in full force and effect and is hereby ratified and confirmed. Nothing contained herein or in any other document relating to the Credit Agreement shall constitute or be construed as a novation of any of the obligations and liabilities secured by the Deed of Trust.

4. Miscellaneous. (a) The Grantor represents and warrants that, to the Grantor's knowledge, as of the Amendment Date (i) the representations and warranties of the Grantor set forth in the Deed of Trust are true in all material respects, and (ii) no Event of Default has occurred and be continuing.

(b) This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same instrument.

(c) The Grantor hereby confirms that it has no defenses or offsets with respect to its obligations under the Deed of Trust, as modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

VERINT VIDEO SOLUTIONS INC.

By: /s/ Douglas Robinson

Name: Douglas Robinson

Title: Treasurer

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 23 day of July, 2010 by Douglas Robinson on behalf of VERINT VIDEO SOLUTIONS INC.

/s/ Patricia C. Amend

Notary Public

My Commission Expires: 10/23/2010

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
(formerly known as Credit Suisse, Cayman Islands Branch), as
Successor Agent and Administrative Agent for the Secured
Parties, as Beneficiary

By: /s/ Jay Chall
Name: Jay Chall
Title: Director

By: /s/ Christopher Reo Day
Name: Christopher Reo Day
Title: Associate

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 26th day of July, 2010 by Jay Chall, Director and Christopher Reo Day on behalf of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH.

/s/ Majorie E. Bull

Notary Public

My Commission Expires: February 20, 2011

CREDIT AGREEMENT

among

**VERINT SYSTEMS INC.,
as Borrower,**

**The Several Lenders
from Time to Time Parties Hereto,**

**CREDIT SUISSE SECURITIES (USA) LLC,
RBC CAPITAL MARKETS**

and

**DEUTSCHE BANK SECURITIES INC.,
as Co-Lead Arrangers,**

**CREDIT SUISSE SECURITIES (USA) LLC,
RBC CAPITAL MARKETS**

and

**DEUTSCHE BANK SECURITIES INC.
as Joint Bookrunners,**

**DEUTSCHE BANK SECURITIES INC.,
as Syndication Agent,**

**ROYAL BANK OF CANADA,
as Documentation Agent,**

and

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent**

Dated as of May 25, 2007

INCREMENTAL AMENDMENT AND JOINDER AGREEMENT

INCREMENTAL AMENDMENT AND JOINDER AGREEMENT (this “**Agreement**”) dated as of July 30, 2010 relating to the Credit Agreement dated as of May 25, 2007 (as heretofore amended or modified, the “**Credit Agreement**”) among VERINT SYSTEMS INC. (the “**Borrower**”), the LENDERS from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch), as Administrative Agent (the “**Administrative Agent**”).

RECITALS:

WHEREAS, the Borrower has, by notice to the Administrative Agent dated July 29, 2010 delivered pursuant to Section 2.24 of the Credit Agreement (the “**Notice**”) (a copy of which notice is attached as Exhibit A hereto), requested an increase in the amount of the Revolving Credit Commitments from \$15,000,000 to \$75,000,000 (the “**Revolving Credit Commitment Increase**”).

WHEREAS, each financial institution identified on the signature pages hereto as an “Additional Lender” (each, an “**Additional Lender**”) has agreed severally, on the terms and conditions set forth herein and in the Credit Agreement, to provide a portion of the Revolving Credit Commitment Increase and to become, if not already, a Revolving Credit Lender for all purposes under the Credit Agreement.

WHEREAS, after giving effect to the Revolving Credit Commitment Increase, the Revolving Credit Lenders and the Revolving Credit Commitments shall be as set forth on Annex A hereto.

The parties hereto therefore agree as follows:

SECTION 1. Defined Terms; References. Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, after this Agreement becomes effective, refer to the Credit Agreement as amended hereby.

SECTION 2. Revolving Credit Commitment Increase. (a) Each Additional Lender shall, with effect from the Incremental Facility Closing Date (as defined below), become, if not already, a party to the Credit Agreement as a Revolving Credit Lender with a Revolving Credit Commitment set forth opposite such Additional Lender’s name on Annex A hereto (as such Revolving Credit Commitment may thereafter be changed from time to time pursuant to the terms of the Credit Agreement). Each Additional Lender shall, with effect from the Incremental Facility Closing Date, have the rights and obligations of a Revolving Credit Lender under the Credit Agreement and the other Loan Documents.

(b) The last sentence of the definition of “Revolving Credit Commitment” is amended and restated in its entirety to read as follows:

The aggregate amount of the Revolving Credit Commitments as of July 29, 2010 is \$75,000,000.

(c) Annex A hereto sets forth each Revolving Credit Lender, and the Revolving Credit Commitment of each Revolving Credit Lender, after giving effect to the Revolving Credit Commitment Increase. The Revolving Credit Commitments of each Revolving Credit Lender are several and not joint.

(d) Annex A attached to the Credit Agreement is deleted and replaced with Annex A hereto.

SECTION 3. Representations of the Borrower. The Borrower represents and warrants that:

(a) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects on and as of the date of the Notice and on and as of the Incremental Facility Closing Date after giving effect hereto as if made on and as of such date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties are true and correct as of such date);

(b) no Default or Event of Default was continuing on the date of the Notice and no Default or Event of Default has occurred and is continuing on and as of the Incremental Facility Closing Date after giving effect hereto and to any extension of credit requested to be made on the Incremental Facility Closing Date;

(c) the Borrower is in compliance with the covenant set forth in Section 7.1 of the Credit Agreement determined on a pro forma basis as of the date hereof and the last day of the most recent fiscal quarter for which financial statements have been delivered under the Credit Agreement, in each case, as if the Revolving Credit Commitment Increase had been outstanding on the last day of such fiscal quarter for testing compliance therewith;

(d) each Loan Party has the corporate power and authority, and the legal right, to make, deliver and perform this Agreement and the other Loan Documents as modified hereby. Each Loan Party has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except for such as have been obtained or made and are in full force and effect and filings in respect hereof required under the Exchange Act. This Agreement has been duly executed and delivered on behalf of each Loan Party. This Agreement constitutes, and each other Loan Document as modified hereby constitutes, a legal, valid and binding obligation of each Loan Party that is a party hereto or thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(e) the execution, delivery and performance of this Agreement and the other Loan Documents as modified hereby will not violate any Requirement of Law or any material Contractual Obligation of the Borrower or any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such material Contractual Obligation (other than the Liens created by the Security Documents);

(f) after giving effect to the Revolving Credit Commitment Increase, the aggregate amount of the Incremental Term Loans and the Revolving Credit Commitment Increases (as defined in the Credit Agreement) does not exceed \$200,000,000; and

(g) there are no outstanding L/C Obligations as of the Incremental Facility Closing Date.

SECTION 4. Conditions. This Agreement shall become effective as of the first date (the “**Incremental Facility Closing Date**”) when each of the following conditions shall have been satisfied:

(a) the Administrative Agent shall have received from the Borrower, each Subsidiary Guarantor, each Additional Lender and the Administrative Agent an executed counterpart hereof or other written confirmation (in form satisfactory to the Administrative Agent) that such party has signed a counterpart hereof;

(b) the representations and warranties set forth in clauses (a) and (b) of Section 3 above shall be true and correct as of the date hereof;

(c) the Administrative Agent shall have received a certificate, dated the Incremental Facility Closing Date and signed by a Responsible Officer, confirming the accuracy of the representations and warranties set forth in Section 3 above;

(d) the Borrower shall have paid to each Additional Lender, for its own account, a fee as separately agreed in writing between the Borrower and such Additional Lender;

(e) any fees and expenses owing by the Borrower to the Administrative Agent (or its affiliates) in connection herewith and invoiced to the Borrower in reasonable detail prior to the date hereof shall have been paid in full;

(f) the Administrative Agent shall have received such certificates, resolutions or other documents of the Loan Parties as the Administrative Agent may reasonably require in connection herewith, including all documents and certificates it may reasonably request relating to (i) the organization, existence and good standing of each Loan Party, (ii) the corporate or other authority for and validity of this Agreement and (iii) the incumbency of the officers of each Loan Party executing this Agreement, and other matters relevant hereto, all in form and substance reasonably satisfactory to the Administrative Agent and the Additional Lenders;

(g) the Administrative Agent shall have received a written opinion of Jones Day, counsel to the Borrower and its Subsidiaries, dated as of the date hereof, in form and substance reasonably satisfactory to the Administrative Agent and the Additional Lenders; and

(h) the Additional Lenders shall have received, sufficiently in advance of the Incremental Facility Closing Date, all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the United States PATRIOT Act.

SECTION 5. Acknowledgment of Additional Lenders. Each Additional Lender expressly acknowledges that neither any of the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Additional Lender. Each Additional Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to provide its Revolving Credit Commitment hereunder and enter into this Agreement. Each Additional Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the Credit Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Each Additional Lender hereby (i) confirms that it has received a copy of the Credit Agreement and each other Loan Document (including Amendment No. 3 to Credit Agreement dated as of July 27, 2010) and such other documents and information as it deems appropriate to make its decision to enter into this Agreement, (ii) agrees that it shall be bound by the terms of the Credit Agreement as a Revolving Credit Lender thereunder and that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Revolving Credit Lender, (iii) irrevocably designates and appoints the Agents as the agents of such Additional Lender under the Credit Agreement and the other Loan Documents, and each Additional Lender irrevocably authorizes each Agent, in such capacity, to take such action on its behalf under the provisions of the Credit Agreement and the other Loan Documents and to exercise such powers and perform such duties as are delegated to such Agent by the terms of the Credit Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto and (iv) specifies as its lending office and address for notices the offices set forth on the Administrative Questionnaire provided by it to the Administrative Agent.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. Confirmation of Guaranties and Security Interests. By signing this Agreement, each Loan Party hereby confirms that (i) the obligations of the Loan Parties under the Credit Agreement as modified hereby (including with respect to the Revolving Credit Commitment Increase and any Loans or other extensions of credit made thereunder) and the other Loan Documents (x) are entitled to the benefits of the guaranties and the security interests set forth or created in the Guarantee and Collateral Agreement and the other Loan Documents and (y) constitute Obligations and (ii) notwithstanding the effectiveness of the terms hereof, the Guarantee and Collateral Agreement and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects. Each Loan Party ratifies and confirms that all Liens granted, conveyed, or assigned to any Agent by such Person pursuant to each Loan Document to which it is a party remain in full force and effect, are not released or reduced, and continue to secure full payment and performance of the Obligations as increased hereby.

SECTION 8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 9. Miscellaneous. This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement. The Borrower shall pay all reasonable fees, costs and expenses of the Administrative Agent incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby.

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

VERINT SYSTEMS INC., as Borrower

By: /s/ Douglas Robinson
Name: Douglas Robinson
Title: Chief Financial Officer

SUBSIDIARY GUARANTORS

VERINT VIDEO SOLUTIONS INC.
VERINT AMERICAS INC.
(f/k/a Witness Systems, Inc.)
VERINT WITNESS SYSTEMS LLC
(f/k/a Witness Systems, LLC)
VERINT BLUE PUMPKIN SOFTWARE
LLC (f/k/a Blue Pumpkin Software, LLC)

By: /s/ Douglas Robinson
Name: Douglas Robinson
Title: Treasurer

ADMINISTRATIVE AGENT

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: /s/ Jay Chall
Name: Jay Chall
Title: Director

By: /s/ Christopher Reo Day
Name: Christopher Reo Day
Title: Associate

ADDITIONAL LENDER

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Additional Lender

By: /s/ Karl Studer
Name: Karl Studer
Title: Director

By: /s/ Christopher Reo Day
Name: Christopher Reo Day
Title: Associate

ADDITIONAL LENDER

ROYAL BANK OF CANADA, as an
Additional Lender

By: /s/ Mark Gronich
Name: Mark Gronich
Title: Authorized Signatory

ADDITIONAL LENDER

MORGAN STANLEY SENIOR FUNDING, INC.,
as an Additional Lender

By: /s/ Michael Monk

Name: Michael Monk

Title: Vice President

ANNEX A

Revolving Credit Commitments

Revolving Credit Lender	Revolving Credit Commitment
Credit Suisse AG, Cayman Islands Branch	\$ 25,000,000
Royal Bank of Canada	\$ 25,000,000
Morgan Stanley Senior Funding, Inc.	\$ 15,000,000
Deutsche Bank Trust Company Americas	\$ 10,000,000

EXHIBIT A

Notice Requesting Revolving Credit Commitment Increase

Credit Suisse
as Administrative Agent
One Madison Avenue
New York, New York 10010
Attention: Agency Manager
Telecopy: 212-322-2291

July 30, 2010

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of May 25, 2007 (as heretofore amended or modified, the "Credit Agreement") among Verint Systems Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch as Administrative Agent (the "Administrative Agent"). Terms defined in the Credit Agreement and not otherwise defined herein have the meaning given such terms in the Credit Agreement.

Pursuant to Section 2.24 of the Credit Agreement, the Borrower hereby requests an increase in the amount of the Revolving Credit Commitments to \$75,000,000 on the terms applicable to Revolving Credit Commitments set forth in the Credit Agreement.

VERINT SYSTEMS INC.

By: /s/ Douglas Robinson

Name: Douglas Robinson

Title: Chief Financial Officer